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**Second Revised Sheet No. 0** Mississippi River Transmission Corporation: Third Revised Volume No. 1

Second Revised Sheet No. 0

Superseding: First Revised Sheet No. 0

FERC GAS TARIFF

Third Revised Volume No. 1

of

CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION

Filed with

Federal Energy Regulatory Commission

Communications concerning this tariff should be addressed to:

Cyril J. Zebot  
Senior Vice President  
and  
Chief Commercial Officer  
CenterPoint Energy - Mississippi River Transmission Corporation

1100 Louisiana  
Post Office Box 1700  
Houston, TX 77210-1700

Telephone No. (713) 207-5163  
Fax No. (713) 207-0711

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Superseding: Original Sheet No. 3

PRELIMINARY STATEMENT

CenterPoint Energy - Mississippi River Transmission Corporation (MRT) transports natural gas in interstate commerce by means of a natural gas pipeline system and stores natural gas in storage fields which it owns and operates pursuant to authority granted by the Federal Energy Regulatory Commission and its predecessor, the Federal Power Commission. MRT also provides sales service and agency services to Customers.

MRT's Main Line System consists of three high pressure pipelines originating at Perryville, Louisiana and extending through the states of Arkansas and Missouri to points of termination at MRT's Columbia and Meramec Measuring Stations near St. Louis, Missouri. MRT's West Line extends from Harrison County, Texas to Perryville, Louisiana where it interconnects with MRT's Main Line system. MRT's pipeline system also includes the Fountain Hill Line, which connects MRT's Unionville Storage Facilities to its Main Line System, and the East Line, a main trunk line extending into the greater St. Louis area from a point in Clay County in Southeastern Illinois. MRT has interconnects for the receipt of gas from various producing fields, and for the delivery of gas by other pipelines.

MRT's Storage Facilities consist of the East and West Unionville Storage Fields located in Lincoln Parish, Louisiana, and the St. Jacob Storage Field located in Madison County, Illinois.

MRT is committed to providing high quality, reliable services to its Customers at reasonable rates. MRT will provide equal service for all gas transported or stored under each rate schedule in this tariff, and will apply this tariff to all Customers in a manner that is consistent with the Natural Gas Act.

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MAP

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**Third Revised Sheet No. 4** Third Revised Sheet No. 4  
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**First Revised Sheet No. 4A** First Revised Sheet No. 4A :    Suspended  
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Sheet Nos. 4A through 4B  
Are reserved for future use.

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**Second Revised Sheet No. 4A** Second Revised Sheet No. 4A  
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**First Revised Sheet No. 4B** First Revised Sheet No. 4B  
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**Sub Sixty-Sixth Revised Sheet No. 5** Sub Sixty-Sixth Revised Sheet No. 5  
Superseding: Sub Sixty-Fifth Revised Sheet No. 5

CURRENTLY EFFECTIVE RATES  
FIRM TRANSPORTATION SERVICE  
Rates Per Dth

	Base Rate -----	Sec. 21 -----	Maximum Rate -----	Minimum Rate -----	Fuel Use -----	LUFG -----
RATE SCHEDULE FTS -----						
For Transportation Between:						
Field Zone and Market Zone						
- Reservation Charge	\$4.2096	-	\$4.2096	-	-	
- Usage Charge	\$ .0048	\$ .0019	\$ .0067	\$ .0067	0.63%	0.45%
- Authorized Overrun	\$ .1432	\$ .0019	\$ .1451	\$ .0067	0.63%	0.45%
Field Zone Only						
- Reservation Charge	\$2.1945	-	\$2.1945	-	-	
- Usage Charge	\$ .0015	\$ .0019	\$ .0034	\$ .0034	0.29%	0.45%
- Authorized Overrun	\$ .0736	\$ .0019	\$ .0755	\$ .0034	0.29%	0.45%
Market Zone Only						
- Reservation Charge	\$2.0151	-	\$2.0151	-	-	
- Usage Charge	\$ .0033	\$ .0019	\$ .0052	\$ .0052	0.34%	0.45%
- Authorized Overrun	\$ .0696	\$ .0019	\$ .0715	\$ .0052	0.34%	0.45%

Notes are shown on Sheet No. 11.

