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*FERC Docket: CP98-266-005*

**Second Revised Sheet No. 0** Ozark Gas Transmission System: First Revised Volume No. 1  
Second Revised Sheet No. 0 : Effective

CANCELLATION OF ENTIRE TARIFF

Notice is hereby given that effective November 1, 1998,  
FERC Gas Tariff of Ozark Gas Transmission System is to be  
cancelled.

*Effective Date: 11/01/1997    Status: Effective*  
*FERC Docket: RP97-357-001*

**Substitute Third Revised Sheet No. 1** Substitute Third Revised Sheet No. 1 : Superseded  
Superseding: Second Revised Sheet No. 1

First Revised Volume No. 1

Sheet No.

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**First Revised Sheet No. 2** First Revised Sheet No. 2 : Superseded  
Superseding: Original Sheet No. 2

Ozark Pipeline, Inc., d/b/a Ozark Gas Transmission System, a Delaware corporation, owns and causes to be operated a natural gas pipe line system extending from Pittsburg County, eastern Oklahoma to White County, Arkansas. Gathering lines extend from the company's main pipe line system to points of connection with facilities of gas producers in oil and gas fields located in the state of Oklahoma and Arkansas.

*Effective Date: 09/03/1991 Status: Effective*

*FERC Docket: RP91-208-000*

**Original Sheet No. 3** Original Sheet No. 3 : Superseded

SYSTEM MAP

Effective Date: 10/01/1997 Status: Effective  
FERC Docket: TM98-1-73-001

**Substitute Sixteenth Revised Sheet No. 4** Substitute Sixteenth Revised Sheet No. 4 : Superseded  
Superseding: Fifteenth Revised Sheet No. 4

| Rate<br>Schedule<br>(1) | Rate<br>Component<br>(2) | Base<br>Rate<br>(3) | Annual Charge<br>Adjustment<br>(4) | Current<br>Rate<br>(5) | Fuel**<br>(6) |
|-------------------------|--------------------------|---------------------|------------------------------------|------------------------|---------------|
| FTS                     | Demand*                  | 9.2790              | .0000                              | 9.2790                 | 0.00%         |
| ITS                     | Maximum                  | .3271               | .0022                              | .3293                  | 3.00%         |

NOTES:

\* The Demand Charge for the month is defined in Section 3.2 of Rate Schedule FTS. The Daily Reservation Rate/100% Load Factor Rate) is \$0.3051. The authorized overrun rate will be equal to the 100% Load Factor Rate.

\*\* Actual fuel not to exceed 3%. At receipt points where the Transporter provides no compression or use of fuel in other gas handling equipment, Transporter shall reduce the fuel retainage percentage to .25% on a nondiscriminatory basis. The fuel percentage to be retained at all receipt points will be posted monthly on Transporter's electronic bulletin board.

Effective Date: 09/08/1998 Status: Effective

FERC Docket: GT98- 91-000

**Third Revised Sheet No. 5** Third Revised Sheet No. 5 : Superseded

Superseding: Second Revised Sheet No. 5  
General Terms and Conditions  
Index to Provisions

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*FERC Docket: RP97-179-002*

**Second Revised Sheet No. 6** Second Revised Sheet No. 6 : Superseded  
Superseding: First Revised Sheet No. 6

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.7 "Dekatherm" (Dth) shall mean MMBtu and shall be the standard units for purposes of nominations, scheduling, confirmations, allocations, invoicing and balancing. The standard unit for Canada is Gigajoules. For commercial purposes, the standard conversion factor between dekatherms and Gigajoules is 1.055056 Gigajoules per dekatherm. (For reference, one dekatherm = 1,000,000 Btus; and one Gigajoule = 1,000,000,000 joules.)
- 2.8 "Designated Site" shall mean Transporter's and Customer's Internet Address or Fax Number, as specified by the Customer.
- 2.9 "Designated Replacement Shipper" shall mean the party identified by a Releasing Shipper as the party who desires to acquire the firm capacity sought to be released by the Releasing Shipper in accordance with Transporter's capacity release program.
- 2.10 "EDI" shall mean Electronic Data Interchange in accordance with GISB Standards.
- 2.11 "Equivalent Quantities" shall mean the thermal equivalent, in MMBtu's, of the volume of natural gas delivered to Shipper by Transporter at the Point of Delivery. Such volume is equal to the volume of gas received from Shipper at the applicable Receipt Point(s) less the Fuel Usage and Applicable Shrinkage set forth in Transporter's Rate Schedules or Service Agreements.
- 2.12 "GISB Standards" shall mean those business and electronic communication standards promulgated by the Gas Industry Standards Board (GISB) and adopted and codified by the Commission in Section 284.10(b) of its regulations.
- 2.13 "Heating Value" or "Heat Content" shall mean the gross heating value per cubic foot of natural gas at a temperature of sixty degrees (60°) Fahrenheit, at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch, and corrected from the water vapor content of the natural gas under testing conditions to the actual water vapor content of the natural gas being received or delivered; provided, however, if the actual water vapor content of the natural gas is not more than seven (7) pounds per one thousand (1,000) Mcf, the natural gas shall be assumed to be dry.

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FERC Docket: RP97-179-004

**First Revised Sheet No. 7A** First Revised Sheet No. 7A : Superseded  
Superseding: Original Sheet No. 7A

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.14 "Intra-Day Nomination" shall mean a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of the gas day. There are two types of intraday nominations: (i) A nomination received during the gas day for the same day of gas flow, and (ii) A nomination received after the nominations deadline for the following gas day.
- 2.15 "Mcf" shall mean one thousand (1,000) cubic feet of natural gas.
- 2.16 "Month" shall mean the period beginning at 9:00 A.M. Central Time, on the first day of the calendar month and ending at the same hour on the first day of the next succeeding calendar month.
- 2.17 "Natural Gas" shall mean natural gas of the quality and pressures specified in Sections 4 and 5 of these General Terms and Conditions.
- 2.18 "Nomination" shall mean a line item containing all defined components. A line shall contain the following components: Beginning Date, Beginning Time, Delivery Location, Delivery Rank, Downstream Contract Identifier, Downstream Identifier Code, Ending Date, Ending Time, Model Type, Nominator's Tracking Number, Quantity, Quantity Type Indicator, Receipt Location, Receipt Rank, Service Requester, Service Requester Contract, Time Stamp, Transaction Type, Transportation Service Provider, Upstream Contract Identifier, Upstream Identifier Code, and at Customer's option, a Package ID.

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FERC Docket: RP97-179-004

**First Revised Sheet No. 7B** First Revised Sheet No. 7B : Superseded  
Superseding: Original Sheet No. 7B

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.19 "Operational Balancing Agreement" (OBA) shall mean a contract between two parties that specifies the procedures to manage operating variances at an interconnect.
- 2.20 "Operational Flow Order (OFO) shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service.
- 2.21 "Package ID" shall mean a code assigned by the Customer that is intended to be used to differentiate between business transactions.
- 2.22 "Predetermined Allocation" (PDA) shall mean an instruction from the participants in the scheduling process that is submitted in advance of gas flow and that tells Transporter how much and in what order to allocate to whom after gas has flowed.
- 2.23 "Point(s) of Delivery" shall mean the point or points on Transporter's system where Transporter shall deliver natural gas to or for the account of Shipper after transportation. The point(s) of delivery (whether one or more) shall be specified in the applicable Service Agreement.
- 2.24 "Point(s) of Receipt" shall mean the point or points on Transporter's system where Shipper shall deliver, or cause to be delivered, natural gas to Transporter for transportation. The point(s) of receipt (whether one or more) shall be specified in the applicable Service Agreement.

**First Revised Sheet No. 7C** First Revised Sheet No. 7C : Superseded  
Superseding: Original Sheet No. 7C

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.25 Pooling" shall mean: 1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the disaggregation of gas from a single physical or logical point to multiple physical and/or logical points.
- 2.26 "Primary Point(s)" shall mean the point or points of delivery on Transporter's system which have nomination and allocation preferences over Secondary Points of delivery as specified in a Shipper's executed Transportation Service Agreement with Transporter under Rate Schedule FTS.
- 2.27 "Psia" shall mean pounds per square inch, absolute.
- 2.28 "Psig" shall mean pounds per square inch, gauge.
- 2.29 "Releasing Shipper" shall mean a Shipper receiving service pursuant to a service agreement under Transporter's Rate Schedule FTS who seeks to release firm capacity in accordance with Transporter's capacity release program.
- 2.30 "Replacement Shipper" shall mean any party who acquires capacity in accordance with Transporter's capacity release program and executes a service agreement with Transporter under Transporter's Rate Schedule Rate Schedule FTS.
- 2.31 "Secondary Point(s)" shall mean all delivery point or points on the Transporter's system which are not specified as Primary Points.

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-004*

**First Revised Sheet No. 7D** First Revised Sheet No. 7D : Superseded  
Superseding: Original Sheet No. 7D

GENERAL TERMS AND CONDITIONS  
(Continued)

- 2.32 "Secondary Replacement Shipper" shall mean any party who obtains released capacity from a Replacement Shipper.
- 2.33 "Shipper" shall mean the party receiving service pursuant to an executed FTS or ITS Service Agreement.
- 2.34 "Transportation Service Agreement" shall mean an agreement for transportation under Rate Schedule FTS and ITS.
- 2.35 "Transporter" shall mean Ozark Gas Transmission System.
- 2.36 "Year" shall mean a period of 365 consecutive days, or 366 consecutive days when such period includes a February 29.

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASUREMENT

- 3.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be one (1) cubic foot of natural gas at a pressure base of fourteen and seventy-three hundredths (14.73) psia, a temperature base of sixty degrees (60ø) Fahrenheit, and without adjustment for water vapor content. Except as otherwise provided by law, the volume of natural gas delivered at the point of receipt and at the point of delivery hereunder shall be computed in accordance with the standards prescribed in Gas Measurement Report No. 3 of the American Gas Association, dated April 1955, as revised September 1969, and from time to time amended, supplemented or superseded. All quantities of natural gas given herein, unless otherwise stated, are in terms of the unit of volume set forth above in this Section 3.1.
- 3.2 Atmospheric Pressure. For the purpose of measurement, calculations and meter calibration, the average absolute atmospheric (Barometric) pressure for each point of receipt and point of delivery shall be as specified in an executed Service Agreement irrespective of variations in natural atmospheric pressure from time to time.
- 3.3 Temperature. The temperature of the natural gas shall be determined at the point of measurement by means of recording thermometers of standard manufacture acceptable to Transporter and Shipper to be installed in accordance with the recommendations contained in Gas Measurement Report No. 3, as aforesaid, and the arithmetic average of hourly temperatures of day shall be used in computing temperatures of the natural gas during each day.
- 3.4 Specific Gravity. The specific gravity of the natural gas shall be determined at the point of measurement by one of the following methods:
- (a) By means of a properly installed recording gravimeter of standard manufacture acceptable to Transporter and Shipper, or
  - (b) By use of a portable specific gravity balance of standard manufacture acceptable to Transporter and Shipper. Such determination to be made at least once every six (6) months, or
  - (c) By means of a calculated specific gravity derived from a gas chromatograph determination.

GENERAL TERMS AND CONDITIONS  
(Continued)

- 3.5 Measuring Equipment. Unless otherwise agreed upon, Transporter will install, maintain and operate or cause to be installed, maintained and operated measuring stations equipped with orifice meters and other necessary metering and measuring equipment by which the volumes of natural gas received and delivered under an executed Service Agreement shall be determined. Orifice meters shall be installed and operated in accordance with said Gas Measurement Committee Report No. 3. Shipper may install check measuring equipment at its own cost and expense; provided, however, that such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection, subject to return within thirty (30) days after receipt thereof. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in an executed Service Agreement, shall not be used in the measurement of natural gas for purposes of such Service Agreement.
- 3.6 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and, if requested, in the presence of representatives of Shipper, but neither Transporter nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) day period. If neither Transporter or Shipper at any time desires a special test of any measuring equipment, it will promptly notify the other and Transporter and Shipper shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 3.7 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If upon any test the measuring equipment in the aggregate is found to be inaccurate by two percent (2%) or more at a recording corresponding to the average hourly rate of natural gas flow for the period since the last preceding test, previous

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**Second Revised Sheet No. 10** Second Revised Sheet No. 10 : Superseded  
Superseding: First Revised Sheet No. 10

3.8 Failure of Measuring Equipment. In the event any

3.9 Preservation of Records. Both Transporter and

*Effective Date: 06/01/1997 Status: Effective*  
*FERC Docket: RP97-179-002*

**Third Revised Sheet No. 11** Third Revised Sheet No. 11 : Superseded  
Superseding: Second Revised Sheet No. 11

3.10 New Techniques and Devices. Transporter and Shipper intend

3.11 Transporter will close its measurement data on the fifth

4. QUALITY

4.1 Heat Content. The natural gas delivered at the Point(s) of

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Third Revised Sheet No. 12** Third Revised Sheet No. 12 : Superseded  
Superseding: Second Revised Sheet No. 12

- 4.2 Freedom from Objectionable Matter. The natural gas received and
- (a) Shall be commercially free from dust, gums, gum-forming
  - (b) Shall not contain more than one-quarter (1/4) of one (1) grain of
  - (c) Shall not contain more than twenty (20) grains of total sulphur
  - (d) Shall not at any time have an oxygen content in excess of two-
  - (e) Shall not have a water vapor content of more than seven (7)

**Second Revised Sheet No. 13** Second Revised Sheet No. 13 : Superseded  
Superseding: First Revised Sheet No. 13

- (f) Shall not contain more than four percent (4%) by volume of
- (g) Shall be delivered at a temperature not in excess of one
- (h) Shall be in compliance with all applicable local, state and

4.3 Failure to Meet Receipt Specifications. Should any natural gas tendered for delivery to Transporter at the Point(s) of Receipt under an executed Service Agreement fail at any time to conform to any of the specifications of this Section 4, and the integrity of Transporter's system is threatened, Transporter shall have the right to suspend service immediately. In cases where the integrity of the system is not threatened and Transporter notifies Shipper of any such failure, Shipper shall have ten (10) days from such notification to come into compliance with the specifications of this Section 4. If Shipper has not come into compliance within such ten day period, Transporter may at its option suspend all or a portion of the receipt of any such natural gas, and it shall be relieved of its obligations under such Service Agreement to the extent of rightful suspension for the duration of such time as the natural gas does not meet such specifications; provided, however, if Transporter elects to accept receipt of any off specification natural gas, it shall do so in a ratable manner as between Shipper and others who may be entitled to transportation of natural gas by Transporter. Upon receipt of notice by Transporter of such a failure, Shipper shall make a diligent effort to correct such failure by treatment or dehydration consistent with prudent operation and by means which are economically feasible in Shipper's opinion so as to deliver natural gas conforming to the above specifications. Transporter may, on a non-discriminatory basis, waive the requirements of Sections 4.1 through 4.2, except for 4.2(h), and allow the receipt of gas into its system or the delivery of gas out of its system, which may at any time fail to conform to any of the specifications set forth herein above, under circumstances where Transporter reasonably determines that such waiver will not jeopardize the integrity or safety of Transporter's system.

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Original Sheet No. 13A** Original Sheet No. 13A : Superseded

4.4 Failure to Meet Delivery Specifications. Should

5. RECEIPT AND DELIVERY PRESSURE

5.1 Pressure at Point(s) of Receipt. Shipper shall

5.2 Pressure at Point(s) of Delivery. Transporter

*Effective Date: 08/01/1998 Status: Effective*

*FERC Docket: RP98-283-000*

**First Revised Sheet No. 13B** First Revised Sheet No. 13B : Superseded  
Superseding: Substitute Original Sheet No. 13B

6. BILLING

6.1 On or before the ninth (9th) business day of each month,

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**Third Revised Sheet No. 14** Third Revised Sheet No. 14 : Superseded  
Superseding: Second Revised Sheet No. 14

- 6.2 Determination of Receipts. If Transporter receives gas from more
- 6.3 Access to Billing Data. Both Transporter and Shipper and their
- 6.4 Payment. Shipper shall pay Transporter at its general office in
- 6.5 Remedies for Nonpayment. Should Shipper fail to pay all of the
- 6.6 Disputed Bills. Shipper may dispute the amount of any such bill

GENERAL TERMS AND CONDITIONS  
(Continued)

6.7 Adjustment of Billing Errors. If it shall be found that at any time Shipper has been overcharged or undercharged in any form whatsoever under the provisions hereof and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty (30) days after the final determination thereof, Transporter shall refund the amount of any such overcharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter, such error shall be adjusted within thirty (30) days of the determination thereof; provided, that the claim therefor shall have been made within twenty-four (24) months from the date of such statement.

7. RESPONSIBILITY FOR NATURAL GAS

7.1 For transportation provided by Transporter under any Rate Schedule, Shipper shall be in exclusive control and possession of the natural gas until such natural gas has been delivered to Transporter at the Point(s) of Receipt and after such natural gas has been delivered to or for the account of Shipper at the Point(s) of Delivery. Transporter shall be in exclusive control and possession of such natural gas between the Point(s) of Receipt and the Point(s) of Delivery set forth in the Service Agreement. The party which shall be in exclusive control and possession of such natural gas shall be responsible for all injury or damage caused thereby and shall be responsible for any loss of natural gas while in its possession, other than applicable use, compressor fuel, loss or shrinkage in the operations of gathering or transportation lines or facilities, except with regard to injury, damage or loss caused by or arising out of the negligence of the nonpossessory party.

8. WARRANTY

8.1 Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of natural gas at the Point(s) of Receipt for transportation under an executed Service Agreement, good title to and/or the full right and authority to deliver such natural gas to Transporter for transportation under an executed Service Agreement, or a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to such natural gas. Transporter warrants for itself, its successors and assigns, that, at the time of delivery of natural gas to Shipper or for Shipper's account, Transporter will have the full right and authority to deliver such natural

GENERAL TERMS AND CONDITIONS  
(Continued)

gas to Shipper. Shipper warrants for itself, its successors and assigns, that the natural gas it tenders for delivery shall be free and clear of all liens, encumbrances, and claims whatsoever, that, at such time of delivery, it will have good right and title to the natural gas and full right and authority to deliver same, that it will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said natural gas and/or to royalties, payments, taxes, license fees, or charges thereon and further, that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such natural gas prior to receipt and after delivery by Transporter.

- 8.2 Shipper warrants for itself, its successors and assigns, that any natural gas delivered to Transporter shall meet each of the quality standards set forth in Section 4 of these General Terms and Conditions. Shipper further warrants that it will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any claims, demands, costs, expenses, penalties, or fines in any manner directly or indirectly connected with or growing out of Shipper's delivery to Transporter of any natural gas that fails to meet each of the quality standards set forth in Section 4 of these General Terms and Conditions.

9. WAIVER

- 9.1 No waiver permitted by these General Terms and Conditions, the applicable rate schedules, or the service agreements by either Transporter or Shipper of any provision, condition or requirement therein shall be deemed to be a waiver of, or in any manner release the other from, performance of any other provision, condition, or requirement of these General Terms and Conditions, the applicable rate schedules, or the service agreements, nor shall such waiver be deemed to be a waiver of, or in any manner release the other from, future performance of the same provision, condition or requirement; nor shall any delay or omission of either Transporter or Shipper to exercise any right in these General Terms and Conditions, the applicable rate schedules, or the service agreements in any manner impair the exercise of any such right or any like right accruing to it thereafter.

10. FORM OF SERVICE AGREEMENT

- 10.1 Service rendered to Shipper shall be in accordance with the provisions of a service agreement executed between Transporter and Shipper in the form of the applicable service agreement contained in Transporter's FERC Gas Tariff.

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**Second Revised Sheet No. 17** Second Revised Sheet No. 17 : Superseded  
Superseding: First Revised Sheet No. 17

11. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE  
ADJUSTMENT

11.1 For the purpose of funding of the Federal Energy

11.2 Filing Procedure. The initial ACA or any

12. GAS RESEARCH INSTITUTE CHARGE ADJUSTMENT PROVISION

12.1 For the purpose of funding Gas Research

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-001*

**Substitute Second Revised Sheet No. 18** Substitute Second Revised Sheet No. 18 : Superseded  
Superseding: First Revised Sheet No. 18

13. OPERATING CONDITIONS PURSUANT TO FERC ORDER NOS. 497,  
ET SEQ., AND 566, ET SEQ.

13.1 Shared Employees. The Transporter does not

13.2 Transporter leases office space at 1000

13.3 Procedures Used to Inform Shippers of

13.4 Procedures Used to Inform Shippers of

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-001*

**Substitute Second Revised Sheet No. 19** Substitute Second Revised Sheet No. 19 : Superseded  
Superseding: First Revised Sheet No. 19

13.5 Complaint Procedures. It is the Transporter's

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-005*

**Fifth Revised Sheet No. 20** Fifth Revised Sheet No. 20 : Superseded  
Superseding: Fourth Revised Sheet No. 20

14. CAPACITY RELEASE PROGRAM

14.1 Subject to the provisions of Transporter's tariff, any firm

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Original Sheet No. 20A** Original Sheet No. 20A : Superseded

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Third Revised Sheet No. 21** Third Revised Sheet No. 21 : Superseded  
Superseding: Second Revised Sheet No. 21

14.2 Unless otherwise requested by the Releasing Shipper and

14.3 Transporter will select the best bid(s) by 3:00 p.m. Central

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Second Revised Sheet No. 21A** Second Revised Sheet No. 21A : Superseded  
Superseding: First Revised Sheet No. 21A

14.4 In the event there is more than one best bid and no

14.5 Any person that desires to obtain the capacity offered in

14.6 Transporter shall not be required to commence service or to

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**First Revised Sheet No. 21B** First Revised Sheet No. 21B : Superseded  
Superseding: Original Sheet No. 21B

14.7 Notwithstanding any release of capacity, the Releasing

14.8 Replacement Shippers may secondarily release capacity to

14.9 Transporter reserves the right to waive the notice and

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-002

**Second Revised Sheet No. 21C** Second Revised Sheet No. 21C : Superseded  
Superseding: First Revised Sheet No. 21C

14.11 NOTICE OF RELEASE OF FIRM CAPACITY

- A. \_\_\_\_\_ ("Releasing Shipper") is a firm Shipper or Replacement Shipper on Ozark Gas Transmission System ("Transporter"). Releasing Shipper proposes to release capacity as set forth below, and in Transporter's FERC Gas Tariff. Releasing Shipper consents to a partial assignment of capacity on Transporter, and will remain liable on its transportation contract with Transporter notwithstanding this release.
  