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Original Sheet No. 5A Original Sheet No. 5A : Suspended

FIRM TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 2

Rates Per Dth

Percentage	Base Rate	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss
-----	-----	-----	-----	-----	
RATE SCHEDULE FTS					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Reservation Charge	\$4.9957	-	\$4.9957	-	-
- Usage Charge	0.0253	\$0.0022	0.0275	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Reservation Charge	\$3.9570	-	\$3.9570	-	-
- Usage Charge	0.0199	\$0.0022	0.0221	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Reservation Charge	\$2.2618	-	\$2.2618	-	-
- Usage Charge	0.0070	\$0.0022	0.0092	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Reservation Charge	\$2.7339	-	\$2.7339	-	-
- Usage Charge	0.0183	\$0.0022	0.0205	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Reservation Charge	\$1.6952	-	\$1.6952	-	-
- Usage Charge	0.0129	\$0.0022	0.0151	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Reservation Charge	\$1.0387	-	\$1.0387	-	-
- Usage Charge	0.0054	\$0.0022	0.0076	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
	-----	-----
FTS Reservation, High Load Factor	\$0.0900	\$0.0000
FTS Reservation, Low Load Factor	\$0.0550	\$0.0000
FTS Usage	\$0.0070	\$0.0000
FTS Authorized Overrun	\$0.0070	\$0.0000

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Original Sheet No. 5B Original Sheet No. 5B : Suspended

FIRM TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 3

Rates Per Dth

	Base Rate	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss Percentage
-----	-----	-----	-----	-----	
RATE SCHEDULE FTS					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Reservation Charge	\$4.7597	-	\$4.7597	-	-
- Usage Charge	0.0253	\$0.0022	0.0275	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Reservation Charge	\$3.7845	-	\$3.7845	-	-
- Usage Charge	0.0199	\$0.0022	0.0221	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Reservation Charge	\$2.1669	-	\$2.1669	-	-
- Usage Charge	0.0070	\$0.0022	0.0092	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Reservation Charge	\$2.5928	-	\$2.5928	-	-
- Usage Charge	0.0183	\$0.0022	0.0205	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Reservation Charge	\$1.6176	-	\$1.6176	-	-
- Usage Charge	0.0129	\$0.0022	0.0151	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Reservation Charge	\$0.9752	-	\$0.9752	-	-
- Usage Charge	0.0054	\$0.0022	0.0076	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
-----	-----	-----
FTS Reservation, High Load Factor	\$0.0900	\$0.0000
FTS Reservation, Low Load Factor	\$0.0550	\$0.0000
FTS Usage	\$0.0070	\$0.0000
FTS Authorized Overrun	\$0.0070	\$0.0000

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FERC Docket: RP01-292-000

Original Sheet No. 5C Original Sheet No. 5C : Suspended

FIRM TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 4

Rates Per Dth

	Base Rate	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss Percentage
	-----	-----	-----	-----	-----
RATE SCHEDULE FTS					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Reservation Charge	\$4.5238	-	\$4.5238	-	-
- Usage Charge	0.0253	\$0.0022	0.0275	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Reservation Charge	\$3.6120	-	\$3.6120	-	-
- Usage Charge	0.0199	\$0.0022	0.0221	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Reservation Charge	\$2.0720	-	\$2.0720	-	-
- Usage Charge	0.0070	\$0.0022	0.0092	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Reservation Charge	\$2.4518	-	\$2.4518	-	-
- Usage Charge	0.0183	\$0.0022	0.0205	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Reservation Charge	\$1.5400	-	\$1.5400	-	-
- Usage Charge	0.0129	\$0.0022	0.0151	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Reservation Charge	\$0.9118	-	\$0.9118	-	-
- Usage Charge	0.0054	\$0.0022	0.0076	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
	-----	-----
FTS Reservation, High Load Factor	\$0.0900	\$0.0000
FTS Reservation, Low Load Factor	\$0.0550	\$0.0000
FTS Usage	\$0.0070	\$0.0000
FTS Authorized Overrun	\$0.0070	\$0.0000

Effective Date: 11/01/2009 Status: Effective

FERC Docket: RP09-921-001

**Sub Sixty-Sixth Revised Sheet No. 6** Sub Sixty-Sixth Revised Sheet No. 6

Superseding: Sub Sixty-Fifth Revised Sheet No. 6

CURRENTLY EFFECTIVE RATES  
SMALL CUSTOMER TRANSPORTATION SERVICE  
Rates Per Dth

	Base Rate ----	Sec. 21 ----	Maximum Rate -----	Minimum Rate -----	Fuel Use -----	LUFG -----
RATE SCHEDULE SCT -----						
For Transportation Between:						
Field Zone and Market Zone						
- Usage Charge	\$.4119	\$.0019	\$.4138	\$.0067	0.63%	0.45%
- Authorized Overrun	\$.1432	\$.0019	\$.1451	\$.0067	0.63%	0.45%
Field Zone Only						
- Usage Charge	\$.2137	\$.0019	\$.2156	\$.0034	0.29%	0.45%
- Authorized Overrun	\$.0736	\$.0019	\$.0755	\$.0034	0.29%	0.45%
Market Zone Only						
- Usage Charge	\$.1982	\$.0019	\$.2001	\$.0052	0.34%	0.45%
- Authorized Overrun	\$.0696	\$.0019	\$.0715	\$.0052	0.34%	0.45%

Notes are shown on Sheet No. 11.

Effective Date: 05/01/2001 Status: Suspended

FERC Docket: RP01-292-000

Original Sheet No. 6A Original Sheet No. 6A : Suspended

SMALL CUSTOMER TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 2

Rates Per Dth

	Base Rate	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss Percentage
	-----	-----	-----	-----	-----
RATE SCHEDULE SCT					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Usage Charge	\$0.5083	\$0.0022	\$0.5105	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Usage Charge	\$0.4025	\$0.0022	\$0.4047	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Usage Charge	\$0.2257	\$0.0022	\$0.2279	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Usage Charge	\$0.2826	\$0.0022	\$0.2848	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Usage Charge	\$0.1768	\$0.0022	\$0.1790	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Usage Charge	\$0.1058	\$0.0022	\$0.1080	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
	-----	-----
SCT Usage	\$0.0110	\$0.0000
SCT Authorized Overrun	\$0.0070	\$0.0000

Effective Date: 05/01/2001 Status: Suspended

FERC Docket: RP01-292-000

Original Sheet No. 6B Original Sheet No. 6B : Suspended

SMALL CUSTOMER TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 3

Rates Per Dth

	Base Rate	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss Percentage
	-----	-----	-----	-----	-----
RATE SCHEDULE SCT					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Usage Charge	\$0.4855	\$0.0022	\$ 0.4877	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Usage Charge	\$0.3858	\$0.0022	\$0.3880	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Usage Charge	\$0.2165	\$0.0022	\$0.2187	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Usage Charge	\$0.2690	\$0.0022	\$0.2712	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Usage Charge	\$0.1693	\$0.0022	\$0.1715	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Usage Charge	\$0.0997	\$0.0022	\$0.1019	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
	-----	-----
SCT Usage	\$0.0110	\$0.0000
SCT Authorized Overrun	\$0.0070	\$0.0000