- B. Rate schedule and contract number pursuant to which capacity is released.  
Contract Number: \_\_\_\_\_.
  
- C. Quantity of capacity to be released: Max \_\_\_\_\_ Dth/day.
- D. Term of release: \_\_\_\_\_.
  - i) Month/year beginning of release \_\_\_\_\_.
  - ii) Month/year end of release \_\_\_\_\_.
  - iii) Is the release a secondary release? \_\_\_\_\_.
  
- E. (i) Minimum transportation rate acceptable to Releasing Shipper (if none, write "none"; includes commodity component): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
  
- (ii) Bid Requirements:
  
- F. Receipt Points and Delivery points (designate primary and/or secondary): \_\_\_\_\_.
  
- G. Is the release subject to \_\_\_ recall and/or \_\_\_ reput?  
If yes, terms and conditions of recall and/or reput: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
  
- H. Bid Evaluation Methodology: \_\_\_ highest rate, \_\_\_ net revenue  
or \_\_\_ present value

Effective Date: 05/10/1998 Status: Effective  
FERC Docket: RP98-185-000

**First Revised Sheet No. 21D** First Revised Sheet No. 21D : Superseded  
Superseding: Original Sheet No. 21D

- I. i). Designated Replacement Shipper (if none, write "none"):
- ii). Terms and conditions agreed to between Releasing Shipper
- iii). Releasing Shipper and Designated Replacement Shipper
- J. Other terms and conditions (if none, write "none"): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

\* To be executed, prior to posting by Transporter, by Replacement

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-002

**Second Revised Sheet No. 21E** Second Revised Sheet No. 21E : Superseded  
Superseding: First Revised Sheet No. 21E

14.12 BID ON RELEASED CAPACITY

- A. \_\_\_\_\_ ("name of company or individual bidding on capacity, Bidder") hereby bids on released capacity ("Capacity") on Ozark Gas Transmission System ("Transporter"). This bid will remain open until Transporter selects a winning bidder, or notice of withdrawal is received by Transporter.
- B. The Capacity was released by (specify Transporter contract number and Releasing Shipper) \_\_\_\_\_ under Rate Schedule FTS.
- C. The transportation rate bid is \_\_\_\_\_ per Dth, not including commodity charge, fuel, or other applicable fees.
- D. The quantity of Capacity bid for is \_\_\_\_\_ Dth per day.
- E. The term of the Capacity bid for is \_\_\_\_\_ months/years, beginning \_\_\_\_\_ and ending \_\_\_\_\_.
- F. Receipt and Delivery points (designate primary and/or secondary) \_\_\_\_\_.
- G. Other information requested by the Releasing Shipper: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- H. Bidder agrees to comply with all terms and conditions of Transporter's FERC Gas Tariff.
- I. If selected by Transporter as the winning bidder, Bidder will immediately execute the partial assignment form pursuant to Transporter's tariff.
- J. Bidder acknowledges that it has the full authority to make this bid and bind itself and its agents and/or principals to this bid.

Effective Date: 01/01/1996 Status: Effective  
FERC Docket: RP95-458-000

**First Revised Sheet No. 21F** First Revised Sheet No. 21F : Superseded  
Superseding: Original Sheet No. 21F

GENERAL TERMS AND CONDITIONS  
(Continued)

14.13 PARTIAL ASSIGNMENT OF CAPACITY  
ON OZARK GAS TRANSMISSION SYSTEM

- A. \_\_\_\_\_ ("Replacement Shipper")  
has submitted the winning bid on \_\_\_\_\_ ("Transporter") for  
capacity released by \_\_\_\_\_ ("Releasing Shipper"),  
and understands its bid of (date) \_\_\_\_\_ has been accepted  
by Transporter.
- B. Replacement Shipper has read and understands the terms and  
conditions under which the Releasing Shipper has released such  
capacity on Transporter and hereby contracts for such capacity,  
in accordance with its bid, subject to Transporter's FERC Gas  
Tariff and the service agreement between the Releasing Shipper  
and Transporter (copy of bid and release notice attached).
- C. Releasing Shipper hereby makes a partial assignment of its  
rights under contract number \_\_\_\_\_ in accordance with the  
attached bid and release notice. Releasing Shipper remains  
fully liable to Transporter for all demand charges under the  
terms of its service agreement with Transporter. This partial  
assignment is made in accordance with Transporter's FERC Gas  
Tariff.

\_\_\_\_\_  
Releasing Shipper

\_\_\_\_\_  
Replacement Shipper

\_\_\_\_\_  
Transporter:  
Ozark Gas Transmission System  
A General Partnership

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-004

**Fourth Revised Sheet No. 22** Fourth Revised Sheet No. 22 : Superseded  
Superseding: Third Revised Sheet No. 22

GENERAL TERMS AND CONDITIONS  
(Continued)

15. MARKETING FEES

15.1 When a Releasing Shipper requests that Transporter actively market its released firm capacity, then Transporter will be entitled to a marketing fee for successfully marketing such released firm capacity. The fee will be negotiated between Transporter and Releasing Shipper.

If Transporter only posts the Releasing Shipper's firm capacity on its electronic bulletin board, and does not actively market the released firm capacity, no marketing fee will be charged for the routine arrangement of transportation services.

16. OPERATIONAL FLOW ORDERS

16.1 Transporter reserves the right to issue an operational flow order ("OFO") to any and/or all Shippers, as may be appropriate, to accommodate OFOs issued by downstream pipelines. Shipper shall be notified in accordance with Rate Schedule FTS, Section 6, or Rate Schedule ITS, Section 5 as appropriate, and be subject to penalties therein. Transporter will minimize the use of OFOs, and when possible, direct an OFO to the specific party(ies) creating the operating condition. Transporter will not constrain a Customer's response to an OFO through restrictions on the submittal and processing of intra-day nominations.

16.2 If Transporter receives a penalty pursuant to an OFO from a downstream pipeline as a result of the conduct of any Shipper on Transporter, Transporter has the right to allocate such penalty to those Shippers contributing to the disruption due to the failure of such Shippers to balance physical flows with nominated receipts and/or deliveries. OFO penalties will be allocated pro rata based on under-deliveries (if OFO is caused by under-delivered gas), or on over-deliveries (if OFO is caused by over-delivered gas).

**Third Revised Sheet No. 23** Third Revised Sheet No. 23 : Superseded  
Superseding: Second Revised Sheet No. 23

GENERAL TERMS AND CONDITIONS  
(Continued)

- 16.3 Where a nomination is required by Transporter to make an effective physical change necessary to comply with an OFO, unless critical circumstances dictate otherwise, an OFO penalty will not be assessed unless the Customer is given the opportunity to correct the circumstances giving rise to the OFO and fails to do so, or the action(s) taken fails to do so. The opportunity to correct the critical circumstances include the opportunity:
- (a) to make a nomination, which, once confirmed and scheduled would cure the circumstance giving rise to the OFO, or
  - (b) to take other appropriate action which cures the circumstance giving rise to the OFO.
- 16.4 When issuing an OFO, Transporter will describe the conditions and the specific responses required from the affected parties.
17. HEADINGS
- 17.1 The headings to each of the various sections in these General Terms and Conditions are included for convenience of reference only and shall have no effect on or be deemed as part of the text of these General Terms and Conditions.

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 FERC Docket: RP94-105-008

**Second Revised Sheet No. 24** Second Revised Sheet No. 24 : Superseded  
 Superseding: First Revised Sheet No. 24

GENERAL TERMS AND CONDITIONS  
 (Continued)

18. MASTER RECEIPT POINT LIST

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1000201      | A.O.G INTERCONNECTS                   | VARIOUS   | AR | VARIOUS          |
| OZ1001301      | AHRENS #1                             | POPE      | AR | 07-09N-21W       |
| OZ1010701      | ALICE HARGER 1-27                     | FRANKLIN  | AR | 27-09N-26W       |
| OZ1030290      | AMOCO CHACTAW THRUST                  | PITTSBURG | OK | 12-04N-16E       |
| OZ1028390      | AMOCO DELIVERY TO OZARK               | LATIMER   | OK | 31-06N-19E       |
| OZ1030601      | ANDREWS #3                            | FRANKLIN  | AR | 23-09N-28W       |
| OZA012501      | ARK. KRAFT A #2-8                     | POPE      | AR | 08-09N-21W       |
| OZ1015001      | ARKANSAS WESTERN DELIVERY             | FRANKLIN  | AR | 02-09N-26W       |
| OZ1000601      | ARNOLD #1                             | POPE      | AR | 07-09N-21W       |
| OZ1026301      | ASSOC. DEL TO OZARK                   | PITTSBURG | OK | 05-03N-14E       |
| OZA018201      | ATHEY #1-14                           | POPE      | AR | 14-09N-20W       |
| OZ1008301      | BALLARD M/M                           | FRANKLIN  | AR | 02-07N-28W       |
| OZ1016001      | BANNING #1-7                          | LOGAN     | AR | 07-08N-24W       |
| OZ1026101      | BATES 1-20                            | LEFLORE   | OK | 20-09N-27E       |
| OZ1001701      | BEARD A #1 CSG.                       | POPE      | AR | 32-09N-20W       |
| OZ1001601      | BEARD A #1 TBG.                       | POPE      | AR | 32-09N-20W       |
| OZ1015901      | BEATRICE #1-17                        | PITTSBURG | OK | 17-05N-17E       |
| OZ1025101      | BEWLEY 1-30                           | POPE      | AR | 30-08N-18W       |
| OZ1002101      | BIBLER #1 M/M                         | POPE      | AR | 09-09N-21W       |
| OZA014601      | BIBLER B #1-12                        | POPE      | AR | 12-09N-20W       |
| OZA016901      | BOGLER #2-5 TBG.                      | POPE      | AR | 05-09N-21W       |
| OZ1015701      | BRASHERS 1-34                         | FRANKLIN  | AR | 34-09N-26W       |
| OZ1016301      | BRINKS M/M                            | JOHNSON   | AR | 28-10N-23W       |
| OZA021901      | BROWN AB #1                           | LOGAN     | AR | 13-06N-27W       |
| OZ1031501      | BUTLERS KNOB #2                       | SEBASTIAN | AR | 10-07N-30W       |
| OZ1010601      | BUZZARD GAP M/M                       | LATIMER   | OK | 29-06N-19E       |
| OZ1006801      | CANTRELL 1-9 CSG.                     | HASKELL   | OK | 09-09N-20E       |
| OZ1006701      | CANTRELL 1-9 TBG.                     | HASKELL   | OK | 09-09N-20E       |
| OZ1006101      | CARNEY #1 TBG.                        | SEBASTIAN | AR | 04-07N-30W       |
| OZ1002901      | CARTER 1-4                            | FRANKLIN  | AR | 04-08N-26W       |
| OZ1011390      | CARTER LATERAL M/M                    | FRANKLIN  | AR | 34-09N-26W       |
| OZ1031290      | CARTWRIGHT M/M                        | FRANKLIN  | AR | 27-08N-29W       |
| OZ1009901      | CASEY D #1                            | JOHNSON   | AR | 33-10N-21W       |
| OZA011501      | CHRISMAN #2-35                        | JOHNSON   | AR | 35-10N-25W       |
| OZ1030890      | CLARKSVILLE M/M                       | JOHNSON   | AR | 06-09N-23W       |
| OZ1003901      | COLLIER A #1                          | JOHNSON   | AR | 14-10N-23W       |
| OZ1016801      | COLUMBIA CARNEY RECEIPT               | SEBASTIAN | AR | 04-07N-30W       |
| OZ1004201      | CONDREN #1                            | SEBASTIAN | AR | 07-06N-31W       |
| OZ1007101      | CONKLIN 2-8 TBG.                      | HASKELL   | OK | 08-09N-20E       |
| OZ1027801      | CONVERSE #1-31                        | JOHNSON   | AR | 31-10N-25W       |
| OZA018001      | CRAVENS A #1-26 TBG.                  | POPE      | AR | 26-09N-20W       |
| OZ1010501      | CYCLONE MOUNTAIN                      | PITTSBURG | OK | 29-04N-16E       |
| OZA011701      | DEAN G 1-20                           | LOGAN     | AR | 20-09N-25W       |
| OZ1000401      | DOLLAR #1                             | POPE      | AR | 30-09N-19W       |
| OZ1015401      | DUNHAM #1-21                          | LOGAN     | AR | 21-08N-26W       |
| OZ1028890      | ENOGEX INTERCONNECTS                  | VARIOUS   | OK | VARIOUS          |
| OZA063001      | FARMLANDS, INC. M/M                   | LOGAN     | AR | 26-08N-26W       |
| OZ1001501      | FOREHAND #1 CSG.                      | POPE      | AR | 33-09N-20W       |
| OZ1001401      | FOREHAND #1 TBG.                      | POPE      | AR | 33-09N-20W       |
| OZ1010001      | FOREHAND #2                           | POPE      | AR | 33-09N-20W       |
| OZ1029101      | FOREHAND #3                           | POPE      | AR | 33-09N-20W       |

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**First Revised Sheet No. 25** First Revised Sheet No. 25 : Superseded  
 Superseding: Original Sheet No. 25

GENERAL TERMS AND CONDITIONS  
 (Continued)

MASTER RECEIPT POINT LIST  
 (Continued)

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1017601      | FORT CHAFFEE 1-21                     | SEBASTIAN | AR | 21-07N-31W       |
| OZA015801      | FRANKLIN 1-26                         | LOGAN     | AR | 26-08N-26W       |
| OZA020701      | GARRISON C #1                         | POPE      | AR | 08-09N-20W       |
| OZA020801      | GARRISON M/M                          | POPE      | AR | 08-09N-20W       |
| OZ1023901      | GOSELANDERS #1                        | POPE      | AR | 25-09N-20W       |
| OZ1027001      | GRAY 1-19                             | LEFLORE   | OK | 19-09N-27W       |
| OZA012901      | GRIST #1-30                           | LOGAN     | AR | 30-08N-25W       |
| OZ1029701      | HAMMOND #2-19                         | FRANKLIN  | AR | 24-08N-28W       |
| OZ1001901      | HARMS A #1                            | POPE      | AR | 15-09N-21W       |
| OZ1021701      | HARMS A #2 CSG                        | POPE      | AR | 15-09N-21W       |
| OZ1021601      | HARMS A #2 TBG.                       | POPE      | AR | 15-09N-21W       |
| OZ1031401      | HALES #1                              | FRANKLIN  | AR | 25-07N-28W       |
| OZ1024201      | HEFLEY #1-31                          | LOGAN     | AR | 31-07N-27W       |
| OZ1024301      | HEFLEY #3-31                          | LOGAN     | AR | 31-07N-27W       |
| OZ1011901      | HEMBREE #1 TBG.                       | LOGAN     | AR | 17-08N-26W       |
| OZ1024001      | HEMBREE #2                            | LOGAN     | AR | 20-08N-26W       |
| OZ1027101      | HILDERBRAND 1-4                       | POPE      | AR | 04-09N-21W       |
| OZ1010201      | HIXSON C #1                           | LOGAN     | AR | 28-08N-26W       |
| OZ1007001      | HOLDEN 1-12 TBG.                      | HASKELL   | OK | 12-09N-19E       |
| OZ1024901      | HOLZMAN #1-8                          | LOGAN     | AR | 08-08N-26W       |
| OZ1002601      | HURLEY #1                             | JOHNSON   | AR | 09-09N-24W       |
| OZ1027901      | JOHNSON #4-24                         | POPE      | AR | 24-09N-20W       |
| OZ1030401      | KARL #1                               | LEFLORE   | OK | 23-09N-26E       |
| OZ1012701      | KAY A #1 TBG.                         | FRANKLIN  | AR | 01-07N-28W       |
| OZ1012801      | KAY A #2 M/M                          | FRANKLIN  | AR | 01-07N-28W       |
| OZ1010101      | KEITH #1                              | FRANKLIN  | AR | 10-08N-29W       |
| OZ1029001      | KEITH A #1 M/M                        | FRANKLIN  | AR | 11-08N-29W       |
| OZ1018401      | KERWIN M/M                            | FRANKLIN  | AR | 32-08N-28W       |
| OZ1028701      | KING #2                               | FRANKLIN  | AR | 12-08N-28W       |
| OZ1006401      | KIRK 1-7 CSG.                         | HASKELL   | OK | 07-09N-20E       |
| OZ1006301      | KIRK 1-7 TBG.                         | HASKELL   | OK | 07-09N-20E       |
| OZ1030001      | KIRKPATRICK #2                        | FRANKLIN  | AR | 28-09N-26W       |
| OZ1011290      | (ANGI) SHAWNEE DELIVERY               | PITTSBURG | OK | 05-03N-14E       |
| OZA015201      | KYLE A #1-26 CSG.                     | POPE      | AR | 26-09N-20W       |
| OZA015101      | KYLE A #1-26 TBG.                     | POPE      | AR | 26-09N-20W       |
| OZ1027601      | LOVELESS #1-30                        | PITTSBURG | OK | 29-04N-16E       |
| OZ1026901      | LUNINGHAM #1-25                       | POPE      | AR | 23-08N-19W       |
| OZ1026701      | LUNINGHAM #1-26                       | POPE      | AR | 26-08N-19W       |
| OZA023401      | LYLE & DAVIS M/M                      | LOGAN     | AR | 21-06N-27W       |
| OZ1003201      | LYNCH #1 CSG.                         | POPE      | AR | 24-08N-20W       |
| OZ1003101      | LYNCH #1 TBG.                         | POPE      | AR | 24-08N-20W       |
| OZ1028001      | MAIER #2                              | FRANKLIN  | AR | 13-09N-28W       |
| OZ1002501      | MEEK C #1                             | JOHNSON   | AR | 03-09N-24W       |
| OZ1030790      | METCALF M/M                           | LOGAN     | AR | 31-07N-27W       |
| OZA021301      | METZ #1                               | POPE      | AR | 04-08N-21W       |
| OZA022101      | MIKLES #1                             | LOGAN     | AR | 22-06N-27W       |
| OZ1030990      | MILSAP M/M                            | JOHNSON   | AR | 33-10N-21W       |
| OZ1026001      | MINA SNOW #3-11                       | JOHNSON   | AR | 11-09N-22W       |
| OZ1008001      | MITCHELL 1-3                          | FRANKLIN  | AR | 03-08N-26W       |

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First Revised Sheet No. 26 First Revised Sheet No. 26 : Superseded  
 Superseding: Original Sheet No. 26

GENERAL TERMS AND CONDITIONS  
 (Continued)

MASTER RECEIPT POINT LIST  
 (Continued)

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1008401      | MOSS A #1                             | PITTSBURG | OK | 13-05N-16E       |
| OZ1016601      | McBRIDE E #1                          | POPE      | AR | 18-09N-20W       |
| OZ1026501      | OLLIE SWIFT M/M                       | FRANKLIN  | AR | 22-08N-29W       |
| OZ1001101      | ONG LEQUIRE DEL "B"                   | HASKELL   | OK | 05-07N-21E       |
| OZ1014701      | ONG INTERCONNECT                      | HASKELL   | OK | 07-09N-20E       |
| OZ1027401      | PANTHER MOUNTAIN REC. PT.             | LATIMER   | OK | 15-05N-18E       |
| OZ1008201      | PARKER K                              | LOGAN     | AR | 19-08N-25W       |
| OZ1003801      | PENDERGRASS M/M                       | FRANKLIN  | AR | 08-08N-27W       |
| OZ1013601      | PENFIELD M/M                          | PITTSBURG | OK | 30-08N-16E       |
| OZ1030501      | PERMAN #3                             | POPE      | AR | 01-08N-20W       |
| OZA015501      | PETERSON A #1-6                       | POPE      | AR | 31-09N-20W       |
| OZ1029590      | PHILMON M/M                           | LOGAN     | AR | 31-07N-27W       |
| OZ1028101      | POMRENKE M/M                          | JOHNSON   | AR | 31-10N-22W       |
| OZA016401      | PRICE EXTENSION M/M                   | FRANKLIN  | AR | 17-07N-28W       |
| OZ1002701      | PRICE G #1 TBG.                       | POPE      | AR | 15-09N-20W       |
| OZ1010801      | PRICE G #2 M/M                        | POPE      | AR | 15-09N-20W       |
| OZ1023390      | QUICK LATERAL DEL. TO OZ.             | HASKELL   | OK | 18-09N-20E       |
| OZ1016101      | RAINWATER A #1                        | POPE      | AR | 11-08N-19W       |
| OZ1025501      | RAINWATER M/M                         | POPE      | AR | 14-08N-19W       |
| OZ1026601      | REBA M/M                              | FRANKLIN  | AR | 06-08N-27W       |
| OZ1025701      | REYNOLDS M/M                          | JOHNSON   | AR | 11-09N-22W       |
| OZ1006901      | SATTERFIELD 1-18 TBG.                 | HASKELL   | OK | 18-09N-20E       |
| OZ1007401      | SATTERFIELD 2-18 CSG.                 | HASKELL   | OK | 18-09N-20E       |
| OZ1007301      | SATTERFIELD 2-18 TBG.                 | HASKELL   | OK | 18-09N-20E       |
| OZ1025001      | SCHERER B-1                           | PITTSBURG | OK | 34-04N-15E       |
| OZA021801      | SENIOR #1                             | LOGAN     | AR | 12-06N-27W       |
| OZ1028601      | SERVICE DRILLING LAT. DEL             | HASKELL   | OK | 26-09N-20E       |
| OZ1031190      | SEXTON M/M                            | POPE      | AR | 30-09N-20W       |
| OZ1019090      | SHAWNEE DEL. TO OZARK "A"             | PITTSBURG | OK | 05-03N-14E       |
| OZ1023190      | SHAWNEE DEL. TO OZARK "B"             | PITTSBURG | OK | 05-03N-14E       |
| OZA019201      | SHUMATE A #1                          | FRANKLIN  | AR | 14-07N-28W       |
| OZ1030101      | SIGRI GREAT LAKES #1-28               | FRANKLIN  | AR | 28-09N-26W       |
| OZ1009501      | SINGLETON 1-34 CSG.                   | POPE      | AR | 34-09N-20W       |
| OZ1009401      | SINGLETON 1-34 TBG.                   | POPE      | AR | 34-09N-20W       |
| OZ1027301      | SINGLETON 4-34 CSG.                   | POPE      | AR | 34-09N-20W       |
| OZ1027201      | SINGLETON 4-34 TBG.                   | POPE      | AR | 34-09N-20W       |
| OZA022301      | SITES #1                              | LOGAN     | AR | 05-06N-27W       |
| OZ1025801      | SMITH 2-28                            | POPE      | AR | 28-09N-20W       |
| OZ1011401      | SOUTHMAYD #1-17                       | LOGAN     | AR | 17-08N-25W       |
| OZ1007501      | SPEARS 1-24 TBG.                      | HASKELL   | OK | 24-09N-19E       |
| OZ1021101      | SPEARS 2-24                           | HASKELL   | OK | 24-09N-19E       |
| OZA023801      | STAFFORD #1                           | LOGAN     | AR | 18-06N-26W       |
| OZ1027501      | STELLER HASKELL DELIVERY              | LATIMER   | OK | 07-09N-20E       |
| OZ1018901      | STEVENS F #1 M/M                      | PITTSBURG | OK | 01-04N-15E       |