Effective Date: 05/01/2001 Status: Suspended

FERC Docket: RP01-292-000

Original Sheet No. 6C Original Sheet No. 6C : Suspended

SMALL CUSTOMER TRANSPORTATION SERVICE

CURRENTLY EFFECTIVE TERM-DIFFERENTIATED RATES

CATEGORY 4

Rates Per Dth

	Base Rate -----	Sec. 21 -----	Maximum Rate -----	Minimum Rate -----	Fuel Use & Loss Percentage -----
RATE SCHEDULE SCT					
-----					
For Transportation Between:					
South Field Zone to Market Zone					
- Usage Charge	\$0.4628	\$0.0022	\$0.4650	\$0.0275	4.04%
- Overrun Charge	0.1895	0.0022	0.1917	0.0275	4.04%
North Field Zone to Market Zone					
- Usage Charge	\$0.3692	\$0.0022	\$0.3714	\$0.0221	2.80%
- Overrun Charge	0.1500	0.0022	0.1522	0.0221	2.80%
Market Zone Only					
- Usage Charge	\$0.2074	\$0.0022	\$0.2096	\$0.0092	1.00%
- Overrun Charge	0.0814	0.0022	0.0836	0.0092	1.00%
South Field Zone to North Field Zone					
- Usage Charge	\$0.2554	\$0.0022	\$0.2576	\$0.0205	3.04%
- Overrun Charge	0.1081	0.0022	0.1103	0.0205	3.04%
North Field Zone Only					
- Usage Charge	\$0.1618	\$0.0022	\$0.1640	\$0.0151	1.80%
- Overrun Charge	0.0686	0.0022	0.0708	0.0151	1.80%
South Field Zone Only					
- Usage Charge	\$0.0936	\$0.0022	\$0.0958	\$0.0076	1.24%
- Overrun Charge	0.0395	0.0022	0.0417	0.0076	1.24%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate -----	Minimum Rate -----
SCT Usage	\$0.0110	\$0.0000
SCT Authorized Overrun	\$0.0070	\$0.0000

Effective Date: 11/01/2009 Status: Effective

FERC Docket: RP09-921-001

**Sub Sixty-Third Revised Sheet No. 7** Sub Sixty-Third Revised Sheet No. 7

Superseding: Sub Sixty-Second Revised Sheet No. 7

CURRENTLY EFFECTIVE RATES  
INTERRUPTIBLE TRANSPORTATION SERVICE  
Rates Per Dth

	Base Rate ----	Sec. 21 -----	Maximum Rate -----	Minimum Rate -----	Fuel Use -----	LUG -----
RATE SCHEDULE ITS						
-----						
For Transportation Between:						
Field Zone and Market Zone						
- Usage Charge	\$ .1432	\$ .0019	\$ .1451	\$ .0067	0.63%	0.45%
- Authorized Overrun	\$ .1432	\$ .0019	\$ .1451	\$ .0067	0.63%	0.45%
Field Zone Only						
- Usage Charge	\$ .0736	\$ .0019	\$ .0755	\$ .0034	0.29%	0.45%
- Authorized Overrun )	\$ .0736	\$ .0019	\$ .0755	\$ .0034	0.29%	0.45%
Market Zone Only						
- Usage Charge	\$ .0696	\$ .0019	\$ .0715	\$ .0052	0.34%	0.45%
- Authorized Overrun	\$ .0696	\$ .0019	\$ .0715	\$ .0052	0.34%	0.45%

Notes are shown on Sheet No. 11.

Effective Date: 11/01/2009 Status: Effective  
 FERC Docket: RP09-1042-000

**Twenty-Ninth Revised Sheet No. 8** Twenty-Ninth Revised Sheet No. 8  
 Superseding: Twenty-Eighth Revised Sheet No. 8

CURRENTLY EFFECTIVE RATES  
 FIRM AND INTERRUPTIBLE STORAGE SERVICE  
 Rates Per Dth

	Base Rate -----	Adjustments -----	Maximum Rate -----	Minimum Rates -----
RATE SCHEDULE FSS -----				
Deliverability Charge	\$.7168	-	\$.7168	-
Capacity Charge	\$.1582	-	\$.1582	-
Injection Charge	\$.0030	-	\$.0030	\$.0030
Withdrawal Charge	\$.0030	-	\$.0030	\$.0030
Authorized Overrun	\$.1612	-	\$.1612	\$.0030
RATE SCHEDULE ISS -----				
Inventory Charge	\$.0628	-	\$.0628	-
Injection Charge	\$.0033	-	\$.0033	\$.0033
Withdrawal Charge	\$.0033	-	\$.0033	\$.0033
Authorized Overrun	\$.0661	-	\$.0661	\$.0033

		Fuel Use -----	LUFG -----
Fuel Use and LUFG Percentages	Injection	1.59%	0.61%
	Withdrawal	1.23%	0.69%

Notes are shown on Sheet No. 11.

*Effective Date: 05/01/2001    Status: Suspended*

*FERC Docket: RP01-292-000*

**Sixth Revised Sheet No. 9** Sixth Revised Sheet No. 9 :    Suspended  
Superseding: Fifth Revised Sheet No. 9

SHEET NOS. 9 THRU 10

HAVE BEEN RESERVED FOR FUTURE USE

*Effective Date: 10/01/2001    Status: Effective*

*FERC Docket: RP01-292-005*

**Substitute Sixth Revised Sheet No. 9** Substitute Sixth Revised Sheet No. 9 : Effective  
Superseding: Fifth Revised Sheet No. 9

SHEET NO. 9 HAS BEEN RESERVED

FOR FUTURE USE

Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-003

**Fourth Revised Sheet No. 9A** Fourth Revised Sheet No. 9A : Effective

Superseding: Third Revised Sheet No. 9A

CURRENTLY EFFECTIVE RATES

PARK AND LOAN SERVICE

RATES PER Dth

	Base Rate -----	Adjustments -----	Maximum Rate -----	Minimum Rate -----
RATE SCHEDULE PALS -----				
Daily Balance Rate	\$.1569	--	\$.1569	\$.000
Activity Rate	\$.1569	--	\$.1569	\$.000

*Effective Date: 05/15/2004    Status: Effective*

*FERC Docket: RP00-305-013*

**Fourteenth Revised Sheet No. 10** Fourteenth Revised Sheet No. 10 :    Effective

Superseding: Thirteenth Revised Sheet No. 10

Sheet No. 10 is reserved for future use.

*Effective Date: 08/01/2004    Status: Effective*

*FERC Docket: RP00-305-017*

**First Revised Sheet No. 10A** First Revised Sheet No. 10A : Effective  
Superseding: Original Sheet No. 10A

Sheet No. 10A

is reserved for future use.



*Effective Date: 12/01/2004    Status: Effective*

*FERC Docket: RP00-305-019*

**Sheet No. 10B** Sheet No. 10B : Effective

Sheet Nos. 10B through 10C  
are reserved for future use.

Effective Date: 11/01/2001 Status: Effective

FERC Docket: RP00-305-005

Original Sheet No. 10C Original Sheet No. 10C : Superseded

STATEMENT OF NEGOTIATED RATES

Customer Name Receipts Point(s)	Contract Number(s)	Rate Schedule(s) Delivery Point(s)	Firm Contract Quantities [2]	Negotiated Rate
Union Electric Company	462	FTS	20,887 Dth/d (11/01-3/31)	See [3] - [5]
[1] UECA (DRN No. 154614)		Union Electric Aggregate		
d/b/a Ameren UE			18,636 Dth/d (04/01-10/31)	Below
	UEMR (DRN No. 60575)	Union Electric Meramec)		
	503	FSS	856,184 Dth	
	UEVN (DRN No. 60513)	Union Electric (Venice)		

\*STG (MRT's storage facilities)

[5] Rates for AOR service (through February 28, 2003) under FTS contract to Venice and/or Meramec power plant points, as follows:

	Field to Market (per Dth)	Market Only (per Dth)	Field Only (per Dth)
December	\$0.12		\$0.06 (for quantities > zone entitlement)
January - February	\$0.13		\$0.06 (for quantities > zone entitlement)
May - September		\$0.04	\$0.035 (for quantities within zone entitlement)
First 5,000 Dth/D of AOR:	\$0.07		
Next 5,000 Dth/D of AOR:	\$0.055		
All AOR > 10,000 Dth/D:	\$0.04		

Customer also shall pay or bear all applicable surcharges and fuel retentions. To be eligible for above AOR rates at any time during term specified, Customer must use AOR service under its FTS contract to transport to its Venice and Meramec power plants at least 50% of the existing natural gas requirements for the plants exceeding the requirements which can be delivered to the plants within the firm daily capacity available under the FTS Contract not used for its Alton system requirements.

[6] MRT will have opportunity to submit timely proposals to serve any incremental natural gas requirements at certain of Customer's power plants.