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 FERC Docket: RP94-105-008

**First Revised Sheet No. 27** First Revised Sheet No. 27 : Superseded  
 Superseding: Original Sheet No. 27

GENERAL TERMS AND CONDITIONS  
 (Continued)

MASTER RECEIPT POINT LIST  
 (Continued)

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1025401      | STRIPTease M/M                        | JOHNSON   | AR | 16-09N-24W       |
| OZ1005501      | STROUPE #1                            | LOGAN     | AR | 07-08N-25W       |
| OZ1028501      | STURGIS "A"-4                         | POPE      | AR | 23-09N-20W       |
| OZ1023690      | (REGAL) SHAWNEE RCPT.                 | PITTSBURG | OK | 05-03N-14E       |
| OZ1005601      | THOMPSON L #1                         | LOGAN     | AR | 12-08N-25W       |
| OZA022801      | THOMPSON L #2                         | LOGAN     | AR | 12-08N-25W       |
| OZ1008501      | TOBEY #1                              | FRANKLIN  | AR | 11-08N-29W       |
| OZ1029890      | TRANSOK WILBURTON RECEIPT             | LATIMER   | OK | 21-05N-18E       |
| OZA014301      | UTLEY D 1-31                          | POPE      | AR | 31-09N-20W       |
| OZ1026201      | UTLEY E-1                             | POPE      | AR | 30-09N-20W       |
| OZ1024601      | VARIOUS LEASES M/M                    | POPE      | AR | 18-08N-20W       |
| OZ1029990      | VASTAR WILBURTON RECEIPT              | LATIMER   | OK | 21-05N-18E       |
| OZ1028401      | W.C. CAMP #1-4                        | PITTSBURG | OK | 04-04N-16E       |
| OZ1031390      | WATSON M/M                            | LOGAN     | AR | 25-07N-28W       |
| OZA021401      | WEBB C #1                             | JOHNSON   | AR | 25-10N-23W       |
| OZ1025301      | WEBBER A #1                           | PITTSBURG | OK | 18-05N-17E       |
| OZA018601      | WHEELS #1                             | JOHNSON   | AR | 33-10N-24W       |
| OZ1006601      | WHITEFIELD 1-13 CSG.                  | HASKELL   | OK | 13-09N-19E       |
| OZ1006501      | WHITEFIELD 1-13 TBG.                  | HASKELL   | OK | 13-09N-19E       |
| OZ1028901      | WHITING #2                            | PITTSBURG | OK | 25-04N-15E       |
| OZ1018501      | WHORTON A-1 M/M                       | POPE      | AR | 30-09N-21W       |
| OZA013001      | WIGGINS A #1                          | LOGAN     | AR | 25-08N-26W       |
| OZ1017401      | WIGGINS B #1-30                       | LOGAN     | AR | 30-08N-26W       |
| OZA022501      | WILKINS A #1-25                       | LOGAN     | AR | 24-06N-27W       |
| OZ1005301      | WILLIAMS K #1 CSG.                    | FRANKLIN  | AR | 12-08N-28W       |
| OZ1005201      | WILLIAMS K #1 TBG.                    | FRANKLIN  | AR | 12-08N-28W       |
| OZ1024701      | WILLIAMS K #2 M/M                     | FRANKLIN  | AR | 12-08N-25W       |
| OZ1025201      | WILLIAMS LATERAL M\M                  | LOGAN     | AR | 12-08N-25W       |
| OZ1029401      | WILLIS #1                             | LOGAN     | AR | 06-06N-27W       |
| OZA022001      | WINGFIELD #1 CSG.                     | LOGAN     | AR | 14-06N-27W       |
| OZ1003601      | YOUNG K-1                             | JOHNSON   | AR | 34-09N-26W       |
| OZ1003401      | ZINC #1                               | JOHNSON   | AR | 12-09N-24W       |

All Ozark meter numbers that begin with "OZA" require prior arrangements with an upstream pipeline.

THIS MASTER RECEIPT POINT LIST MAY BE UPDATED FROM TIME TO TIME AS NEW RECEIPT POINTS ARE ADDED TO THE SYSTEM.

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**First Revised Sheet No. 27A** First Revised Sheet No. 27A : Superseded  
Superseding: Original Sheet No. 27A

19. RESERVED FOR FUTURE USE

Effective Date: 05/10/1998 Status: Effective  
FERC Docket: RP98-185-000

**Second Revised Sheet No. 28** Second Revised Sheet No. 28 : Superseded  
Superseding: First Revised Sheet No. 28

Ozark Gas Transmission System Facsimile: (713) 507-6515  
1000 Louisiana, Suite 5800 Telephone: (713) 507-6523  
Houston, Texas 77002  
Attention: Manager, Transportation Services

Re: \_\_\_\_\_ New Service \_\_\_\_\_ Interruptible Service

Gentlemen:

\_\_\_\_\_ (Shipper) hereby requests  
transportation service from Ozark Gas Transmission System  
(Ozark) and concurrently provides the following information  
in connection with this request:

1. Complete legal name and principal place of
2. Type of company:
3. Name of Shipper's contact, address, telephone

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92- 72-003

**First Revised Sheet No. 29** First Revised Sheet No. 29 : Superseded  
Superseding: Original Sheet No. 29

TRANSPORTATION SERVICE REQUEST FORM  
(Continued)

4. State the name, address, telephone number and facsimile number of a twenty-four (24) hour contact person for purposes of dispatching gas to and from delivery and receipt points. State whether this person is an employee of Shipper, or, if not, state relationship to Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Type of Service Requested:

Firm Service (Rate Schedule FTS)  
Interruptible Service (Rate Schedule ITS)  
Subpart B (Section 311)  
Subpart G

If transportation is pursuant to NGPA Section 311, designate the "on behalf of" party:

\_\_\_\_\_  
("On behalf of" letter, if applicable, must be attached to a completed request).

- \*6. If Shipper is requesting service be performed by Ozark for shipper acting as agent for another entity, please specify the full legal name of such entity.

- \*7. The intended use of the gas is:

\_\_\_\_\_ system supply  
\_\_\_\_\_ end use by industry or commerce  
\_\_\_\_\_ other (fill in)

and, if the gas is for other than system supply, please provide the full legal name of the ultimate consumer, and the location (i.e., state) of the ultimate delivery points of the gas to be transported (i.e., if ultimate consumer is an end user, location(s) of plant(s) where gas is to be consumed), and the local distribution company of which the ultimate consumer is the customer:

**First Revised Sheet No. 30** First Revised Sheet No. 30 : Superseded  
Superseding: Original Sheet No. 30

TRANSPORTATION SERVICE REQUEST FORM  
(Continued)

8. Date service is proposed to commence:  
  
Date service is proposed to terminate:
9. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide description of facilities required, location, and requested in-service date.
10. The Maximum Daily Quantity to be transported is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf. The estimated total quantity of gas to be transported during the requested term of service is \_\_\_\_\_ MMBtu and \_\_\_\_\_ Mcf.
11. Name and description of Receipt Point(s) into Ozark's system and the maximum daily quantities expressed in MMBtu and Mcf's of gas to be delivered by Shipper for each point. Shipper may indicate Master Receipt Point list.

(the sum of the maximum quantities above must equal the maximum daily quantity in #10 above.)

12. Name and description of Delivery Point where Ozark will redeliver the gas:
13. The names of those entities delivering gas into Ozark's system and the names of those entities taking gas off Ozark's system:

Ozark Receipt Point(s) Name/Delivering Entity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ozark Delivery Point(s) Name/Taking Entity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92- 72-003

**First Revised Sheet No. 31** First Revised Sheet No. 31 : Superseded  
Superseding: Original Sheet No. 31

TRANSPORTATION SERVICE REQUEST FORM  
(Continued)

\*14. If Shipper is purchasing gas, provide the name of producer(s) of the gas, seller (if different from producer), location (i.e., state) of the source(s) of supply, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and seller(s):

\*15. If Shipper is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and purchaser(s):

16. Credit Evaluation.

Unless Shipper, at the time of submission of the requested service pursuant to Section 3.1 of Transporter's Rate Schedule ITS, has an existing satisfactory credit history with Transporter, Shipper shall submit such information requested by Transporter consistent with the rate schedule applicable to the service requested, sufficient for Transporter to determine Shipper's creditworthiness.

17. Affiliation.

- A. Is a marketing affiliate of the Transporter involved in any transaction associated with this request?                    YES                    NO
- B. Is requestor affiliated with Transporter?
- C. Is Shipper affiliated with Transporter?
- D. Is Gas Supplier affiliated with Transporter?

If answer to any question in this section is "Yes," please specify type and extent of affiliation:

If answer to 17A. is "yes," please indicate whether and by how much the cost of gas to be shipped by Transporter exceeds the price to be received by Shipper after deducting costs associated with the transaction, including those incurred for transportation, i.e., whether the gas is being sold for a loss.

Any change to this section at any time must be communicated to Transporter.

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92-72-003

**First Revised Sheet No. 32** First Revised Sheet No. 32 : Superseded  
Superseding: Original Sheet No. 32

TRANSPORTATION SERVICE REQUEST FORM  
(Continued)

Shipper understands that this request form, complete and unrevised as to format, must be received by Ozark before the transportation request will be accepted and processed. Shipper, by its signature, represents to Ozark (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service and (2) that Shipper will have title to, the right to acquire title to, or the legal right to cause gas to be delivered to Ozark.

Very truly yours,

By \_\_\_\_\_

\* This information is not required at the time of the request but is required at the time Shipper executes the applicable Transportation Service Agreement.

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**Second Revised Sheet No. 33** Second Revised Sheet No. 33 : Superseded  
Superseding: First Revised Sheet No. 33

20. SCHEDULING

20.1 Customer shall nominate gas by notifying

20.2 Nominations may be submitted in writing or via

20.3 The following time line will apply to all

20.4 Transporter reserves the right to waive the

GENERAL TERMS AND CONDITIONS  
(Continued)

- 20.5 All nominations will be confirmed by Transporter via telephone, telecopy or EDI. Transporter will initiate the confirmation process; however, the receiver of the confirmation may relieve the obligation of the sender to send. If the confirmed quantity does not match the nominated quantity, Transporter will use the lesser of confirmed or nominated flow. If no communication is received, the lesser of the new nomination or previously scheduled quantity will be deemed the confirmed quantity for the following Day only. Transporter will notify Customer if no communication is received. If no communication is received for a second Day, the nomination will be rejected.
- 20.6 The formula for calculating fuel for nominations is "(1 - fuel %/100) multiplied by receipt quantity = delivery quantity." The result of the calculation should be rounded to the nearest Dth or Gigajoule (Canada) for each nomination. Transporter will not reject a nomination for reasons of rounding differences of less than five (5) Dth.
- 20.7 All nominations are to be considered original nominations and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.
- 20.8 Nominations for quantities in excess of contract MDQ must be nominated as a separate transaction.
- 20.9 Customers may provide rankings for gas nominated for receipt and delivery. Nominations without a ranking will be scheduled on a pro rata basis. Priority 1 means the highest priority. Priorities 2, 3, etc. are in descending order of priority. Quantities assigned the same rank will be scheduled and curtailed on a pro rata basis. Transporter will use the customer-provided rankings when making reductions during the scheduling and curtailment process when this does not conflict with tariff-based rules.
- 20.10 Transporter will support the use of Package Identification (ID) Codes for nominating, scheduling, confirming, allocating and sales invoices. The Customer may assign a Package ID to each nomination.

*Effective Date: 11/01/1997 Status: Effective*

*FERC Docket: RP97-357-001*

**Substitute Third Revised Sheet No. 35** Substitute Third Revised Sheet No. 35 : Superseded  
Superseding: Second Revised Sheet No. 35

21. INTRA-DAY NOMINATIONS

21.1 All Customers may make unlimited Intra-day

21.2 Intra-day Nominations must be based on a daily

21.3 Intra-day nominations span one day only. Intra-day

21.4 Transporter will attempt to agree with the

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-002

**Third Revised Sheet No. 36** Third Revised Sheet No. 36 : Superseded  
Superseding: Second Revised Sheet No. 36

22. SCHEDULING PENALTIES.

Based upon the daily quantity scheduled to be received by Transporter and such information as Transporter has available concerning the quantity actually received, Transporter shall make daily delivery of Customer's Equivalent Quantity after making adjustments for any prior imbalance in deliveries. Transporter shall not be obligated to receive or deliver gas in excess of the quantities scheduled by Customer, nor shall Transporter be obligated to deliver to Customer at the Delivery Point(s) transportation quantities in excess of the quantities scheduled by Customer. If on any day Customer delivers to Transporter at the Receipt Point(s) quantities which are in excess of or deficient by the greater of 50 Dth's or ten percent of the transportation quantities scheduled by Customer, Shipper shall have forty-eight hours after notification by Transporter or such lesser period as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by the Customer and Transporter's gas dispatchers within the period provided, Transporter shall charge Customer a penalty of \$1.00 per Dth multiplied by the excess quantity in the event of over-deliveries, or \$2.00 per Dth plus the actual replacement cost multiplied by the deficiency quantity in the event of under-deliveries.

23. BALANCING OF TRANSPORTATION QUANTITIES AND IMBALANCE CHARGES.

It shall be the responsibility of the Customer to control and, if necessary, adjust deliveries of gas to Transporter and receipts of transportation gas from Transporter in order to maintain a daily balance of receipts and deliveries. It is the intention of Transporter that daily deliveries of natural gas by Transporter to Customer hereunder shall be approximately equal to daily receipts of natural gas by Transporter from Customer hereunder, less Fuel Usage and Applicable Shrinkage. However, due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than corresponding receipts of natural gas hereunder by Transporter for transportation, less Fuel Usage and Applicable Shrinkage.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-002

**Fourth Revised Sheet No. 37** Fourth Revised Sheet No. 37 : Superseded  
Superseding: Second Revised Sheet No. 36

Transporter will monitor, to the best of its ability receipts and deliveries for each transportation transaction and, based upon information available, advise the Customer of any imbalance situation which has occurred or which may occur unless corrective action is taken. Upon notification, Customer shall be obligated to adjust receipts and deliveries of gas to correct or avoid any imbalance. Any adjustments to receipts and deliveries by Customer, whether or not pursuant to notification from Transporter, shall be coordinated with Transporter's gas dispatchers.

If Customer fails to maintain a balance of receipts and deliveries, Transporter shall impose the imbalance charges, as applicable. Except with respect to the imbalance penalty provided in (b) below, however, no imbalance penalty shall be assessed unless Transporter has notified Customer that an imbalance has occurred or will occur without corrective action and Customer has failed to take action in coordination with Transporter's gas dispatchers. However, Transporter will not assess both daily and monthly imbalance penalties for imbalances occurring in any month; further, Transporter will not assess imbalance penalties in the event Customer's failure to take corrective action is due to force majeure conditions other than temporary failure of gas supply due to factors other than physical impairment of facilities. In calculating imbalances, Transporter shall take into consideration (1) quantities retained for fuel and line loss; (2) make-up quantities used pursuant to Transporter's notification to correct any excess or deficiency in receipt and deliveries; and (3) for purposes of assessing penalties, any offsetting excess or deficiency in deliveries under other contracts between Transporter and Customer. Transporter will not take into account prior period adjustments in calculating an imbalance penalty, if such adjustments cause or increase a current month penalty.

#### 24. MONTHLY IMBALANCE PENALTIES

At least seven days prior to the end of each month, Transporter shall notify Customer if it appears that deliveries to Transporter at the Receipt Point(s) will be in excess of or deficient by five percent or more of the transportation quantities delivered to Customer at the Delivery Point(s).

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FERC Docket: RP97-179-004

**Fourth Revised Sheet No. 38** Fourth Revised Sheet No. 38 : Superseded  
Superseding: Third Revised Sheet No. 36

GENERAL TERMS AND CONDITIONS  
(Continued)

In the event Customer fails to agree upon the appropriate corrective action to be implemented with Transporter's gas dispatchers within two business days after notification, and/or fails to implement the corrective action agreed upon, Transporter shall in the event of over-deliveries, charge Customer a penalty equal to \$1.00 per Dth multiplied by the excess quantity. In the event of under-deliveries, the Transporter shall charge Customer a penalty equal to \$2.00/Dth plus the actual replacement cost multiplied by the deficiency quantity. The appropriate corrective action, if required of Customer, shall include forty-five (45) days to eliminate any imbalance. Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent. Transporter will not impose an imbalance penalty when a prior period adjustment cause or increases a current month penalty.

25. UNAUTHORIZED DELIVERY IMBALANCE CHARGE.

Unauthorized deliveries are deliveries of gas made to Transporter at the Receipt Point(s) prior to the execution of an FTS or ITS Agreement or TTS, SPS or DPS Agreement or submission of the Customer Nomination Form provided in Transporter's General Terms and Conditions. Except in those circumstances in which the integrity of the Transporter's system is threatened, Transporter shall provide Customer with prompt notification (either by telephone or by facsimile) of such unauthorized deliveries, including the system conditions and specific response required, and Customer shall have twenty-four (24) hours after said notification to initiate corrective action. If Customer has not initiated such corrective action within such twenty-four hour period, Transporter shall assess a penalty equal to \$5.00 per Dth multiplied by the unauthorized deliveries. Where system integrity is threatened, Transporter shall have the right to take such action as is necessary to terminate such deliveries without any liability to Transporter.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Third Revised Sheet No. 39** Substitute Third Revised Sheet No. 39 : Superseded  
Superseding: Second Revised Sheet No. 39

26. Balancing At Contract Termination:

Following the termination of the any Service Agreement, with Transporter, Customer shall be required to correct any remaining imbalances within thirty (30) days after the determination by Transporter that an imbalance exists, or within such longer period of time mutually agreed upon by Customer and Transporter. If, after the balancing period, Transporter determines that Customer received from Transporter quantities in excess of the quantities delivered to Transporter by Customer at the Receipt Point(s), Transporter shall charge Customer a penalty equal to \$2.00 per Dth plus the actual replacement cost multiplied by such deficiency quantity at the Receipt Point(s). If, after the balancing period, Transporter determines that Customer received from Transporter quantities that were less than the quantities delivered to Transporter by Customer at the Receipt Point(s), Transporter shall, at its option, retain such over-deliveries at the Receipt Point(s) free and clear of any adverse claims of any party or, shall charge Customer a penalty equal to \$1.00/Dth multiplied by the excess quantity. Transporter has the right to remove excess gas from its system in any manner deemed appropriate; provided however, that Transporter will select methods to remove such excess gas on a non-discriminatory basis.

Nothing in this Section shall limit Transporter's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system. Transporter shall have the right to waive the provisions of this Section; provided, however, that any such waivers granted by Transporter shall be granted, on a basis which is not unduly discriminatory, to all similarly situated Customers under like circumstances.

27. POOLING

Transporter will offer paper pooling services pursuant to Rate Schedules SPS (Supply Pooling Service) and DPS (Delivery Pooling Service).

*Effective Date: 11/01/1997 Status: Effective*

*FERC Docket: RP97-357-001*

**Substitute Second Revised Sheet No. 40** Substitute Second Revised Sheet No. 40 : Superseded  
Superseding: First Revised Sheet No. 36

28. Predetermined Allocations.

28.1 Transporter will permit upstream and downstream

28.2 Transporter will strive to provide the most accurate

28.3 Transporter will support the following allocation

28.4 Transporter will report daily operational allocations

28.5 Transporter will calculate and report allocated

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-179-004

**Second Revised Sheet No. 41** Second Revised Sheet No. 41 : Superseded  
Superseding: First Revised Sheet No. 41

GENERAL TERMS AND CONDITIONS  
(Continued)

29. COMPLIANCE WITH GISB STANDARDS.

Transporter will comply with all GISB standards including, but not limited to, the following:

Principle 1.1.4: Transporter will not require pre-nominations.

Principle 1.1.7: Transporter will neither require nor support the use of activity codes.

Principle 1.1.8: Transporter and Customers shall use common codes for location points and legal entities in all communications.

Standard 1.3.27: The key should be composed of: service requester (Service Agreement), transaction type, upstream party, upstream contract (when applicable), receipt location (as applicable), downstream party, (as applicable) downstream contract (when applicable), delivery location (as applicable), package ID, capacity type indicator (where mutually agreed), service provider activity code (where mutually agreed). Upon receipt by a service provider from service requester of a transaction whose key elements match those previously received by the service provider from the service requester, the service provider should then process the begin date/time and end date/time consistent with the intentions of the standard 1.3.7 and then process the rest of transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g. is not applicable, is not supported or is not mutually agreed upon) the pertinent portion of the key would be determined to be null.

Standard 1.3.28: For current in-kind fuel reimbursement procedures, fuel rates should be made effective only at the beginning of the month.

Principle 2.3.2: Two welded parties should agree on who submits a predetermined allocation methodology and who allocates at the point before gas flows.

Principle 4.1.1: The technology model and principles should be followed in implementing GISB's business standards electronically. The following schematic describes the EDM technology model that should exist post 4/1/97, that as agreed upon in the following standard is subject to validation:

4.3.1 By 4/1/97, all parties sending and receiving data should accept a TCP/IP using PPP connection. At a minimum, sending and receiving parties should designate an internet address as a designated site for the receipt and delivery of GISB standardized data sets subject to the successful completion of pilot testing by 1/1/97 to ensure that security, performance (within GISB standard data transmission time), and reliability are acceptable. The GISB data file format should be utilized. The Future Technology Task Force should determine the direction of outstanding issues such as security, archiving, receipt notification, etc., by 7/1/96.

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*FERC Docket: RP97-179-004*

**Second Revised Sheet No. 42** Second Revised Sheet No. 42 : Superseded  
Superseding: First Revised Sheet No. 42

GENERAL TERMS AND CONDITIONS  
(Continued)

FUTURE TECHNOLOGY MODEL +

+ 1. Technology and mechanisms that are at the sole discretion of the customer.

+ 2. Technology and mechanisms that are at the sole discretion of the provider.

Principle 4.1.2: The Electronic Delivery Mechanism does not pick winners, rather it should create an environment where the marketplace can dictate a winner or winners.

Principle 4.1.3: The solutions should be cost effective, simple and economical.

Principle 4.1.4 The solutions should provide for a seamless marketplace for natural gas.

Principle 4.1.5: Data should be made available to all requesters in an accepted standard format comparable both in time and delivery mechanism.

Principle 4.1.6: Data providers (transportation service providers) should interface with third party vendors according to GISB standards.

Principle 4.1.7: Electronic communications between parties to the transaction should be done on a nondiscriminatory basis, whether through an agent or directly with any party to the transaction.

Principle 4.1.8: The same business result should occur regardless of the electronic delivery mechanism: this principle should guide definition of the business process, data content of the transaction, and the timing of the transaction.

Principle 4.1.9: Service providers should post clear and precise business processing rules at the designated site, or in writing, upon request.

Principle 4.1.10: There should be at least one standard (computer-to-computer exchange of transactional data) for data exchange format.

Principle 4.1.11: The proposed future technology model reflects a minimum standard capability for 4/1/97. This model represents ongoing process and is subject to later revisions depending on the findings of the Future Technology Task Force.

Principle 4.1.12: Protocols and tools that parties elect to support should be "Internet-compatible."

Principle 4.1.13: Regarding the request that EBBs need to provide the ability to create and print specialized reports, the data should be made available so as to permit the users of the information to download the data to be used in their applications.

Principle 4.1.14: The industry should use standard policies and guidelines for testing new data sets. These guidelines are currently developed using the GISB guideline adoption procedures (GAP).



GENERAL TERMS AND CONDITIONS  
(Continued)

Standard 4.3.1: By 4/1/97, all parties sending and receiving data should accept a TCP/IP connection. At a minimum, sending and receiving parties should designate an internet address as a designated site for the receipt and delivery of GISB standardized data sets subject to the successful completion of pilot testing by 1/1/97 to ensure that security, performance (within GISB standard data transmission time), and reliability are acceptable. The GISB data file format should be utilized. The Future Technology Task Force should determine the direction of outstanding issues such as security, archiving, receipt notification, etc., by 7/1/96.

Standard 4.3.2 On time stamping, data leaves control of the originator by the same time (deadline), regardless of mechanism (3rd service provider time stamp is acceptable) and 15 minutes of communication time should be available to allow accumulation of all transactions to the pipeline. A standard network protocol (TCP/IP) should be in service for direct connect to the pipeline designed site by 4/1/97.

Standard 4.3.3: Originating party is any system originating/creating the document reflecting the transaction to be submitted (this could also include a third-party service provider or a transportation service provider's EBB). Within the 15-minute window the transaction should be received by the receiving party. Errors in transmission shall be governed by the terms and conditions of the trading partner agreement between the parties. The receiving party may also waive the 15-minute window requirement at its own discretion.

Standard 4.3.5: Documents that are made available on the Transporter's designated site are downloadable on demand in a GISB specified electronic structure.

Standard 4.3.6: Transporter has established an HTML site accessible via the Internet's World Wide Web. This web site can be accessed at <http://www.ozarkgas.com>.

Standard 4.3.7: At a minimum, the designated site should be accessible via the public Internet. This specifically does not preclude location of the designated site on a private intranet as long as the designated site is accessible via the public Internet.

Standard 4.3.8: The minimum acceptable protocol should be HTTP. All sending and receiving parties should be capable of sending and receiving using HTTP.

Effective Date: 08/01/1998 Status: Effective  
FERC Docket: RP98-283-000

**Second Revised Sheet No. 43A** Second Revised Sheet No. 43A : Superseded  
Superseding: First Revised Sheet No. 43A

Standard 4.3.9: There is a time stamp (HTTP Time-stamp) that designates the time that a file is received at the designated site. The receiving party should generate a time-stamp upon successful receipt of the complete file and send as an immediate response to the sending party. The time-stamp should be generated by Common Gateway Interface (CGI) of the receiving party, prior to further processing by the CGI.

Standard 4.3.10: The time-stamp should be included in the HTTP response back to the sender of the original HTTP transaction. It is recommended that the server clock generating the time-stamp be synchronized with the National Institute of Standards and Technology (NIST) time in order to mitigate discrepancies between the clocks of the sender and receiver.

Standard 4.3.11: The HTTP response should be sent to the sending Internet Protocol (IP) address. Other response documents should be returned to the official designated site defined in the Trading Partner Agreement.

Standard 4.3.12: As a minimum, within a trading partner agreement, one designated site should be identified by a specific Uniform Resource Locator (URL). This does not preclude multiple designated sites being mutually agreed to between trading partners.

Standard 4.3.13: The sender should make three attempts to complete a unit of work. After three failed attempts, it should be considered a failure.

Standard 4.3.14: The roles of sender and receiver are defined in following table. The entire table defines a unit of work. (A unit of work consists of one complete HTTP transaction as defined the technical specifications of the HTTP protocol (Internet Engineering Task Force RFC 1945) The roles of sender and receiver are also defined in that document.)

|                      |                   |                       |
|----------------------|-------------------|-----------------------|
| Client (Sender)      | Server (Receiver) | CGI (Receiver)        |
| Connect              | Accept Connection |                       |
| Write                | Read              | Start of Receipt      |
| Write                | Read              |                       |
| EOF (send)           | Read              | End of Receipt        |
| Read (HTTP response) |                   | Write (HTTP response) |
| Received             |                   |                       |
| EOF (HTTP response)  |                   |                       |

Standard 4.3.15: Trading partners should implement all security features (secure authentication, integrity, privacy, and non-repudiation) using a file-based approach via a commercially available implementation of PGP 2.6 or greater (or compatible with PGP 2.6). Trading partners should also implement basic authentication. This should be regarded as an interim solution since this technology is not an open standard. This technology supports all of the above security features while providing independence of choice of Web servers and browsers. Encryption keys should be self-certified and the means of exchange should be specified in the trading partner agreement.

Standard 4.3.16: The documents identified in GISB Standard 4.3.6 will be made available in HTML or RTF format.

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*FERC Docket: RP98-283-000*

**Third Revised Sheet No. 43B** Third Revised Sheet No. 43B : Superseded  
Superseding: Substitute Second Revised Sheet No. 43B

Standard 5.3.12: Bids and Offers should be complete before being posted. Only posted offers and bids should be available electronically.

Standard 5.3.18: System-wide notices should have a separate category for notices that are not critical.

Standard 5.3.20: Capacity Release historical data should be made available on a consistent basis from the transportation service provider, which should provide for retrieval of open and closed offers during the FERC archival period.

Standard 5.3.21: On the bidding formats, the number of decimal places for offers, bids, and awards should be equal to the (4) four decimal places in the stated rates per Transporter's Rate Schedule FTS, Sheet No. 5.

Standard 5.3.22: For less than maximum rate transactions only, converting daily rate to monthly rate is accomplished by multiplying the daily rate times the number of days in rate period, dividing the result by number of months in rate period and taking the remainder out to 5 decimal places and rounding up or down to the Transporter's specified decimal place. Converting a monthly rate to a daily rate is accomplished by multiplying the monthly rate times the number of months in rate period; dividing the result by number of days in rate period and taking the remainder out to 5 decimal places and rounding up or down to the Transporter's specified decimal place.

Standard 5.3.30: The Upload to Pipeline of Prearranged Deal (UPPD) bidder confirmation and validation process will support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties will be on a mutually agreeable basis.

*Effective Date: 06/01/1997 Status: Effective*

*FERC Docket: RP97-179-002*

**First Revised Sheet No. 44** First Revised Sheet No. 44 : Superseded  
Superseding: Second Revised Sheet No. 36

30. Data Elements Usage

Transporter will use the standardized data sets adopted by the Commission in Order No. 587. Transporter will adhere to the following definitions for usage of these data elements:

1. Mandatory (M) means the data element (information)
2. Conditional (C) means that the presence of data in
3. Sender's Option (SO) means that this element is
4. Business Conditional (BC) means the data element
5. Mutually Agreeable (MA) means that the data

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**Second Revised Sheet No. 45** Second Revised Sheet No. 45 : Superseded  
Superseding: First Revised Sheet No. 45

Transporter will support GISB Version 1.2 for the following standardized data sets. Transporter will provide information regarding its intended usage of Business Conditional and Mutually Agreeable data elements upon request.

GISB Standard 1.4.1: Nomination Data Dictionary  
GISB Standard 1.4.2: Nomination Quick Response Data Dictionary  
GISB Standard 1.4.3: Request for Confirmation Data Dictionary  
GISB Standard 1.4.4: Confirmation Response Data Dictionary  
GISB Standard 1.4.5: Scheduled Quantity Data Dictionary  
GISB Standard 1.4.6: Scheduled Quantity for Operator  
GISB Standard 2.4.1: Pre-determined Allocation Data Dictionary  
GISB Standard 2.4.2: Pre-determined Allocation Data Dictionary - Quick Response  
GISB Standard 2.4.3: Allocation Statement Data Dictionary  
GISB Standard 2.4.4: Shipper Imbalance Data Dictionary  
GISB Standard 2.4.5: Measurement Information Data Dictionary  
GISB Standard 2.4.6: Measured Volume Audit Statement  
GISB Standard 3.4.1: Transportation/Sales Invoice  
GISB Standard 3.4.2: Payment Remittance Data Dictionary  
GISB Standard 3.4.3: Statement of Account Data Dictionary  
GISB Standard 5.4.1: Capacity Release - Firm Transportation and Storage - Offer Data Dictionary  
GISB Standard 5.4.2: Capacity Release - Bid Review Data Dictionary  
GISB Standard 5.4.3: Capacity Release - Firm Transportation and Storage - Award Notice Data Dictionary  
GISB Standard 5.4.4: Capacity Release - Replacement Capacity Data Dictionary  
GISB Standard 5.4.5: Capacity Release - Firm Transportation and Storage - Withdrawal Data Dictionary  
GISB Standard 5.4.6: Capacity Release - Electronic Withdrawal Upload Data Dictionary  
GISB Standard 5.4.7: Capacity Release - Upload to Pipeline of Prearranged Deal Data Dictionary  
GISB Standard 5.4.8: Capacity Release - Upload to Pipeline of Prearranged Deal - Validation Data Dictionary  
GISB Standard 5.4.9: Capacity Release - Upload to Pipeline of Prearranged Deal - Notify and Request to Confirm Data Dictionary  
GISB Standard 5.4.10: Capacity Release - Upload to Pipeline of Prearranged Deal - Bidder Confirmation Data Dictionary  
GISB Standard 5.4.11: Capacity Release - Upload to Pipeline of Prearranged Deal - Bidder Confirmation Validation Data Dictionary  
GISB Standard 5.4.12: Capacity Release - Upload to Pipeline of Prearranged Deal - Final Disposition Data Dictionary  
GISB Standard 5.4.13: Capacity Release - Operationally Available and Unsubscribed Capacity Data Dictionary  
GISB Standard 5.4.14: Capacity Release - Upload of Request for Download Data Dictionary  
GISB Standard 5.4.15: Capacity Release - Response to Upload of Request for Download Data Dictionary  
GISB Standard 5.4.16: Capacity Release - System-Wide Notices Data Dictionary  
GISB Standard 5.4.17: Capacity Release - Note/Special Instruction Data Dictionary

*Effective Date: 09/08/1998 Status: Effective*

*FERC Docket: GT98-91-000*

**Fourth Revised Sheet No. 46** Fourth Revised Sheet No. 46 : Superseded  
Superseding: Third Revised Sheet No. 46

GENERAL TERMS AND CONDITIONS  
(Continued)

31. NON-CONFORMING AGREEMENTS.

A. Sonat Exploration Company, dated May 1, 1996.

*Effective Date: 09/08/1998 Status: Effective*

*FERC Docket: GT98-91-000*

**Sheet No. 47** Sheet No. 47 : Superseded

SHEET NOS. 47 - 83 RESERVED FOR FUTURE USE

*Effective Date: 10/01/1993 Status: Effective*

*FERC Docket: RS92-72-003*

**First Revised Sheet No. 68** First Revised Sheet No. 68 : Superseded  
Superseding: Original Sheet Nos. 68-83

Original Sheet Nos. 68-83 have been cancelled by this  
First Revised Sheet No. 68.

SHEET NOS. 68-83 RESERVED FOR FUTURE USE.

Effective Date: 09/03/1991 Status: Effective  
FERC Docket: RP91-208-000

**Original Sheet No. 84** Original Sheet No. 84 : Superseded

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This FTS Rate Schedule is available for firm transportation service by Ozark Gas Transmission System (hereinafter called Transporter) for any person (hereinafter called Shipper) provided that (i) Transporter and Shipper have entered into appropriate Firm Transportation Service Agreement(s) (FTS Agreement(s)) applicable to the requested Point(s) of Delivery for a term to be set forth in the FTS Agreement(s) in the form contained in Transporter's FERC Gas Tariff, and (ii) Shipper meets the creditworthiness criteria set forth in Section 5 of this FTS Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transporter shall accept, for the account of Shipper at the Point(s) of Receipt on any day the quantity of natural gas tendered by or for the account of Shipper; provided, however, Transporter shall not be obligated to receive at any Point(s) of Receipt on any day a quantity of natural gas in excess of the applicable Maximum Daily Quantity (MDQ) plus Fuel Usage and Applicable Shrinkage, nor shall Transporter be obligated to receive at all Point(s) of Receipt a cumulative quantity of natural gas in excess of the MDQ plus Fuel Usage and Applicable Shrinkage without the consent of Transporter. Upon receipt of such natural gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of natural gas at the Point(s) of Delivery; provided, however, Transporter shall not be obligated to deliver at any Point(s) of Delivery on any day a quantity of natural gas in excess of the applicable MDQ, nor shall Transporter be obligated to deliver at all Point(s) of Delivery

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

a cumulative quantity of natural gas in excess of the applicable MDQ. Transportation hereunder shall be firm and shall not be subject to curtailment or interruption or discontinuance, except as provided in Section 8 of this Rate Schedule.

- 2.2 a. When new and/or expanded facilities are required to accommodate receipt of gas under this FTS Rate Schedule and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall construct such facilities.
- b. Except where (i) Transporter and Shipper mutually agree to share in the cost, or (ii) Transporter agrees to pay for the entire cost, Shipper shall pay for any facilities required to accommodate the receipt of gas under this FTS Rate Schedule. Transporter's determination to pay for all or a portion of such costs shall be based on whether such facilities will be economically beneficial to Transporter.
- c. For the purposes of determining whether a project to transport gas is economically beneficial to Transporter, Transporter shall evaluate each prospective project based upon the incremental cost

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

of the construction and operation of the facilities to be constructed by Transporter, and the incremental revenues that Transporter estimates will be generated as a result of constructing and/or modifying such facilities. In estimating the revenues to be generated, Transporter will calculate the revenues based upon the applicable transportation rates, exclusive of any ACA and/or GRI charges, and the projected incremental volumes expected to be transported. Transporter will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Transporter's system.

- d. In situations where Shipper is required to pay for the total cost of the new facilities, Shipper's payment for the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" (CIAC), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e., Tax Reimbursement = (Tax Rate x (CIAC - Present Value of Tax Depreciation)) x (1 + (Tax Rate / (1 - Tax Rate))).

The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.

- e. Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions.
- f. All facilities installed by Transporter under this Section 2.2 shall be owned and operated by Transporter.

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**Fourth Revised Sheet No. 85B** Fourth Revised Sheet No. 85B : Superseded  
Superseding: Third Revised Sheet No. 85B

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 2.3 If on any day, Transporter determines that the capacity on its pipeline system is insufficient to serve all FTS Shippers, then Transporter will schedule transportation service in accordance with the following:
- (a) First, for firm Shippers under Rate Schedule FTS nominating to a primary delivery point, Transporter will schedule transportation service for Primary Points based on capacity contracted.
  - (b) Second, for firm Shippers under Rate Schedule FTS nominating to a Secondary Point, Transporter will schedule transportation service for the capacity remaining after primary service is fulfilled on a pro-rata basis, based on nominations.
3. RATE
- 3.1 The rate for transportation under this FTS Rate Schedule shall consist of (i) a monthly demand charge, as set forth in Section 3.2 of this FTS Rate Schedule, (ii) a commodity charge, as set forth in Sections 3.4 and 3.5 of this FTS Rate Schedule, (iii) an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, (iv) if applicable, a Gas Research Institute unit charge, as set forth in Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and (v) the costs, if any, both direct and indirect, incurred by Transporter as a result of implementing FERC Order No. 636 that are authorized by the FERC pursuant to a filing with the FERC under Section 4 of the Natural Gas Act.
- 3.2 The maximum monthly demand charge shall be equal to the applicable rate per MMBtu set forth in the currently effective Sheet No. 4 of this FERC Gas Tariff multiplied by the MDQ specified in the applicable service agreement. Transporter may elect to charge on a nondiscriminatory basis demand charges less than the maximum. However, Transporter is not obligated to transport gas at less than the maximum rate set forth on Sheet No. 4 of this FERC Gas Tariff.

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FERC Docket: RP95-458-000

**Third Revised Sheet No. 86** Third Revised Sheet No. 86 : Superseded  
Superseding: Second Revised Sheet No. 86

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 3.3 The FTS Rate shall include a commodity charge, as set forth on the Schedule of Rates for Transportation of Natural Gas and Other Related Services of Transporter's FERC Gas Tariff, of which this FTS Rate Schedule is part and which is hereby incorporated herein. Unless Transporter notifies Shipper to the contrary, the applicable commodity charge shall be the Maximum Rate.
- 3.4 Transporter may from time to time and at any time adjust, on a non-discriminatory basis, the commodity charge component of the FTS Transportation Rate to be charged to any Shipper. Any adjusted commodity charge shall not be less

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FERC Docket: RP94-105-008

**Second Revised Sheet No. 87** Second Revised Sheet No. 87 : Superseded  
Superseding: First Revised Sheet No. 87

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

than the currently effective Minimum Commodity Rate, as set forth in Transporter's FERC Gas Tariff. Unless otherwise provided in the FTS Agreement, Transporter may commence such lower commodity charges at any time on twenty-four (24) hour verbal or written notice and may increase such commodity charge to a level not to exceed the applicable Maximum Commodity Rate at any time on twenty-four (24) hours verbal or written notice. Any verbal notice hereunder shall be confirmed in writing by Transporter within forty-eight (48) hours.

- 3.6 If Transporter adjusts the commodity charges to any Shipper under Section 3.5, the Transporter shall file all required reports with the Federal Energy Regulatory Commission.
- 3.7 Billing and payment procedures applicable to transportation service pursuant to this Rate Schedule are set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 3.8 In addition to the rates charged for transportation provided under this FTS Rate Schedule, Shipper shall reimburse Transporter:
  - (a) For the costs, as determined under Section 2.2 of this FTS Rate Schedule, of facilities installed by Transporter with Shipper's consent to receive, measure, transport and deliver natural gas for the account of Shipper.
  - (b) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of gas to reimburse Transporter for volumes of natural gas consumed by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be

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**First Revised Sheet No. 88** First Revised Sheet No. 88 : Superseded  
Superseding: Original Sheet No. 88

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

charged to firm shippers based on the percentages shown on Rate Sheet No. 4.