[7] Agreement subject to all laws, orders, rules and regulations. Parties not held in default if failure to perform due to good faith compliance with governmental requirements or good faith determination that governmental authority has conditioned performance in a manner which (i) requires performance inconsistent with terms and provisions of agreement, or (ii) prohibits the granting of [selective discounts] or other rates in a manner unacceptable to MRT.

[8] The Negotiated Rate Agreement does not deviate in any material aspect from the Transportation Service Agreement form in MRT's tariff.

*Effective Date: 10/01/2009    Status: Effective*

*FERC Docket: RP00-305-040*

**Third Revised Sheet No. 10D** Third Revised Sheet No. 10D  
Superseding: Substitute Second Revised Sheet No. 10D

SHEET RESERVED FOR FUTURE USE.

*Effective Date: 11/22/2006    Status: Effective*

*FERC Docket: RP00-305-030*

**First Revised Sheet No. 10E** First Revised Sheet No. 10E : Effective  
Superseding: Original Sheet No. 10E

SHEET RESERVED FOR FUTURE USE.

*Effective Date: 11/22/2006    Status: Effective*

*FERC Docket: RP00-305-030*

**First Revised Sheet No. 10F** First Revised Sheet No. 10F : Effective  
Superseding: Original Sheet No. 10F

SHEET RESERVED FOR FUTURE USE.

*Effective Date: 10/01/2004    Status: Effective*

*FERC Docket: RP00-305-018*

**First Revised Sheet No. 10G** First Revised Sheet No. 10G : Effective  
Superseding: Original Sheet No. 10G

Sheet No. 10G

Is Reserved For Future Use

Effective Date: 11/01/2009 Status: Effective

FERC Docket: RP09-1042-000

**Ninth Revised Sheet No. 11** Ninth Revised Sheet No. 11

Superseding: Eighth Revised Sheet No. 11

CURRENTLY EFFECTIVE RATES  
Rates Per Dth

NOTES APPLICABLE TO RATES SET FORTH ON SHEET NOS. 5 THRU 10

- 1/ The Market Zone consists of the portion of MRT's pipeline system north of the Missouri/Arkansas border.
- 2/ The Field Zone consists of the portion of MRT's pipeline system south of the Missouri/Arkansas border.
- 3/ Market and Field Zone rates are additive.
- 4/ Rate Schedule FTS Base Rates include the following Underground Storage cost components:

	Reservation Charge	Usage Charge
Market Zone - Maximum	4.54 ¢	-
- Minimum	-	-
Field Zone - Maximum	4.54 ¢	-
- Minimum	-	-

- 5/ Where MRT offers discounts for transportation service, MRT's rate components will be discounted in the following order:

FTS

a. FTS Reservation

b. FTS Usage

Base Rate

Currently the Base Rate and the ACA  
surcharge cannot be discounted

ITS, SCT and AOR

Base Rate

Currently the ACA surcharge cannot be discounted

- 6/ LUFG Percentage for transactions utilizing the following facilities listed under Section 29.2(a):

a. Line A-327 1.5%

- 7/ Other fees and charges collected pursuant to Section 30.2 of MRT's General Terms and Conditions.

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Fourth Revised Sheet No. 12** Fourth Revised Sheet No. 12 :    Effective

Superseding: Second Revised Sheet No. 12

ADDITIONAL INFORMATION  
APPLICABLE TO NEGOTIATED RATES

In addition to any of the rate components or rate formulas reflected in MRT's Negotiated Rate agreements with individual Customers, each such Customer shall pay all other applicable charges contained within MRT's tariff. Customer shall also provide Fuel Use and LUFG in such additional quantities as specified in MRT's tariff.