- (c) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's FTS Agreement or by any applicable regulation.
- (d) For all charges incurred for scheduling and/or delivery imbalances, as set forth in Section 6 of this FTS Rate Schedule.

4. DATA REQUIRED FOR VALID REQUESTS FOR FIRM TRANSPORTATION

- 4.1 All Shippers requesting firm transportation service to commence on or after the effective date of this FTS Rate Schedule must provide the information required by Transporter's Service Request Form included in Transporter's General Terms and Conditions in order to qualify for firm transportation service. A request shall be considered valid only if it contains all applicable information requested by Transporter's Service Request Form. All requests for service shall be sent to Transporter at:

Ozark Gas Transmission System  
13430 Northwest Freeway #1200  
Houston, Texas 77040  
Attention: Transportation Coordinator

- 4.2 In addition to containing all the applicable information requested by Transporter's Service Request Form, acceptance of a request for service is subject to the Creditworthiness provisions, as set forth in Section 5 of this FTS Rate Schedule.

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*FERC Docket: RP98-185-000*

**First Revised Sheet No. 88A** First Revised Sheet No. 88A : Superseded  
Superseding: Original Sheet No. 88A

4. DATA REQUIRED FOR VALID REQUESTS FOR FIRM TRANSPORTATION

4.1 All Shippers requesting firm transportation

4.2 In addition to containing all the applicable

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 4.3 The date that service is requested to commence shall be no later than 90 days from the date of the request or, if construction of facilities is required by Transporter, the date on which all necessary governmental authorizations are received and construction of any required facilities is completed.
- 4.4 In the event Transporter determines that Shipper's request does not comply with Section 4.1, Transporter shall notify Shipper within ten (10) days of receipt of the original request of the deficiencies and the additional information or changes required to complete the request. If Shipper's request, as supplemented within fifteen (15) days after such notice, is satisfactory, then Shipper's original request date shall be used for purposes of Transporter's log. If Shipper's request, as supplemented within said fifteen (15) days, remains incomplete and deficient, then Shipper's request shall be deemed null and void.
- 4.5 If Transporter cannot honor a request for firm transportation due to insufficient capacity, such request shall not be of a continuing nature but rather shall remain valid only for thirty (30) days after the date Transporter notifies Shipper of insufficient capacity. Thereafter, Shipper's request shall be deemed null and void.
- 4.6 An FTS Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for firm transportation. In the event that the FTS Agreement is not executed by Shipper within the later of thirty (30) days after Transporter tendered the FTS Service Agreement or the date of Transporter's acceptance in writing of Shipper's request for firm transportation, the FTS Agreement and the corresponding transportation request shall be deemed to be null and void.

**Original Sheet No. 90** Original Sheet No. 90 : Superseded

- 4.7 Certifications. By executing the FTS Agreement, Shipper certifies:
- (1) that Shipper either has title to the gas to be transported by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the gas to be transported by Transporter;
  - (2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the gas to the party ultimately receiving the gas; and
  - (3) if Shipper is requesting service hereunder to be implemented pursuant to section 311 of the Natural Gas Policy Act, that Shipper has or will have prior to the commencement of service certification by a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act, on whose behalf the transportation will be performed that the transportation will be "on behalf of" a local distribution company or intrastate pipeline company as that term may be defined by the Commission.
- 4.8 At the time that an FTS Agreement is executed, Shipper shall provide the names of the entities ultimately receiving the gas (except where the Shipper is an LDC, interstate pipeline or intrastate pipeline purchasing the gas for its system supply) and verification that all end-users have executed sales contracts to use the transportation service provided for in the FTS Agreement.

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**First Revised Sheet No. 91** First Revised Sheet No. 91 : Superseded  
Superseding: Substitute Original Sheet No. 91

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

5. CREDITWORTHINESS

5.1 Prior to execution of an FTS Agreement, Shipper shall be required to establish creditworthiness with Transporter. Transporter shall not be required to execute an FTS Agreement on behalf of any Shipper who fails to meet Transporter's standard for creditworthiness. Any Shipper failing to meet Transporter's standard for creditworthiness may still receive service under this FTS Rate Schedule if Shipper furnishes, and maintains for the term of the FTS Agreement, acceptable to Transporter either (i) a guarantor letter from a creditworthy party, or (ii) the following:

- (a) a standby letter of credit from a major bank in an amount equal to the charge for performing the service for Shipper at the contracted MDQ for three months; or
- (b) an escrow account for all Shipper's revenues from gas sales associated with the transportation service to cover transportation charges for three months.

Transporter shall not be required to initiate firm service under an FTS Agreement to a Shipper who becomes insolvent.

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**First Revised Sheet No. 92** First Revised Sheet No. 92 : Superseded  
Superseding: Original Sheet No. 92

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 5.2 The determination of Shipper's creditworthiness shall be based upon:
- (a) Cash flow consideration: comparison of Shipper's estimated share of the minimum bill, as set forth in Section 3.2 of this FTS Rate Schedule during the first year of service with information derived from Shipper's financial statements.
  - (b) Balance sheet consideration: comparison of the net present value of Shipper's estimated total financial obligation to Transporter over the term of the requested FTS Agreement with information derived from Shipper's financial statements.
  - (c) Credit/financial history: any credit information obtained from banks or other third parties will be used in the overall evaluation process.
- 5.3 For purposes of Section 5.1 of this FTS Rate Schedule, the insolvency of a Shipper shall be evidenced by the filing by Shipper or its parent of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Shipper as bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect to the Shipper under applicable Federal or state laws, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

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*FERC Docket: RP97-179-002*

**First Revised Sheet No. 93** First Revised Sheet No. 93 : Superseded  
Superseding: Substitute Original Sheet No. 93

6. SCHEDULING OF RECEIPTS AND DELIVERIES

Scheduling is performed pursuant to Section 20  
of Transporter's General Terms and Conditions.

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**First Revised Sheet No. 94** First Revised Sheet No. 94 : Superseded  
Superseding: Substitute Original Sheet No. 94

The following tariff sheets have been canceled by  
this First Revised Sheet No. 94:

Substitute Original Sheet No. 94

Substitute Original Sheet No. 95

Substitute Original Sheet No. 96

Substitute Original Sheet No. 97

Sheet Nos. 94-97 are reserved for future use.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

6.6 Balancing of Transportation Quantities and Imbalance Charges. It shall be the responsibility of the Shipper to control and, if necessary, adjust deliveries of gas to Transporter and receipts of transportation gas from Transporter in order to maintain a daily balance of receipts and deliveries. It is the intention of Transporter that daily deliveries of natural gas by Transporter to Shipper hereunder shall be approximately equal to daily receipts of natural gas by Transporter from Shipper hereunder, less Fuel Usage and Applicable Shrinkage. However, due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than corresponding receipts of natural gas hereunder by Transporter for transportation, less Fuel Usage and Applicable Shrinkage. Transporter will monitor, to the best of its ability, receipts and deliveries for each transportation transaction and, based upon information available, advise the Shipper of any imbalance situation which has occurred or which may occur unless corrective action is taken. Upon notification, Shipper shall be obligated to adjust receipts and deliveries of gas to correct or avoid any imbalance. Any adjustments to receipts and deliveries by Shipper, whether or not pursuant to notification from Transporter, shall be coordinated with Transporter's gas dispatchers.

If Shipper fails to maintain a balance of receipts and deliveries, Transporter shall impose the imbalance charges, as applicable. No imbalance penalty shall be assessed unless Transporter has notified Shipper that an imbalance has occurred or will occur without corrective action and Shipper has failed to take action in coordination with Transporter's gas dispatchers. However, Transporter will not assess both scheduling penalties and monthly imbalance penalties for imbalances occurring in any month. Further, Transporter will not assess penalties in the event Shipper's failure to take corrective action is due to force majeure conditions, as defined in Section 8 of this FTS Rate Schedule, other than temporary failure of gas supply due to factors other than physical impairment of facilities. In calculating imbalances, Transporter shall take into consideration (1) quantities retained for fuel and line loss; (2) make-up quantities used pursuant to Transporter's notification to correct any excess or deficiency in receipt and deliveries; and (3) for purposes of assessing penalties, any offsetting excess or deficiency in deliveries under other transportation contracts between Transporter and Shipper.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- (a) Monthly Imbalance Penalties: At least seven days prior to the end of each month, Transporter shall notify Shipper if it appears that deliveries to Transporter at the Receipt Point(s) will be in excess of or deficient by five percent or more of the transportation quantities delivered to Shipper at the Delivery Point(s). In the event Shipper fails to agree upon the appropriate corrective action to be implemented with Transporter's gas dispatchers within two business days after notification, and/or fails to implement the corrective action agreed upon, Transporter shall, in the event of over-deliveries, charge Shipper a penalty equal to \$1.00 per MMBtu multiplied by the excess quantity. In the event of under-deliveries, Transporter shall charge Shipper a penalty equal to \$2.00 per MMBtu plus the actual replacement cost multiplied by the deficiency quantity. The appropriate corrective action, if required of Shipper, shall include forty-five (45) days to eliminate any imbalance. Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.
- (b) Unauthorized Delivery Imbalance Charge: Unauthorized deliveries are deliveries of gas made to Transporter at the Receipt Point(s) prior to the execution of an FTS Agreement or submission of the Customer Nomination Form provided in Transporter's General Terms and Conditions. Except in those circumstances in which the integrity of the Transporter's system is threatened, Transporter shall provide Shipper with prompt notification (either by telephone or by facsimile) of such unauthorized deliveries, and Shipper shall have twenty-four (24) hours after said notification to initiate corrective action. If Shipper has not initiated such corrective action within such twenty-four hour period, Transporter shall assess a penalty equal to \$5.00 per MMBtu multiplied by the unauthorized deliveries. Where system integrity is threatened, Transporter shall have the right to take such action as is necessary to terminate such deliveries without any liability to Transporter.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

(c) Balancing At Contract Termination: Following the termination of the FTS Service Agreement, Shipper shall be required to correct any remaining imbalances within thirty (30) days after the determination by Transporter that an imbalance exists, or within such longer period of time mutually agreed upon by Shipper and Transporter. If, after the balancing period, Transporter determines that Shipper received from Transporter quantities in excess of the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall charge Shipper a penalty equal to \$2.00 per MMBtu plus the actual replacement cost multiplied by such deficiency quantity at the Receipt Point(s). If, after the balancing period, Transporter determines that Shipper received from Transporter quantities that were less than the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall, at its option, retain such over-deliveries at the Receipt Point(s) free and clear of any adverse claims of any party or, shall charge Shipper a penalty equal to \$1.00/MMBtu multiplied by the excess quantity. Transporter has the right to remove excess gas from its system in any manner deemed appropriate; provided however, that Transporter will select methods to remove such excess gas on a non-discriminatory basis.

6.7 Nothing in this Section 6 shall limit Transporter's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system. Transporter shall have the right to waive the provisions of this Section 6; provided, however, that any such waivers granted by Transporter shall be granted, on a basis which is not unduly discriminatory, to all similarly situated Shippers under like circumstances.

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**First Revised Sheet No. 98** First Revised Sheet No. 98 : Superseded  
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RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

7. POINTS OF RECEIPT AND DELIVERY

7.1 Point(s) of Receipt. The Point(s) of Receipt under this FTS Rate Schedule shall be at such points as may be agreed to by the parties as set forth in executed FTS Agreements between Transporter and Shipper and authorized by FERC where Shipper shall deliver, or cause to be delivered, natural gas to Transporter for transportation service. Shipper may designate Transporter's Master Receipt Point List ("MRPL"), which shall include all of Transporter's authorized Points of Receipt. The MRPL is included in Section 18 of the General Terms and Conditions which is part of this Rate Schedule FTS; provided, however, that Transporter may update such MRPL from time to time as new receipt points are added to Transporter's system.

Shipper shall have the right to adjust capacity at existing Point(s) of Receipt or deliver gas into Point(s) of Receipt not originally set forth in the executed FTS Agreements; provided, however, that in order to provide service at such adjusted or additional Point(s) of Receipt, Transporter shall not be required to interrupt or curtail firm transportation services already being provided by Transporter to other Shippers at such adjusted or additional Point(s) of Receipt. Any new Point(s) of Receipt agreed to by the parties pursuant to this Section shall be added to the executed FTS Agreements.

7.2 Point(s) of Delivery. The Point(s) of Delivery under this FTS Rate Schedule shall be the points where Transporter shall deliver natural gas to or for the account for Shipper after transportation and shall be at such points as may be agreed to by the parties as set forth in executed FTS Agreements between Transporter and Shipper and authorized by FERC.

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**First Revised Sheet No. 99** First Revised Sheet No. 99 : Superseded  
Superseding: Original Sheet No. 99

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

8. FORCE MAJEURE

8.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed FTS Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed FTS Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under the FTS Agreement; provided, however, such force majeure condition shall be remedied with all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.

8.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alternations to machinery or lines of pipe; failure of surface equipment of pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or conditions of this FTS Rate Schedule or an

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RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

executed FTS Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

8.3 Service under this FTS Rate Schedule may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of natural gas on any day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.

8.4 In the event on any day Transporter is unable to receive for transportation the total MDQ of any Shipper receiving service under this FTS Rate Schedule due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be allocated pro rata based on MDQ.

9. RECEIPT AND DELIVERY PRESSURE

Transporter shall not be obligated to deliver natural gas at the Point(s) of Delivery at a pressure in excess of the delivery pressure specified in the FTS Service Agreement. Transporter shall not be obligated to reduce the existing level of pressure at any Point(s) of Receipt in order to effectuate receipt of natural gas.

10. LAWS AND REGULATIONS

10.1 This FTS Rate Schedule and the executed FTS Agreement and the obligations of the parties

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**Second Revised Sheet No. 101** Second Revised Sheet No. 101 : Superseded  
Superseding: First Revised Sheet No. 101

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service provided under this FTS Rate Schedule is implemented pursuant to Transporter's blanket certificate issued pursuant to section 7(c) of the Natural Gas Act.

11. ASSIGNMENTS

11.1 Either Transporter, Shipper or both may assign or pledge the executed FTS Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute covering substantially all of its properties; otherwise neither party may assign the executed FTS Agreement, in whole or in part, or any of its rights hereunder, except as provided for in Section 11.2 of this Agreement, unless it first shall have obtained the written consent of the other party.

11.2 Assignment of firm capacity by Shipper pursuant to 18 C.F.R. Section 284.242. Transporter's requirements for approval of any assignment of capacity subject to this Agreement shall be the following:

- a. The assignment must be at the maximum rate;
- b. The assignment must be for the remaining term of the contract;
- c. The assignee must meet the requirements of this Rate Schedule FTS;
- d. The assignment need not be of all of the Shipper's contract demand on Transporter, but must be of at least 1,000 MMbtu per day;
- e. All costs incurred by Transporter associated with regulatory approvals will be the responsibility of the Shipper, and will be directly billed to the assigning Shipper;
- f. An assignment will act as a release of the assigning Shipper's obligation under its Firm Transportation Service Agreement under Rate Schedule FTS of the capacity rights covered by the assignment;
- g. Secondary assignments are allowed in the same manner as defined in this Section 11.

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**First Revised Sheet No. 102** First Revised Sheet No. 102 : Superseded  
Superseding: Original Sheet No. 102

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

12. LINE PACK

12.1 The total quantity of natural gas needed by Transporter for the purging, pressuring and maintaining pressure on Transporter's system, testing of Transporter's facilities, and for major expansions or line additions ("Line Pack") shall be purchased by Transporter pro rata from all firm shippers, unless Transporter can purchase Line Pack directly from a third party at less cost. When Line Pack is needed, Shipper's portion of Line Pack shall be based pro rata on Shipper's MDQ and Transporter's total firm MDQs. The price per MMBtu to be paid Shipper for Line Pack Gas sold to Transporter shall be Shipper's average cost per MMBtu for all gas delivered by Shipper to Transporter during the month in which Transporter purchases such gas from Shipper.

Transporter and Shipper recognize that not all firm shippers may have natural gas available for Line Pack as of the date when such volumes are required by Transporter. Transporter and Shipper agree that those having Line Pack Gas available when such volumes are required by Transporter shall furnish the necessary quantity of natural gas for Line Pack and any excess natural gas so furnished shall be reimbursed in natural gas on a thermal equivalent basis by Transporter from natural gas delivered by such other firm Shippers not having natural gas available on the date when such volumes are required by Transporter as natural gas is received by Transporter from such other firm Shippers for transportation. If the quantity of Line Pack Gas sold by Shipper is determined to exceed at any time Shipper's portion of the total Line Pack required by Transporter, then such excess shall not be reimbursed but shall be applied to any future Line Pack increase required by Transporter from Shipper until such excess is eliminated.

From time to time Line Pack quantities shall be adjusted upward when deemed appropriate by Transporter in its sole judgment and will reflect Shipper's MDQ at such times.

Following occurrences when Line Pack quantities are required (other than normal daily losses) Transporter shall estimate the quantity of natural gas needed and shall specify when such quantity shall be sold and delivered to Transporter by Shipper and other firm shippers to meet such requirements. Upon notification by Transporter, Shipper shall sell and deliver to Transporter such natural gas based pro rata upon Shipper's MDQ and Transporter's total firm MDQs

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**Original Sheet No. 103** Original Sheet No. 103 : Superseded

immediately prior to such occurrences when Line Pack quantities are required.

13. GOVERNMENTAL APPROVALS

13.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this FTS Rate Schedule and the executed FTS Agreement.

13.2 Transporter's and Shipper's obligations under this FTS Rate Schedule and the executed FTS Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision of the executed FTS Agreement or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions of the executed FTS Agreement.

14. OTHER OPERATING CONDITIONS

14.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders gas to Transporter for transportation, and such arrangements must be compatible with Transporter's pipeline operations. Such arrangements shall be coordinated with Transporter's dispatchers.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 14.2 Transporter shall not be required to perform service under this FTS Rate Schedule in the event all facilities necessary to render the requested service are not in existence at the time the request is made.
- 14.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this FTS Rate Schedule on behalf of any Shipper that has applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal creditworthiness, as set forth in Section 5 of this FTS Rate Schedule.
- 14.4 Subject to the receipt of all necessary regulatory authorization, Transporter shall not be required to perform service under this FTS Rate Schedule on behalf of any Shipper that fails to comply with any and all of the terms of this FTS Rate Schedule and with the terms of Shipper's FTS Agreement with Transporter; provided, however, Transporter shall give Shipper at least 15 days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization.
- 14.5 From the time the natural gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such natural gas with other gas in Transporter's pipeline system.

15. MEASUREMENT

Transporter shall arrange for or shall install, operate and maintain at or near Point(s) of Receipt and Point(s) of Delivery measuring equipment which shall meet the qualifications set out in Section 3 of the General Terms and Conditions of Transporter's FERC

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RATE SCHEDULE FTS  
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(Continued)

Gas Tariff of which this FTS Rate Schedule is a part. The provisions of Section 3 of the said General Terms and Conditions shall apply to Transporter's measuring equipment hereunder except that, in lieu of a recording calorimeter, Transporter may determine the heating value of natural gas transported hereunder on the basis of samples taken at periodic intervals.

16. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this FTS Rate Schedule shall control. To the extent that any provision of the FTS Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the tariff shall control.

17. DEFINITIONS

- 17.1 Equivalent Quantity is defined, in terms of MMBtu's, as the volume delivered to Shipper by Transporter at the Point(s) of Delivery. Such volume is equal to the volume of gas received from Shipper at the applicable Receipt Point(s) less Fuel Usage and Applicable Shrinkage.
- 17.2 Maximum Daily Quantity is defined as the maximum daily quantity of gas expressed in MMBtu that Transporter is obligated under an executed FTS Agreement to transport on behalf of Shipper.

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FIRM TRANSPORTATION SERVICE  
(Continued)

17.3 Fuel Usage and Applicable Shrinkage is defined as the quantity of natural gas retained by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas.

18. CONSTRUCTION OF NEW FACILITIES

18.1 Transporter agrees to install promptly metering and interconnection facilities in those instances when new facilities are necessary to accommodate the delivery of gas under this FTS Rate Schedule out of Transporter's system for delivery to a Local Distribution Company, municipality, electric utility, Independent Power Producer or direct end user, if Shipper agrees to reimburse Transporter for the costs incurred for such installation. Such facilities shall interconnect at a point that does not cause operational constraints or adversely affect the safety and reliability of Transporter's system. Provided further, that Transporter shall not be required to install any facilities extending beyond Transporter's existing rights-of-way. In all circumstances covered by this Section 18, Shipper shall pay the costs for the installation of the described facilities, as set forth in Section 18.3. Transporter may agree, on non-discriminatory basis, to pay for all or a portion of such costs based on whether such facilities will be economically beneficial to Transporter.

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

- 18.2 When new and/or expanded facilities, other than those specified in Section 18.1 above, are required to accommodate the delivery of gas under this FTS Rate Schedule and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall construct such facilities.
- 18.3 In situations where Shipper is required to pay for the total cost of the new facilities, Shipper's payment for the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" (CIAC), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e.,  $\text{Tax Reimbursement} = (\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})) \times (1 + (\text{Tax Rate} / (1 - \text{Tax Rate})))$ . The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.
- 18.4 Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions. All facilities installed by Transporter under this Section 18 shall be owned and operated by Transporter.

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**First Revised Sheet No. 107** First Revised Sheet No. 107 : Superseded  
Superseding: Original Sheet No. 107

THIS AGREEMENT ("Agreement"), entered into on \_\_\_\_\_, 199\_, is between Ozark Gas Transmission System ("Transporter"), a Delaware corporation, and \_\_\_\_\_, ("Shipper");

WHEREAS, Shipper has requested that Transporter transport natural gas for Shipper; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

- 1.1 "Maximum Daily Delivery Obligation (MDDO)" means
- 1.2 "Maximum Daily Quantity (MDQ)" means the maximum

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FIRM TRANSPORTATION SERVICE AGREEMENT  
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- 1.3 "Equivalent Quantity" means the quantity, expressed in MMBtu's, delivered to Shipper by Transporter at the point(s) of delivery. Such quantity is equal to the quantity of gas received from Shipper at the point(s) of receipt less Fuel Usage and Applicable Shrinkage.
- 1.4 "Fuel Usage and Applicable Shrinkage" means the quantity of natural gas retained by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas.

ARTICLE II

GAS TRANSPORTATION SERVICE

- 2.1 Transportation service rendered hereunder shall be firm service as provided in Transporter's FTS Rate Schedule, and as described in Section 2 of Transporter's FTS Rate Schedule.

ARTICLE III

POINT(S) OF RECEIPT

- 3.1 The Point(s) of Receipt at which Transporter shall receive natural gas for transportation under this Agreement shall be specified in Exhibit A to this Agreement. Shipper may designate Transporter's Master Receipt Point List ("MRPL"), which shall include all of Transporter's authorized Points of Receipt. The MRPL is included in Section 18 of the General Terms and Conditions; provided, however, that Transporter may update such MRPL from time to time as new receipt points are added to Transporter's system. All receipt points are primary Points of Receipt under this Agreement.

ARTICLE IV

POINT(S) OF DELIVERY

- 4.1 The Point(s) of Delivery (both primary and secondary) at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity of gas for transportation under this Agreement shall be specified in Exhibit B to this Agreement. Exhibit B shall specify for each Point of Delivery the MDDO and the delivery pressure obligation. Notwithstanding the MDDO at each Point of Delivery, Shipper shall not nominate a total quantity of natural gas at all Points of Delivery that exceeds the MDQ set forth in this Agreement.

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FIRM TRANSPORTATION SERVICE AGREEMENT  
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(Continued)

ARTICLE V

TERM OF AGREEMENT

- 5.1 Subject to the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff and the FTS Rate Schedule, this Agreement shall be effective as of \_\_\_\_\_ and shall continue for a primary term through \_\_\_\_\_. The term of this Agreement shall not be extended unless Shipper notifies Transporter in writing one hundred eighty (180) days prior to the termination date that it desires to extend the term of this Agreement.

Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement as required by the FTS Rate Schedule, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

If this Agreement is for a term of one year or more, upon receipt of termination notification, and for a period of sixty (60) days, Transporter will post on its electronic bulletin board ("EBB") notice of such termination, and begin offering firm capacity for bid. Shipper will continue to receive service in accordance with this Rate Schedule FTS until service is actually terminated. If there are bidders for the capacity, Shipper must meet or exceed the value (as defined by the terms and conditions posted during notification) of the competing bids if it desires to retain its capacity under this Rate Schedule FTS.

- 5.2 If Shipper fails to meet the value of a competing bidder, then Transporter will provide transportation service to the third party Shipper under the terms and conditions of the offer.
- 5.3 If a competing bidder bids the maximum rate for only a portion of the capacity under Shipper's Agreement, Shipper or his customer(s) need only meet the competing bid for the amount of capacity to which the bid applies.
- 5.4 In determining which offer is the highest value, Transporter will post on its EBB, at the time of notice of termination of this Agreement, terms and conditions upon which the offers will be evaluated. Transporter may request a third party bidder to post a bond or provide other security before accepting the bid with the highest value. Transporter will post on its EBB the highest value bid. Firm Shipper's customers will have three (3) business days to meet or exceed such bid.

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**Original Sheet No. 110** Original Sheet No. 110 : Superseded

ARTICLE VI

RATE SCHEDULE AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's FTS Rate, the applicable provisions of Transporter's FTS Rate Schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such FTS Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof.
- 6.2 Transporter may seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in the FTS Rate Schedule. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

ARTICLE VII

REDUCTION IN CAPACITY

- 7.1 If Transporter's capacity is reduced for any reason and a reduction of the quantity of gas being transported hereunder is required, Shipper's MDQ shall be reduced pro rata with the MDQ's of the other firm Shippers during the period of such capacity reduction.

ARTICLE VIII

MISCELLANEOUS

- 8.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with Article VIII herein.
- 8.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws.
- 8.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 8.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 8.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary to effectuate this Agreement.

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8.6 Entire Agreement. This Agreement constitutes the

9.1 All notices, requests, statements or other

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or regular mail and shall be deemed to have been duly delivered on the third business day following the date on which same was deposited in the United States mail, addressed in accordance with this Article IX. Either Shipper or Transporter may designate a different address to which notices, requests, statements, payments or other communications shall be sent upon proper notice as set forth in this Article IX.

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**First Revised Sheet No. 114** First Revised Sheet No. 114 : Superseded  
Superseding: Original Sheet No. 114

IN WITNESS WHEREOF, Transporter and Shipper have caused  
this Agreement to be duly executed by their duly authorized  
officers in two (2) original counterparts as of \_\_\_\_, 19\_\_.

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

*Effective Date: 05/10/1998 Status: Effective*  
*FERC Docket: RP98-185-000*

**First Revised Sheet No. 115** First Revised Sheet No. 115 : Superseded  
Superseding: Original Sheet No. 115

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**Original Sheet No. 116** Original Sheet No. 116 : Superseded

EXHIBIT A  
TO  
FIRM TRANSPORTATION AGREEMENT  
UNDER RATE SCHEDULE FTS

POINTS OF RECEIPT

Effective Date: 09/03/1991 Status: Effective

FERC Docket: RP91-208-000

**Original Sheet No. 117** Original Sheet No. 117 : Superseded

EXHIBIT B  
TO  
FIRM TRANSPORTATION AGREEMENT  
UNDER RATE SCHEDULE FTS

POINTS OF DELIVERY

MDDO

DELIVERY PRESSURE

Effective Date: 09/03/1991 Status: Effective

FERC Docket: RP91-208-000

**Original Sheet No. 118** Original Sheet No. 118 : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This ITS Rate Schedule is available for interruptible transportation service on the basis of available capacity and priority of application for interruptible transportation of natural gas by Ozark Gas Transmission System (hereinafter called Transporter) for any person (hereinafter called Shipper) provided that (i) capacity is available on Transporter's system or part thereof; (ii) Shipper makes a valid request as defined in Section 3, hereof; (iii) Transporter and Shipper have entered into appropriate Interruptible Transportation Service Agreement(s) (ITS Agreement(s)) applicable to the requested Point of Delivery for a term to be set forth in the ITS Agreement(s), in the form contained in Transporter's FERC Gas Tariff; and (iv) Shipper executes, upon request, an allocation agreement which provides for the proper accounting of volumes transported under this ITS Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transporter shall accept, on an interruptible basis, for the account of Shipper at the Point(s) of Receipt on any day the quantity of natural gas tendered by or for the account of Shipper; provided, however, Transporter shall not be obligated to receive at any Point(s) of Receipt on any day a quantity of natural gas in excess of the applicable Maximum Daily Quantity (MDQ) plus Fuel Usage and Applicable Shrinkage, nor shall Transporter be obligated to receive at all Points of Receipt a cumulative quantity of natural gas in excess of the MDQ plus Fuel Usage and Applicable Shrinkage without the consent of Transporter. Upon receipt of such natural gas for Shipper's account, Transporter shall

transport and deliver for the account of Shipper an Equivalent Quantity of natural gas at the Point(s) of Delivery; provided, however, Transporter shall not be obligated to deliver at any Point(s) of Delivery on any day a quantity of natural gas in excess of the applicable MDQ; nor shall Transporter be obligated to deliver at all Points of Delivery a cumulative quantity of gas in excess of the applicable MDQ.

2.2 Transporter shall make available for service hereunder any capacity which, at any time, it has available on an interruptible basis throughout the year (or any portion of the year to which service is limited under the ITS Agreement).

(a) Relative Priority of Service -- Service hereunder shall be subject to and subordinate in all respects to Transporter's firm transportation services. Nothing herein shall require Transporter to interrupt or curtail any service hereunder, if such interruption or curtailment would either not alleviate or would exacerbate interruption or curtailment of an equivalent or higher priority service.

2.3 Allocation of Limited Capacity. If, (a) on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to serve all transportation requirements which are otherwise scheduled to receive service on any such day, or (b) subject to the provisions of Section 5.1 of this ITS Rate Schedule, Transporter receives in a given month nominations at any Point(s) of Receipt in excess of the capacity available at such Point(s) of Receipt during that month,

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

capacity which requires allocation shall be allocated in the following sequence:

- (a) to all Firm Shippers;
- (b) to all Interruptible Shippers paying the Maximum ITS Rate, on a first-come, first-served basis based upon date of receipt of a valid request under Section 3 of this ITS Rate Schedule;
- (c) to the extent that two or more Interruptible Shippers having the same first-come, first-served priority are paying the Maximum ITS Rate, on a pro rata basis; and
- (d) to the extent that Interruptible Shippers are not paying the Maximum ITS Rate, on the basis of price; provided, however, that if two or more Interruptible Shippers are paying the same price that is not the Maximum ITS Rate, on a pro rata basis.

Transporter is free to contract at any time with other parties for transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of transportation services hereunder. Shipper shall indemnify and hold Transporter harmless from and against any and all losses, damages, or expenses of every kind and character, which Transporter or Shipper may suffer, sustain, or be liable for as the result of any interruption or reduction of transportation service pursuant to this ITS Rate Schedule, unless the interruption or reduction is attributable to Transporter's gross negligence or willful misconduct.

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**Original Sheet No. 120A** Original Sheet No. 120A : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- 2.4 a. Transporter agrees to install metering facilities in those instances when new facilities are necessary to accommodate receipt of gas under this ITS Rate Schedule into Transporter's existing lateral lines if Shipper agrees to reimburse Transporter for the first \$5,000 of costs incurred for such installation, and provided that such facilities shall (i) be limited to a 4" meter run or smaller on an existing right-of-way on which Transporter may construct such meter run, (ii) interconnect with an existing lateral at a point that is mutually agreeable to Shipper and Transporter, and (iii) not cause any operational constraints on Transporter's system. Provided further, that Transporter shall not be required to install any facilities extending beyond Transporter's existing rights-of-way. In all circumstances covered by this Section 2.4.a, Transporter shall pay the balance of the costs for the installation of the described facilities.
- b. When new and/or expanded facilities, other than those specified in Section 2.4.a above, are required to accommodate receipt of gas under this ITS Rate Schedule and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall construct such facilities.
- c. Except (i) as provided in Section 2.4.a above, (ii) where Transporter and Shipper mutually agree to share in the cost, or (iii) where Transporter agrees to pay for the entire cost, Shipper shall pay for any facilities required to accommodate the receipt of gas under this ITS Rate Schedule. Transporter's determination to pay for all or a portion of such costs shall be based on whether such facilities will be economically beneficial to Transporter.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- d. For the purposes of determining whether a project to transport gas is economically beneficial to Transporter, Transporter shall evaluate each prospective project based upon the incremental cost of the construction and operation of the facilities to be constructed by Transporter, and the incremental revenues that Transporter estimates will be generated as a result of constructing and/or modifying such facilities. In estimating the revenues to be generated, Transporter will calculate the revenues based upon the applicable transportation rates, exclusive of any ACA and/or GRI charges, and the projected incremental volumes expected to be transported. Transporter will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Transporter's system.
- e. In situations where Shipper is required to pay for the total cost of the new facilities, Shipper's payment for the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" (CIAC), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e., Tax Reimbursement = (Tax Rate x (CIAC - Present Value of Tax Depreciation)) x (1 + (Tax Rate / (1 - Tax Rate))).

The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.

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*FERC Docket: RP91-208-002*

**Original Sheet No. 120C** Original Sheet No. 120C : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- f. Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions.
- g. All facilities installed by Transporter under this Section 2.4 shall be owned and operated by Transporter.

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**First Revised Sheet No. 121** First Revised Sheet No. 121 : Superseded  
Superseding: Substitute Original Sheet No. 121

3. DATA REQUIRED FOR VALID REQUEST FOR INTERRUPTIBLE  
TRANSPORTATION

3.1 All Shippers requesting interruptible

3.2 The date that service is requested to commence

3.3 Certifications. By executing the ITS Agreement,

an existing contract with a person which has title to or a current contractual right to acquire title to the gas to be transported by Transporter;

- (2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the gas to the party ultimately receiving the gas; and
  - (3) if Shipper is requesting service hereunder to be implemented pursuant to section 311 of the Natural Gas Policy Act, that Shipper has or will have prior to the commencement of service certification by a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act, on whose behalf the transportation will be performed that the transportation will be "on behalf of" a local distribution company or intrastate pipeline company as that term may be defined by the Commission.
- 3.4 Any requests for interruptible transportation service received by Transporter within ten (10) business days of the date on which Transporter announces that Transporter is accepting requests for transportation service hereunder, shall, if such request was complete and in compliance with Section 3.1, be deemed to have been received by Transporter simultaneously, and shall have the same priority of service for purposes of scheduling transportation or curtailment of transportation at the Point(s) of Receipt and Delivery specified in the request as any other valid transportation request received in said ten (10) day period.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- 3.5 In the event Transporter determines that Shipper's request does not comply with Section 3.1, Transporter shall notify Shipper within ten (10) days of receipt of the original request of the deficiencies and the additional information or changes required to complete the request. If Shipper's request, as supplemented within fifteen (15) days after such notice, is satisfactory, then Shipper's original request date shall be used for purposes of Transporter's log and for purposes of determining Shipper's relative priority on a first-come, first-served basis. If Shipper's request, as supplemented within said fifteen (15) days, remains incomplete and deficient, then Shipper's request shall be deemed null and void.
- 3.6 An ITS Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for interruptible transportation. In the event that the ITS Agreement is not executed by Shipper within the later of thirty (30) days after Transporter tendered the ITS Agreement or the date of Transporter's acceptance in writing of Shipper's request for interruptible transportation, the ITS Agreement and the corresponding transportation request shall be deemed to be null and void.
- 3.7 At the time that an ITS Agreement is executed, Shipper shall provide the names of the entities ultimately receiving the gas (except where the Shipper is an LDC, interstate pipeline or intrastate pipeline purchasing the gas for its system supply) and verification that all end-users have executed sales contracts to use the transportation service provided for in the ITS Agreement.
- 3.8 A Shipper's Priority Date for purpose of scheduling pursuant to Section 5 of this ITS Rate

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FERC Docket: RP91-208-000

**Original Sheet No. 124** Original Sheet No. 124 : Superseded

Schedule shall be the date on which Transporter receives a valid request for service pursuant to this Section 3; provided, however, that if Shipper fails, for reasons not attributable to Shipper's or Transporter's force majeure, to tender quantities of natural gas for interruptible transportation service pursuant to this ITS Rate Schedule on the later of (a) fifteen (15) days after the ITS Agreement is executed or all necessary construction has been completed and permits obtained, or (b) within fifteen (15) days of the date service is scheduled to commence pursuant to the executed ITS Agreement, provided that service shall be scheduled to commence no later than ninety (90) days after receipt by Transporter of a valid request for service, then Shipper's Priority Date for purposes of scheduling pursuant to Section 5 of this ITS Rate Schedule shall be the date Shipper first tenders gas at any receipt point under the ITS Agreement.

- 3.9 Subsequent requests for changes or additions to an executed ITS Agreement shall affect the Shipper's Priority Date as follows:
- (a) Requests for additional receipt points or changes in the entity ultimately receiving the gas to be transported pursuant to this Section 3 shall not affect the Priority Date of an executed ITS Agreement as set forth above.
  - (b) Requests for an additional Delivery Point and/or any incremental increase in the MDQ at a Delivery Point pursuant to this Section 3 shall require a new request for interruptible transportation service setting forth such additional Delivery Point and/or incremental volume; provided, however,

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**First Revised Sheet No. 125** First Revised Sheet No. 125 : Superseded  
Superseding: Original Sheet No. 125

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

Transporter may waive this provision on a non-discriminatory basis in the event Transporter constructs a new Delivery Point to effectuate deliveries hereunder to Shipper and Shipper elects to transfer all or a portion of the Maximum Daily Quantity set forth in Shipper's executed ITS Agreement for existing Delivery Point(s) thereunder to the new Delivery Point, and only if the transportation service to be provided by Transporter is otherwise identical to the service being provided under such ITS Agreement.

- (c) Extension(s) of the term of an ITS Agreement pursuant to an evergreen provision contained thereunder shall not affect the Priority Date of such ITS Agreement.

4. RATE

- 4.1 The rate to be charged by Transporter for all natural gas delivered to Transporter under this ITS Rate Schedule shall not be in excess of the Maximum Rate nor less than the Minimum Rate. The currently effective Maximum and Minimum ITS Rates are set forth on the Schedule of Rates for Transportation of Natural Gas and Other Related Services of Transporter's FERC Gas Tariff, of which this ITS Rate Schedule is part and is hereby incorporated herein. Transporter shall not be required to provide any requested transportation service if Shipper is unwilling to pay the Maximum ITS Rate applicable to service under this ITS Rate Schedule.
- 4.2 Unless Transporter notifies Shipper to the contrary, the applicable rate shall be the Maximum ITS Rate. Transporter may from time to

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

time and at any time selectively adjust, on a non-discriminatory basis, the rate to be charged to any Shipper pursuant to Section 4.1. In addition, Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the level of costs to be reimbursed by any Shipper pursuant to Section 4.4(b) (provided that fuel costs shall not be adjusted below the actual cost level), or Section 4.4(c) (provided that such adjustments shall not result in the allocation of costs to other services). Any adjusted rate shall not exceed the currently effective Maximum ITS Rate nor be less than the currently effective Minimum ITS Rate. If Transporter adjusts the rates charged to any Shipper under this Section 4.2, Transporter shall file all required reports with the Federal Energy Regulatory Commission.

The Maximum ITS Rate shall be adjusted each April 1 and October 1 to reflect changes in the demand component of the Maximum ITS Rate. Thirty days prior to each such adjustment, Transporter shall make an informational filing with the FERC showing the derivation of the updated Maximum ITS Rate. Such informational filing shall not constitute a change in rate under Section 4 of the Natural Gas Act, and shall not be made subject to suspension or refund.

- 4.3 Billing and payment procedures applicable to transportation service pursuant to this Rate Schedule are set forth in Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 4.4 Shipper shall reimburse Transporter:
- (a) For the costs, as determined under Section 2.4 of this ITS Rate Schedule, of facilities installed by Transporter with Shipper's consent to receive, measure, transport and deliver natural gas for the account of Shipper.
  - (b) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of gas equal to three percent (3%) of the quantity of gas received by Transporter at each requested Point(s) of Receipt.
  - (c) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's ITS Agreement or by any applicable regulation.
  - (d) For all charges incurred for scheduling and/or delivery imbalances, as set forth in Section 5 of this ITS Rate Schedule.