*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 13** Original Sheet No. 13 : Effective

SHEET NOS. 13 THROUGH 18  
HAVE BEEN RESERVED FOR FUTURE USE

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Second Revised Sheet No. 19** Second Revised Sheet No. 19 : Effective

Superseding: First Revised Sheet No. 19

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the transportation of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer), under the following conditions:

(a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule FTS service in the form of the service agreement set forth in this tariff (FTS Agreement); and

(b) MRT determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of gas by MRT pursuant to an FTS Agreement executed by MRT and Customer providing for transportation service each day on a firm basis up to the Maximum Daily Quantity (MDQ) and shall be subject to the provisions of the FTS Agreement and this tariff. Transportation service provided under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

2.2 Service hereunder shall consist of:

(a) the receipt of quantities of natural gas by MRT for Customer's account at the receipt point(s) up to the MDQ, exclusive of Fuel Use and LUFG, specified in the FTS Agreement;

(b) the transportation of such quantities of natural gas by MRT;  
and

(c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the MDQ at the delivery point(s) in accordance with the FTS Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 20** Original Sheet No. 20 : Effective

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

3. PRIMARY RECEIPT AND DELIVERY POINTS

3.1 MRT and Customer may add or delete Primary Receipt and Delivery Point(s) to the FTS Agreement from time to time by mutual agreement, subject to the conditions contained in Section 5 of the General Terms and Conditions, provided MRT can provide service at such additional point(s) on a firm basis. Unless MRT agrees otherwise, the applicable monthly reservation charge shall not be reduced by a change in the Primary Receipt and Delivery Point(s) originally specified in Customer's FTS Agreement.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be stated on the currently effective Sheet No. 5 of this tariff.

4.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:

(a) Monthly Reservation Charge - A charge per month equal to the product of the applicable unit reservation rate(s) and Customer's MDQ;

(b) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;

Effective Date: 05/01/2001 Status: Suspended

FERC Docket: RP01-292-000

**First Revised Sheet No. 20** First Revised Sheet No. 20 : Suspended

Superseding: Original Sheet No. 20

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

3. PRIMARY RECEIPT AND DELIVERY POINTS

3.1 MRT and Customer may add or delete Primary Receipt and Delivery Point(s) to the FTS Agreement from time to time by mutual agreement, subject to the conditions contained in Section 5 of the General Terms and Conditions, provided MRT can provide service at such additional point(s) on a firm basis. Unless MRT agrees otherwise, the applicable monthly reservation charge shall not be reduced by a change in the Primary Receipt and Delivery Point(s) originally specified in Customer's FTS Agreement.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be stated on the currently effective applicable Rate Sheet of this tariff. A Customer's charge shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates, Category 3 Rates or Category 4 Rates, applicable to the term of the Customer's Service Agreement. The term of Service Agreements that are in effect as of March 29, 2001 shall be from March 29, 2001 to the first possible termination or expiration date after March 29, 2001 under such Service Agreement. The rate category applicable to term of Service Agreements that are entered into after March 29, 2001 shall be specified in the Service Agreement, and the term shall be from the commencement date of the Service Agreement to the first possible termination or expiration date of such Service Agreement. In the event a Customer exercises an extension provision (whether contained in the original Service Agreement or mutually agreed to by MRT and Customer), a new term shall be determined for the Service Agreement and shall be from the date the extension is exercised to the end of the extension period. If a Customer's Service Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 Rates.

4.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:

(a) Monthly Reservation Charge - A charge per month equal to the product of the applicable unit reservation rate(s) and Customer's MDQ;

(b) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP01-622-002

**Fifth Revised Sheet No. 21** Fifth Revised Sheet No. 21 : Effective

Superseding: Substitute Third Revised Sheet No. 21

RATE SCHEDULE FTS

FIRM TRANSPORTATION SERVICE

(Continued)

4. RATES AND CHARGES (Continued)

(c) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(d) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth on the currently effective Sheet No. 5 of this tariff, provided, however, MRT is entitled to assess a zero charge for the Fuel Use Percentage for transactions that do not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

5.1 The minimum monthly bill shall be the reservation charge specified in Section 4.2(a) of this rate schedule.

6. GENERAL TERMS AND CONDITIONS

6.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 22** Original Sheet No. 22 : Effective

SHEET NOS. 22 THROUGH 24 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**Second Revised Sheet No. 25** Second Revised Sheet No. 25 : Effective

Superseding: First Revised Sheet No. 25

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the transportation of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer), under the following conditions:

(a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule SCT service in the form of the service agreement set forth in this tariff (SCT Agreement);

(b) MRT determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested;

(c) Customer is a municipality or local distribution company providing natural gas resale service;

(d) Customer's Maximum Daily Quantity (