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*FERC Docket: RP97-179-002*

**First Revised Sheet No. 127** First Revised Sheet No. 127 : Superseded  
Superseding: Substitute Original Sheet No. 127

5. SCHEDULING OF RECEIPTS AND DELIVERIES

5.1 Scheduling will be performed pursuant to

5.2 If, for any reason, other than those

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**First Revised Sheet No. 128** First Revised Sheet No. 128 : Superseded  
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**First Revised Sheet No. 129** First Revised Sheet No. 129 : Superseded  
Superseding: Substitute Original Sheet No. 129

The following tariff sheets have been canceled by this  
First Revised Sheet No. 129:

Substitute Original Sheet No. 129  
Substitute Original Sheet No. 130  
2nd Substitute Original Sheet No. 131

Sheet Nos. 129 - 131 RESERVED FOR FUTURE USE

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- (a) Monthly Imbalance Penalties: At least seven days prior to the end of each month, Transporter shall notify Shipper if it appears that deliveries to Transporter at the Receipt Point(s) will be in excess of or deficient by five percent or more of the transportation quantities delivered to Shipper at the Delivery Point(s). In the event Shipper fails to agree upon the appropriate corrective action to be implemented with Transporter's gas dispatchers within two business days after notification, and/or fails to implement the corrective action agreed upon, Transporter shall in the event of over-deliveries, charge Shipper a penalty equal to \$1.00 per MMBtu multiplied by the excess quantity. In the event of under-deliveries, the Transporter shall charge Shipper a penalty equal to \$2.00/MMBtu plus the actual replacement cost multiplied by the deficiency quantity. The appropriate corrective action, if required of Shipper, shall include forty-five (45) days to eliminate any imbalance. Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.
- (b) Unauthorized Delivery Imbalance Charge: Unauthorized deliveries are deliveries of gas made to Transporter at the Receipt Point(s) prior to the execution of an ITS Agreement or submission of the Customer Nomination Form provided in Transporter's General Terms and Conditions. Except in those circumstances in which the integrity of the Transporter's system is threatened, Transporter shall provide Shipper with prompt notification (either by telephone or by facsimile) of such unauthorized deliveries, and Shipper shall have twenty-four (24) hours after said notification to initiate corrective action. If Shipper has not initiated such corrective action within such twenty-four hour period, Transporter shall assess a penalty equal to \$5.00 per MMBtu multiplied by the unauthorized deliveries. Where system integrity is threatened, Transporter shall have the right to take such action as is necessary to terminate such deliveries without any liability to Transporter.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- (c) Balancing At Contract Termination: Following the termination of the ITS Agreement, Shipper shall be required to correct any remaining imbalances within thirty (30) days after the determination by Transporter that an imbalance exists, or within such longer period of time mutually agreed upon by Shipper and Transporter. If, after the balancing period, Transporter determines that Shipper received from Transporter quantities in excess of the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall charge Shipper a penalty equal to \$2.00 per MMBtu plus the actual replacement cost multiplied by such deficiency quantity at the Receipt Point(s). If, after the balancing period, Transporter determines that Shipper received from Transporter quantities that were less than the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall, at its option, retain such over-deliveries at the Receipt Point(s) free and clear of any adverse claims of any party or shall charge Shipper a penalty equal to \$1.00 per MMBtu multiplied by the excess quantity. Transporter has the right to remove access gas from its system in any manner deemed appropriate; provided however, that Transporter will select methods to remove such excess gas on a non-discriminatory basis.
- 5.7 Nothing in this Section 5 shall limit Transporter's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system. Transporter shall have the right to waive the provisions of this Section 5; provided, however, that any such waivers granted by Transporter shall be granted, on a basis which is not unduly discriminatory, to all similarly situated Shippers under like circumstances.
- 5.8 If, for any reason, other than those specified in Section 8 of this ITS Rate Schedule, Shipper is unable to maintain deliveries to Transporter for a consecutive forty-eight (48) hour period during any month as scheduled during that month, Transporter shall have the right to schedule transportation service for other Shippers, in accordance with the provisions of this ITS Rate Schedule, for the remainder of such month in lieu of the volumes scheduled by the interrupted Shipper. Provided, however, that Transporter shall not have the right to schedule transportation service for other Shippers for the remainder of such month in lieu of the volumes scheduled by the interrupted Shipper if (i) all or a part of the consecutive forty-eight hour period occurs during a weekend or a Federal holiday, and (ii) during the twenty-four (24) hour period immediately following such weekend or Federal holiday the interrupted Shipper restores deliveries to Transporter up to the level scheduled during that month. Provided further, that if a Shipper's volumes are interrupted as a result of this provision, those volumes shall be reinstated, in their proper priority, in any succeeding month based upon confirmed

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**Second Revised Sheet No. 132** Second Revised Sheet No. 132 : Superseded  
Superseding: First Revised Sheet No. 132

6. POINTS OF RECEIPT AND DELIVERY

- 6.1 Point(s) of Receipt. The Point(s) of Receipt under this ITS Rate Schedule shall be at such points as may be agreed to by the parties as set forth in executed ITS Agreements between Transporter and Shipper and authorized by FERC where Shipper shall deliver, or cause to be delivered, natural gas to Transporter for transportation service. Shipper may designate Transporter's Master Receipt Point List, which shall include all of Transporter's authorized Points of Receipt. The Master Receipt Point List is included in Section 18 of the General Terms and Conditions which is part of this Rate Schedule ITS; provided, however, that Transporter may update such Master Receipt Point List from time to time as new receipt points are added to Transporter's system.
- 6.2 Point(s) of Delivery. The Point(s) of Delivery under this ITS Rate Schedule shall be the points where Transporter shall deliver natural gas to or for the account for Shipper after transportation and shall be at such points as may be agreed to by the parties as set forth in executed ITS Agreements between Transporter and Shipper and authorized by FERC. Shipper may designate Transporter's Master Delivery Point List, which shall include all of Transporter's authorized Points of Delivery. The Master Delivery Point List is attached to this ITS Rate Schedule as Exhibit B; provided, however, that Transporter may update such Master Delivery Point List from time to time as new delivery points are added to Transporter's system.

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**Substitute Original Sheet No. 133** Substitute Original Sheet No. 133 : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

7. ESTABLISHMENT AND MAINTENANCE OF CREDIT

Transporter shall not be required to commence service or to continue to perform service under this ITS Rate Schedule for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, or information relating to Shipper's financial status and obligation payment history. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to maintain throughout the term of the ITS Agreement either (a) a prepaid account with Transporter, (b) an escrow account, (c) a letter of credit, or (d) such other good and sufficient security as reasonably determined by Transporter in an amount not exceeding Transporter's estimate of three (3) Months of transportation charges calculated at Shipper's Maximum Daily Quantity. Transporter will also permit another entity to guarantee Shipper's obligations, provided that the guarantor has sufficient credit available, as determined by Transporter. Transporter may,

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**Substitute Original Sheet No. 134** Substitute Original Sheet No. 134 : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

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without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of an executed ITS Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 C.F.R. 154.67 of the Commission's Regulations.

8. FORCE MAJEURE

- 8.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed ITS Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed ITS Service Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under an executed ITS Agreement; provided, however, such force majeure condition shall be remedied with all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.
- 8.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or

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**First Revised Sheet No. 136** First Revised Sheet No. 136 : Superseded  
Superseding: Original Sheet No. 136

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alternations to machinery or lines of pipe; failure of surface equipment of pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or condition of this ITS Rate Schedule or of the ITS Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

- 8.3 Service under this ITS Rate Schedule may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of natural gas on any day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.
- 8.4 In the event on any day Transporter is unable to receive for transportation the total MDQ of any Shipper receiving service under this ITS Rate Schedule due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be in accordance with the priorities set out in this ITS Rate Schedule.

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**Substitute Original Sheet No. 137** Substitute Original Sheet No. 137 : Superseded

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

9. LAWS AND REGULATIONS

9.1 This ITS Rate Schedule and the executed ITS Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service provided under this ITS Rate Schedule is implemented pursuant to Transporter's blanket certificate issued pursuant to section 7(c) of the Natural Gas Act.

10. ASSIGNMENTS

10.1 Any person which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety of either party hereto shall be entitled to the rights and subject to the obligations of its predecessor in interest under this ITS Rate Schedule, subject to all of the terms and conditions of the ITS Rate Schedule, as such rate schedule may be amended from time to time. Shipper may not assign the executed ITS Agreement, in whole or in part, or any of its rights thereunder, unless it first shall have obtained the written consent of the Transporter.

11. GOVERNMENTAL APPROVALS

11.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this ITS Rate Schedule and the executed ITS Agreement.

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**Original Sheet No. 138** Original Sheet No. 138 : Superseded

11.2 Transporter's and Shipper's obligations under this ITS Rate Schedule and the executed ITS Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision hereof or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions hereof

12. OTHER OPERATING CONDITIONS

12.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders gas to Transporter for transportation, and such arrangements must be compatible with Transporter's pipeline operations. Such arrangements shall be coordinated with Transporter's dispatchers.

12.2 Transporter shall not be required to perform service under this ITS Rate Schedule in the event all facilities necessary to render the requested service are not in existence at the time the request is made.

12.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this ITS Rate Schedule the executed ITS Agreement on behalf of any Shipper that has

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal credit worthiness; as specified in the Transporter's Service Request Form in Transporter's General Terms and Conditions.

12.4 Subject to the receipt of all necessary regulatory authorization, Transporter shall not be required to perform service under this ITS Rate Schedule on behalf of any Shipper that fails to comply with any and all of the terms of this ITS Rate Schedule and with the terms of Shipper's ITS Agreement with Transporter; provided, however, that Transporter shall give Shipper at least 15 days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization.

12.5 Commingling of Gas - From the time the natural gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such natural gas with other gas in Transporter's pipeline system.

13. MEASUREMENT

Transporter shall arrange for or shall install, operate and maintain at or near Point(s) of Receipt and Point(s) of Delivery using equipment which shall meet the qualifications set out in Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff of which this ITS Rate Schedule is a part. The provisions of Section 3 of the said General Terms and Conditions shall apply to Transporter's measuring equipment hereunder except that, in lieu of a recording calorimeter, Transporter may determine the

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**Substitute Original Sheet No. 140** Substitute Original Sheet No. 140 : Superseded

RATE SCHEDULE ITS  
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(Continued)

heating value of natural gas transported hereunder on the basis of samples taken at periodic intervals.

14. GOVERNMENTAL AUTHORIZATION

Transportation service under an executed ITS Agreement shall be implemented pursuant to Transporter's blanket certificate issued pursuant to 18 C.F.R. 284.221, or pursuant to any other self-implementing program of the FERC. The ITS Agreement shall contain such additional language as specifically required by the Commission's regulations.

15. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this ITS Rate Schedule shall control. To the extent that any provision of the ITS Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the tariff shall control.

16. DEFINITIONS

16.1 Equivalent Quantity is defined, in terms of MMBtu's, as the volume delivered to Shipper by

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FERC Docket: RP97-429-001

**First Revised Sheet No. 141** First Revised Sheet No. 141 : Superseded  
Superseding: Substitute Original Sheet No. 141

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

Transporter at the Point of Delivery. Such volume is equal to the volume of gas received from Shipper at the applicable Receipt Point(s) less Fuel Usage and Applicable Shrinkage.

16.2 Maximum Daily Quantity is defined as the maximum daily quantity of gas expressed in MMBtu that Transporter is obligated under an executed ITS Agreement to transport on behalf of Shipper.

16.3 Fuel Usage and Applicable Shrinkage is defined as the quantity of natural gas retained by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas.

17. CONSTRUCTION OF NEW DELIVERY FACILITIES

17.1 Transporter agrees to install promptly metering and interconnection facilities in those instances when new facilities are necessary to accommodate the delivery of gas under this ITS Rate Schedule out of Transporter's system for delivery to a Local Distribution Company, municipality, electric utility, Independent Power Producer or direct end user, if Shipper agrees to reimburse Transporter for the costs incurred for such installation. Such facilities shall interconnect at a point that does not cause operational constraints or adversely affect the safety and reliability of Transporter's system. Provided further, that Transporter shall not be required to install any facilities extending beyond Transporter's existing rights-of-way. In all circumstances covered by this Section 17, Shipper shall pay the costs for the installation of the described facilities, as set forth in Section 17.3. Transporter may agree, on a non-discriminatory basis, to pay for all or a portion of such costs based on whether such facilities will be economically beneficial to Transporter.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

- 17.2 When new and/or expanded facilities, other than those specified in Section 17.1 above, are required to accommodate the delivery of gas under this ITS Rate Schedule and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall construct such facilities.
- 17.3 In situations where Shipper is required to pay for the total cost of the new facilities, Shipper's payment for the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" (CIAC), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e.,  $\text{Tax Reimbursement} = (\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})) \times (1 + (\text{Tax Rate} / (1 - \text{Tax Rate})))$ . The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.
- 17.4 Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions. All facilities installed by Transporter under this Section 17 shall be owned and operated by Transporter.

*Effective Date: 10/01/1993 Status: Effective*

*FERC Docket: RS92- 72-003*

**First Revised Sheet No. 142** First Revised Sheet No. 142 : Superseded  
Superseding: Original Sheet No. 142

EXHIBIT A  
OZARK GAS TRANSMISSION SYSTEM  
POINTS OF RECEIPT

See Section 18 of the General Terms and Conditions  
for Transporter's Master Receipt Point List.

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92- 72-003

**First Revised Sheet No. 143** First Revised Sheet No. 143 : Superseded  
Superseding: Original Sheet No. 143

EXHIBIT B  
OZARK GAS TRANSMISSION SYSTEM  
MASTER DELIVERY POINT LIST

| Ozark Meter | Delivery Point                               | County/State     | Capacity<br>(MMBTU) |
|-------------|--|------------------|---------------------|
| OZ5000101   | Searcy (NGPL) *                              | White Co., AR    | 170,000             |
| OZ5000501   | Searcy (TENN-TET) *                          | White Co., AR    | 115,000             |
| OZ5000901   | Searcy (ARKLA-MRT) *                         | White Co., AR    | 170,000             |
| OZ5001001   | Arkansas Elec. Coop. *<br>Corp.-Fitzugh Plt. | Franklin Co., AR | 16,000              |

\* Minimum delivery pressure obligation equals 650 psig.

THIS MASTER DELIVERY POINT LIST MAY BE UPDATED FROM TIME TO TIME  
AS NEW DELIVERY POINTS ARE ADDED TO THE SYSTEM.

*Effective Date: 10/01/1993 Status: Effective*

*FERC Docket: RS92- 72-003*

**First Revised Sheet No. 144** First Revised Sheet No. 144 : Superseded  
Superseding: Original Sheet Nos. 144-148

Original Sheet Nos. 144-148 have been cancelled by  
this First Revised Sheet No. 144.

SHEET NOS. 144-148 ARE RESERVED FOR FUTURE USE.

Effective Date: 09/03/1991 Status: Effective  
 FERC Docket: RP91-208-000

Original Sheet No. 145 Original Sheet No. 145 : Superseded

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1003301      | LANDRUM #1                            | CLEBURNE  | AR | 20-09N-11W       |
| OZA019501      | LONG F #1 TBG.                        | FRANKLIN  | AR | 35-07N-28W       |
| OZA019601      | LONG F #1 CSG.                        | FRANKLIN  | AR | 35-07N-28W       |
| OZ1027601      | LOVELESS #1-30                        | PITTSBURG | OK | 29-04N-16E       |
| OZ1026901      | LUNINGHAM 1-25                        | POPE      | AR | 23-08N-19W       |
| OZ1026701      | LUNINGHAM 1-26                        | POPE      | AR | 26-08N-19W       |
| OZA023401      | LYLE A-1                              | LOGAN     | AR | 21-06N-27W       |
| OZ1003101      | LYNCH #1 TBG.                         | POPE      | AR | 24-08N-20W       |
| OZ1003201      | LYNCH #1 CSG.                         | POPE      | AR | 24-08N-20W       |
| OZ1028001      | MAIER #2                              | FRANKLIN  | AR | 13-09N-28W       |
| OZ1007801      | MCALESTER 1-16 TBG.                   | MUSKOGEE  | OK | 16-10N-20E       |
| OZ1009301      | MCBRIDE C #1 CSG.                     | SEBASTIAN | AR | 15-06N-32W       |
| OZ1016601      | MCBRIDE E 1-18 TBG.                   | POPE      | AR | 18-09N-20W       |
| OZ1009201      | MCBRIDE C #1 TBG.                     | SEBASTIAN | AR | 15-06N-32W       |
| OZ1002501      | MEEK C #1                             | JOHNSON   | AR | 03-09N-24W       |
| OZ1026301      | MEGA DEL TO OZARK                     | PITTSBURG | OK | 05-03N-14E       |
| OZA019101      | METCALF A #1                          | LOGAN     | AR | 01-06N-28W       |
| OZA079901      | METCALF A-2 CSG.                      | LOGAN     | AR | 01-06N-28W       |
| OZA021301      | METZ #1                               | POPE      | AR | 04-08N-21W       |
| OZ1000201      | MIDPOINT DELIVERY                     | FRANKLIN  | AR | 19-09N-27W       |
| OZA022101      | MIKLES #1 TBG.                        | LOGAN     | AR | 22-06N-27W       |
| OZA018801      | MILSAP #1 TBG.                        | POPE      | AR | 01-09N-21W       |
| OZ1026001      | MINA SNOW #3-11                       | JOHNSON   | AR | 11-09N-22W       |
| OZ1008001      | MITCHELL 1-3 CSG.                     | FRANKLIN  | AR | 03-08N-26W       |
| OZA080501      | MMM #1                                | FRANKLIN  | AR | 35-08N-29W       |
| OZA080701      | MOORE U #1                            | FRANKLIN  | AR | 34-08N-29W       |
| OZ1008401      | MOSS A #1                             | PITTSBURG | OK | 13-05N-16E       |
| OZ1027701      | NEWTON C-1                            | SEBASTIAN | AR | 24-06N-32W       |
| OZ1016801      | NUECES DEL.<br>TO CARNEY              | SEBASTIAN | AR | 04-07N-30W       |
| OZ1026501      | OLLIE SWIFT #2                        | FRANKLIN  | AR | 22-08N-29W       |
| OZ1014701      | O.N.G. HASKELL<br>DELIVERY            | HASKELL   | OK | 07-09N-20E       |
| OZ1001101      | O.N.G. DELIVERY<br>SECONDARY          | HASKELL   | OK | 05-07N-21E       |

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Original Sheet No. 146 Original Sheet No. 146 : Superseded

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1008201      | PARKER K CSG.                         | LOGAN     | AR | 19-08N-25W       |
| OZA024401      | PATERSON G #1                         | LOGAN     | AR | 19-07N-27W       |
| OZ1003801      | PENDERGRASS M/M                       | FRANKLIN  | AR | 08-08N-27W       |
| OZ1013601      | PENFIELD #1                           | PITTSBURG | OK | 30-08N-16E       |
| OZA015501      | PETERSON A #1-6                       | POPE      | AR | 31-09N-20W       |
| OZA019301      | PHILMON #1                            | FRANKLIN  | AR | 36-07N-28W       |
| OZ1011101      | PIKE #1 CSG.                          | FRANKLIN  | AR | 17-09N-26W       |
| OZ1009801      | PLUNKETT #1                           | SEBASTIAN | AR | 31-06N-31W       |
| OZ1010301      | POWERS F #1 TBG.                      | POPE      | AR | 09-09N-20W       |
| OZ1010801      | PRICE G #2 TBG.                       | POPE      | AR | 15-09N-20W       |
| OZ1002701      | PRICE G #1 TBG.                       | POPE      | AR | 15-09N-20W       |
| OZA016401      | PRICE EXT.                            |           |    |                  |
| OZA013901      | DELIVERY #1                           | FRANKLIN  | AR | 17-07N-28W       |
| OZA013901      | PRICE N #1                            | FRANKLIN  | AR | 10-07N-28W       |
| OZ1023390      | QUICK LATERAL DEL.<br>TO OZ.          | HASKELL   | OK | 18-09N-20E       |
| OZ1025501      | RAINWATER 2-14                        | POPE      | AR | 14-08N-19W       |
| OZ1016101      | RAINWATER A #1                        | POPE      | AR | 11-08N-19W       |
| OZ1026601      | REBA #1                               | FRANKLIN  | AR | 06-08N-27W       |
| OZ1000401      | REBEL DOLLAR #1                       | POPE      | AR | 30-09N-19W       |
| OZ1027401      | RELIANCE DEL. TO<br>OZARK             | LATIMER   | OK | 15-05N-18E       |
| OZ1025701      | REYNOLDS 2-11                         | JOHNSON   | AR | 11-09N-22W       |
| OZA023501      | ROBINSON Q #1                         | LOGAN     | AR | 27-07N-27W       |
| OZ1007401      | SATTERFIELD<br>2-18 CSG.              | HASKELL   | OK | 18-09N-20E       |
| OZ1006901      | SATTERFIELD<br>1-18 TBG.              | HASKELL   | OK | 18-09N-20E       |
| OZ1025001      | SCHERER B-1                           | PITTSBURG | OK | 34-04N-15E       |
| OZA021801      | SENIOR #1                             | LOGAN     | AR | 12-06N-27W       |
| OZA017901      | SEXTON 2-20                           | POPE      | AR | 20-09N-20W       |
| OZA017801      | SEXTON 1-20 CSG.                      | POPE      | AR | 20-09N-20W       |
| OZ1023190      | SHAWNEE DEL.<br>TO OZARK "B"          | PITTSBURG | OK | 05-03N-14E       |
| OZ1019090      | SHAWNEE DEL.<br>TO OZARK "A"          | PITTSBURG | OK | 05-03N-14E       |

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Original Sheet No. 147 Original Sheet No. 147 : Superseded

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1011290      | SHAWNEE DELIVERY<br>(KOCH)            | PITTSBURG | OK | 05-03N-14E       |
| OZ1023690      | SHAWNEE DEL.TO<br>OZ (SOUTH)          | PITTSBURG | OK | 05-03N-14E       |
| OZA019201      | SHUMATE A #1                          | FRANKLIN  | AR | 14-07N-28W       |
| OZ1017201      | SINGLETON 2-34 CSG.                   | POPE      | AR | 34-09N-22W       |
| OZ1017101      | SINGLETON 2-34 TBG.                   | POPE      | AR | 34-09N-22W       |
| OZ1009401      | SINGLETON 1-34 TBG.                   | POPE      | AR | 34-09N-20W       |
| OZ1009501      | SINGLETON 1-34 CSG.                   | POPE      | AR | 34-09N-20W       |
| OZ1027201      | SINGLETON 4-34 TBG.                   | POPE      | AR | 34-09N-20W       |
| OZ1027301      | SINGLETON 4-34-CSG.                   | POPE      | AR | 34-09N-20W       |
| OZA022301      | SITES #1 TBG.                         | LOGAN     | AR | 05-06N-27W       |
| OZ1004001      | SKINNER #1                            | SEBASTIAN | AR | 09-06N-32W       |
| OZ1009601      | SMITH 1-36                            | SEBASTIAN | AR | 36-06N-32W       |
| OZ1025901      | SMITH 2-28 CSG.                       | POPE      | AR | 28-09N-20W       |
| OZ1025801      | SMITH 2-28 TBG.                       | POPE      | AR | 28-09N-20W       |
| OZA021201      | SNYDER B #1-21                        | LOGAN     | AR | 21-07N-27W       |
| OZ1011401      | SOUTHMAYD #1-17                       | LOGAN     | AR | 17-08N-25W       |
| OZA021501      | SPAIN #1                              | LOGAN     | AR | 29-07N-27W       |
| OZ1007501      | SPEARS 1-24 TBG.                      | HASKELL   | OK | 24-09N-19E       |
| OZ1021101      | SPEARS 2-24                           | HASKELL   | OK | 24-09N-19E       |
| OZA023801      | STAFFORD #1 CSG.                      | LOGAN     | AR | 18-06N-26W       |
| OZ1027501      | STELLER HASKELL<br>DELIVERY           | LATIMER   | OK | 07-09N-20E       |
| OZ1006001      | STEPHENS MCBRIDE<br>INLET             | SEBASTIAN | AR | 35-07N-32W       |
| OZ1018901      | STEVENS F #1                          | PITTSBURG | OK | 01-04N-15E       |
| OZ1010401      | STRANGE 1-29                          | PITTSBURG | OK | 29-04N-16E       |
| OZA013301      | STRONG TAYLOR<br>#1-34 TBG.           | POPE      | AR | 34-10N-21W       |
| OZ1005501      | STROUPE #1 CSG.                       | LOGAN     | AR | 07-08N-25W       |
| OZA013201      | STUMBAUGH #1-32                       | JOHNSON   | AR | 32-10N-21W       |
| OZ1005701      | THOMPSON L #1 CSG.                    | LOGAN     | AR | 12-08N-25W       |
| OZA022801      | THOMPSON L #2                         | LOGAN     | AR | 12-08N-25W       |
| OZ1005601      | THOMPSON L #1 TBG.                    | LOGAN     | AR | 12-08N-25W       |
| OZA080201      | THORPE A-1                            | LOGAN     | AR | 22-07N-27W       |
| OZ1014001      | TOBEY A.O.G.<br>REDELIVERY            | FRANKLIN  | AR | 22-08N-29W       |
| OZ1008501      | TOBEY #1 TBG.                         | FRANKLIN  | AR | 11-08N-29W       |
| OZ1000301      | TURKEY FLAT #1                        | HASKELL   | OK | 16-07N-21E       |
| OZA014301      | UTLEY D 1-31 TBG.                     | POPE      | AR | 31-09N-20W       |
| OZ1026201      | UTLEY E-1                             | POPE      | AR | 30-09N-20W       |

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Original Sheet No. 148 Original Sheet No. 148 : Superseded

| OZARK<br>METER | WELL NAME OR<br>RECEIPT METER<br>NAME | COUNTY    | ST | LEGAL<br>S-TS-RG |
|----------------|---------------------------------------|-----------|----|------------------|
| OZ1024601      | VARIOUS LEASES                        | POPE      | AR | 18-08N-20W       |
| OZ1000101      | WALKER L #1                           | HASKELL   | OK | 10-07N-20E       |
| OZ1008701      | WALLACE #1                            | SEBASTIAN | AR | 19-06N-31W       |
| OZA020001      | WATSON E #1                           | LOGAN     | AR | 20-07N-27W       |
| OZAO21401      | WEBB C #1                             | JOHNSON   | AR | 25-10N-23W       |
| OZ1025301      | WEBBER A #1                           | PITTSBURG | OK | 18-05N-17E       |
| OZA018601      | WHEELS 1                              | JOHNSON   | AR | 33-10N-24W       |
| OZ1006601      | WHITEFIELD<br>1-13 CSG.               | HASKELL   | OK | 13-09N-19E       |
| OZ1006501      | WHITEFIELD<br>1-13 TBG.               | HASKELL   | OK | 13-09N-19E       |
| OZ1018501      | WHORTON A #1 CSG.                     | POPE      | AR | 30-09N-21W       |
| OZA013001      | WIGGINS A #1                          | LOGAN     | AR | 25-08N-26W       |
| OZ1017401      | WIGGINS B<br>#1-30 TBG.               | LOGAN     | AR | 30-08N-26W       |
| OZA022501      | WILKINS A #1-25                       | LOGAN     | AR | 24-06N-27W       |
| OZ1005201      | WILLIAMS K #1 TBG.                    | FRANKLIN  | AR | 12-08N-28W       |
| OZA080801      | WILLIAMS KK #2                        | LOGAN     | AR | 03-06N-28W       |
| OZ1025201      | WILLIAMS LAT.<br>DELIVERY             | LOGAN     | AR | 12-08N-25W       |
| OZ1005301      | WILLIAMS K #1 CSG.                    | FRANKLIN  | AR | 12-08N-28W       |
| OZ1024701      | WILLIAMS K #2                         | FRANKLIN  | AR | 12-08N-25W       |
| OZA022001      | WINGFIELD #1 CSG.                     | LOGAN     | AR | 14-06N-27W       |
| OZ1004601      | WOODS #1 UPPER TBG.                   | SEBASTIAN | AR | 13-06N-31W       |
| OZ1004701      | WOODS #1 LOWER TBG.                   | SEBASTIAN | AR | 13-06N-31W       |
| OZ1026801      | WOODS #2                              | SEBASTIAN | AR | 13-06N-32W       |
| OZ1009101      | WOODS C #1                            | SEBASTIAN | AR | 14-06N-32W       |
| OZ1003601      | YOUNG K-1                             | JOHNSON   | AR | 34-09N-26W       |
| OZA079301      | YOW A-1                               | POPE      | AR | 12-09N-21W       |
| OZA079401      | YOW A-2                               | POPE      | AR | 12-09N-21W       |

All Ozark Meter Numbers that begin with "OZA" require prior arrangements with an upstream pipeline.

SUCH OTHER POINTS AS MAY BE AGREED UPON BETWEEN PARTIES  
HERETO FROM TIME TO TIME.

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FERC Docket: RP98-185-000

**First Revised Sheet No. 149** First Revised Sheet No. 149 : Superseded  
Superseding: Original Sheet No. 149

THIS AGREEMENT ("Agreement"), entered into on \_\_\_\_\_, 199\_, is between Ozark Gas Transmission System ("Transporter"), a Delaware corporation, and \_\_\_\_\_, ("Shipper");

WHEREAS, Shipper has requested that Transporter transport natural gas for Shipper; and

WHEREAS, Transporter has agreed to provide such transportation for Shipper subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

- 1.1 "Maximum Daily Delivery Obligation (MDDO)" means
- 1.2 "Maximum Daily Quantity (MDQ)" means the maximum

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE ITS  
(Continued)

- 1.3 "Equivalent Quantity" means the quantity, expressed in MMBtu's, delivered to Shipper by Transporter at the point(s) of delivery. Such quantity is equal to the quantity of gas received from Shipper at the point(s) of receipt less Fuel Usage and Applicable Shrinkage.
- 1.4 "Fuel Usage and Applicable Shrinkage" means the quantity of natural gas retained by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas.

ARTICLE II

NATURAL GAS TRANSPORTATION SERVICE

- 2.1 Transportation service rendered hereunder shall be interruptible service as provided in Transporter's ITS Rate Schedule, and as described in Section 2 of Transporter's ITS Rate Schedule.

ARTICLE III

POINT(S) OF RECEIPT

- 3.1 The Point(s) of Receipt at which Transporter shall receive gas for transportation under this Agreement shall be specified in Exhibit A to this Agreement. If Shipper elects Transporter's Master Receipt Point List, which is attached to the ITS Rate Schedule, Shipper shall specify "Master Receipt Point List" on Exhibit A.

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FERC Docket: RS92- 72-003

**First Revised Sheet No. 151** First Revised Sheet No. 151 : Superseded  
Superseding: Substitute Original Sheet No. 151

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE ITS  
(Continued)

ARTICLE IV

POINT(S) OF DELIVERY

- 4.1 The Point(s) of Delivery at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity of gas for transportation under this Agreement shall be specified in Exhibit B to this Agreement. If Shipper elects Transporter's Master Delivery Point List, which is attached to Rate Schedule ITS as Exhibit B, Shipper shall specify "Master Delivery Point List" on Exhibit B. Notwithstanding the MDQ at each Point of Delivery, Shipper shall not nominate a total quantity of natural gas at all Points of Delivery that exceeds the MDQ set forth in this Agreement.

ARTICLE V

TERM OF AGREEMENT

- 5.1 Subject to the General Terms and Conditions of Transporter's FERC Gas Tariff and Rate Schedule ITS, this Agreement shall be effective as of \_\_\_\_\_ and shall continue for a primary term through \_\_\_\_\_. Thereafter, this Agreement shall be effective month to month, until terminated by Transporter or Shipper upon sixty (60) days prior written notice to the other specifying a termination date.

Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement as required by the ITS Rate Schedule, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE ITS  
(Continued)

(10) days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI

RATE SCHEDULE AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's ITS Rate, the applicable provisions of Transporter's ITS Rate Schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such ITS Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof.
- 6.2 Transporter may seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in the ITS Rate Schedule. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act including the right to participate fully in rate proceedings by intervention or otherwise to contest increased rates in whole or in part.

Effective Date: 09/03/1991 Status: Effective

FERC Docket: RP91-208-000

Original Sheet No. 153 Original Sheet No. 153 : Superseded

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE ITS

ARTICLE VII

MISCELLANEOUS

- 7.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with Article VIII herein.
- 7.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws.
- 7.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 7.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 7.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary to effectuate this Agreement.

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**First Revised Sheet No. 154** First Revised Sheet No. 154 : Superseded  
Superseding: Original Sheet No. 154

7.6 Entire Agreement. This Agreement constitutes the

8.1 All notices, requests, statements or other

Effective Date: 10/01/1991 Status: Effective  
FERC Docket: RP91-208-002

**Substitute Original Sheet No. 155** Substitute Original Sheet No. 155 : Superseded

FORM OF  
TRANSPORTATION SERVICE AGREEMENT  
UNDER RATE SCHEDULE ITS  
(Continued)

if mailed postage prepaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the third business day following the date on which same was deposited in the United States mail, addressed in accordance with this Article VIII. Either Shipper or Transporter may designate a different address to which notices, requests, statements, payments or other communications shall be sent upon proper notice as set forth in this Article VIII.

Effective Date: 05/10/1998 Status: Effective  
FERC Docket: RP98-185-000

**First Revised Sheet No. 156** First Revised Sheet No. 156 : Superseded  
Superseding: Original Sheet No. 156

caused this Agreement to be duly executed by their duly  
authorized officers in two (2) original counterparts as of  
\_\_\_\_\_, 19\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_ By \_\_\_\_\_

WITNESS: \_\_\_\_\_

*Effective Date: 09/03/1991 Status: Effective*

*FERC Docket: RP91-208-000*

**Original Sheet No. 157** Original Sheet No. 157 : Superseded

EXHIBIT A  
TO  
INTERRUPTIBLE TRANSPORTATION AGREEMENT  
UNDER RATE SCHEDULE ITS

POINTS OF RECEIPT

Effective Date: 09/03/1991 Status: Effective

FERC Docket: RP91-208-000

**Original Sheet No. 158** Original Sheet No. 158 : Superseded

EXHIBIT B  
TO  
INTERRUPTIBLE TRANSPORTATION AGREEMENT  
UNDER RATE SCHEDULE ITS

POINTS OF DELIVERY      MDDO      DELIVERY PRESSURE

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 159** Substitute Original Sheet No. 159 : Superseded

1. AVAILABILITY

This rate schedule is available to any party (TTS customer) for the transfer of gas to another party at the same Point of Receipt or Point of Delivery, other than a Pool Point.

1.1 TTS customer shall execute a TTS Service Agreement

1.2 TTS customer shall provide creditworthiness

1.3 TTS customers may conduct unlimited title transfer

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all natural gas

2.2 The priority of service for transportation service

2.3 Quantities nominated for transfer to another party

2.4 The TTS Customer may provide rankings for transfer

*Effective Date: 11/01/1997 Status: Effective*  
*FERC Docket: RP97-357-001*

**Substitute Original Sheet No. 160** Substitute Original Sheet No. 160 : Superseded

2.5 There will be no imbalances under this service.

3. RATE AND BILLING

There will be no charge for this service.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas  
Tariff are applicable to this rate schedule as if the TTS  
Customer were a transportation service customer.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 161** Substitute Original Sheet No. 161 : Superseded

FORM OF SERVICE AGREEMENT UNDER RATE SCHEDULE TTS

THIS AGREEMENT is made and entered into this \_\_\_ day of  
OZARK GAS TRANSMISSION SYSTEM, a Delaware corporation,  
hereinafter referred to as "Ozark," and  
\_\_\_\_\_ a corporation,  
hereinafter referred to as "Transfer Customer."

IN CONSIDERATION of the premises and of the mutual  
covenants and agreements herein contained, Ozark and  
Customer agree as follows:

WHEREAS, Transfer Customer has requested that Ozark  
track the transfer of title to natural gas that has been or  
will be shipped on the Ozark system; and

WHEREAS, Ozark has agreed to provide such title  
tracking service for Transfer Customer subject to the terms  
and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and  
the mutual covenants herein contained, the parties agree as  
follows:

- 1.1 Subject to the provisions of this Agreement and of  
Ozark's Rate Schedule TTS, Ozark agrees to track such  
quantities of natural gas as the Transfer Customer may  
nominate for transfer or from another Transfer  
Customer, a Pooling Customer Under Ozark's Pooling Rate  
Schedules or a Shipper under Ozark's Transportation  
Rate Schedules. Transfers will be accepted only at  
Receipt Point(s) on Ozark's Master Receipt Point  
List(s), as revised from time to time, or at Delivery  
Points off of the Ozark System. Title transfers at  
logical pooling points will be accomplished through  
pool-to-pool transfers. Quantities nominated on any  
day under this agreement shall not exceed the Maximum  
Transfer Quantity (MTQ), which for this agreement is  
\_\_\_\_\_ Dth/D.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**First Revised Sheet No. 162** First Revised Sheet No. 162 : Superseded  
Superseding: Original Sheet No. 162

- 2.1 Rate: There is no separate charge for TTS Service. Transfer Customer may be liable for charges set forth in Rate Schedules TTS or charges appearing in the General Terms and Conditions of Ozark's FERC gas tariff. Such charges, if any, shall be paid in the same manner on the same timetable as any charge by Ozark for transportation service.
- 2.2 Transfer Customer agrees that Ozark shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Transfer Customer shall have the right to protest any such changes.
- 2.3 This Agreement in all respects is subject to the provisions of Rate Schedule TTS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule TTS, all of which are by reference made a part hereof.
- 3.1 This Agreement shall become effective continue in full force and effect until \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 163** Substitute Original Sheet No. 163 : Superseded

3.2 This Agreement may be suspended or terminated by Ozark in the event Transfer Customer fails to pay all of the amount of any bill rendered by Ozark hereunder when that amount is due; provided, however, Ozark shall give Transfer Customer and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Transfer Customer in accordance with Article VII of the General Terms and Conditions.

4.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, or by facsimile, at the following addresses or facsimile numbers, respectively:

To Transfer Customer: (Address)

To Ozark: Ozark Gas Transmission System

5.1 The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Texas.

5.2 OTHER THAN AS MAY BE SET FORTH HEREIN, OZARK MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 164** Substitute Original Sheet No. 164 : Superseded

5.3 Ozark makes no warranties whatsoever with respect to the validity of title being transferred by any party utilizing its transmission system and hereby expressly states that it will not assume any obligation to determine the validity of any title transfer, nor will it otherwise perform any function related to the transfer of title except to track for accounting purposes transfers made pursuant to nominations and confirmation provided by Transfer Customers and those to whom they transfer title or from whom they receive title transfers. It shall be totally the responsibility of the Transfer Customer and those to whom or from whom it transfers title to resolve disputes over the validity of title being transferred.

5.4 The General Terms and Conditions of Ozark's FERC Gas Tariff are applicable to this Agreement.

5.5 Other Miscellaneous

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as Of the day and year first written above.

Attest: OZARK GAS TRANSMISSION SYSTEM

Assistant Secretary By:

Attest/Witness:

Secretary By:

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 165** Substitute Original Sheet No. 165 : Superseded

1. AVAILABILITY

This rate schedule is available to any party (SPS customer) for the aggregation of natural gas supply in two pooling areas, as defined in section 2 (b) of this Rate Schedule.

1.1 SPS customer shall execute a SPS Service Agreement

1.2 SPS customer shall provide creditworthiness

1.3 SPS customers must have a separate SPS Service

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all natural gas

2.2 Transporter has two pooling areas for the

2.3 The priority of service under this rate schedule

2.4 Quantities nominated for receipt under this rate

*Effective Date: 05/10/1998 Status: Effective*

*FERC Docket: RP98-185-000*

**First Revised Sheet No. 166** First Revised Sheet No. 166 : Superseded  
Superseding: Substitute Original Sheet No. 166

2.5 The SPS customer may provide rankings for gas

2.6 Any imbalance between actual quantities received

2.7 SPS customer may transfer gas to another SPS

2.8 SPS customer may transfer gas from an East of

3. RATE AND BILLING

3.1 There will be no separate charge for this service,

3.2 Fuel will be collected on the Transportation

3.3 There is no charge for pool-to-pool transfers in

4. General Terms and Conditions

The General Terms and Conditions of this FERC Gas  
Tariff are applicable to this rate schedule as if the SPS  
Customer were a transportation service customer.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 167** Substitute Original Sheet No. 167 : Superseded

1. AVAILABILITY

This rate schedule is available to any party (DPS customer) for the dis-aggregation of natural gas at Transporter's Delivery Points located near Searcy, Arkansas from a logical Delivery Pooling Point on Transporter's system.

1.1 DPS customer shall execute a DPS Service Agreement for

1.2 DPS customer shall provide creditworthiness information

1.3 There is no limit on the number of DPS Service

1.4 Gas must be transported under a Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to all natural gas

2.2 Transporter has one delivery pool, for the delivery of

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 168** Substitute Original Sheet No. 168 : Superseded

2.3 The priority of service under this rate schedule

2.4 Quantities nominated for receipt under this rate

2.5 The DPS customer may provide rankings for gas

2.6 Any imbalance between actual quantities received

2.7 DPS Customer may nominate to transfer gas to

3. RATE AND BILLING

3.1 There will be no separate charge for this service,

3.2 Fuel will be collected on the Transportation

3.3 There is no charge for pool-to-pool transfers.

4. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas  
Tariff are applicable to this rate schedule as if the DPS  
Customer were a transportation service customer.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 169** Substitute Original Sheet No. 169 : Superseded

THIS AGREEMENT is made and entered into this \_\_\_ day of  
OZARK GAS TRANSMISSION SYSTEM, a Delaware corporation,  
hereinafter referred to as "Ozark," and  
\_\_\_\_\_ a corporation,  
hereinafter referred to  
as "Pooling Customer."

IN CONSIDERATION of the premises and of the mutual  
covenants and agreements herein contained, Ozark and  
Customer agree as follows:

WHEREAS, Pooling Customer has requested that Ozark  
allow it to "pool" supplies of natural gas that have been or  
will be shipped on the Ozark system; and

WHEREAS, Ozark has agreed to provide such "Pooling  
Service" for Pooling Customer subject to the terms and  
conditions set forth in this Agreement and Rate Schedules  
SPS and DPS, as applicable;

NOW, THEREFORE, in consideration of the promises and  
the mutual covenants herein contained, the parties agree as  
follows:

1.1 Subject to the provisions of this Agreement and of  
Ozark's Rate Schedules SPS and DPS, Ozark agrees to  
allow shipper to pool such quantities of natural gas as  
the Pooling Customer may nominate for transfer or from  
a Transfer Customer under Ozark's Rate Schedule TTS,  
another Pooling Customer under Ozark's Pooling Rate  
Schedules or a Shipper under Ozark's Transportation  
Rate Schedules. Pooling nominations for Supply Pooling  
Service will be accepted only at Receipt Point(s) on  
Ozark's Master Receipt Point List(s), as revised from  
time to time, and Pooling Nominations for Delivery  
Pooling Service only at Delivery Points in the Searcy  
area of the Ozark System. Title Transfers at logical  
pooling points may be accomplished through pool-to-pool  
transfers. Quantities nominated on any day under this  
agreement shall not exceed the Maximum Pooling Quantity  
(MPQ), which for this agreement is \_\_\_\_\_  
Dth/D.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**First Revised Sheet No. 170** First Revised Sheet No. 170 : Superseded  
Superseding: Original Sheet No. 170

RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 2.1 Rate: There is no separate charge for Pooling Service. Pooling Customer may be liable for charges set forth in Rate Schedules SPS and DPS or charges appearing in the General Terms and Conditions of Ozark's FERC gas tariff. Such charges, if any, shall be paid in the same manner on the same timetable as any charge by Ozark for transportation service.
- 2.2 Pooling Customer agrees that Ozark shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Transfer Customer shall have the right to protest any such changes.
- 2.3 This Agreement in all respects is subject to the provisions of Rate Schedules SPS and DPS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedules SPS and DPS, all of which are by reference made a part hereof.
- 3.1 This Agreement shall become effective continue in full force and effect until \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_.
- 3.2 This Agreement may be suspended or terminated by Ozark in the event Pooling Customer fails to pay all of the amount of any bill rendered by Ozark hereunder when that amount is due; provided, however, Ozark shall give Pooling Customer and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Pooling Customer in accordance with Article VII of the General Terms and Conditions.

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-357-001

**Substitute Original Sheet No. 171** Substitute Original Sheet No. 171 : Superseded

4.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, or by facsimile, at the following addresses or facsimile numbers, respectively:

To Pooling Shipper: (Address)  
(Facsimile Number)

To Ozark: Ozark Gas Transmission System  
1000 Louisiana  
Suite 5800  
Houston, TX 77002  
Attention: Manager -  
Transportation Services  
Fax Number (713) 507-6515

5.1 The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Texas.

5.2 OTHER THAN AS MAY BE SET FORTH HEREIN, OZARK MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

5.3 Ozark makes no warranties whatsoever with respect to the validity of title being transferred by any party utilizing its transmission system and hereby expressly states that it will not assume any obligation to determine the validity of any title transfer, nor will it otherwise perform any function related to the transfer of title except to track for accounting purposes transfers made pursuant to nominations and confirmation provided by Pooling Customers and those to whom they transfer title or from whom they receive title transfers. It shall be totally the responsibility of the Pooling Customer and those to whom or from whom it transfers title to resolve disputes over the validity of title being transferred.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-357-000

**Original Sheet No. 172** Original Sheet No. 172 : Superseded

5.4 The General Terms and Conditions of Ozark's Gas Tariff are applicable to this rate Agreement.

5.5 Other Miscellaneous

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.  
Attest: OZARK GAS TRANSMISSION SYSTEM

Assistant Secretary By:

Attest/Witness:

Secretary By:

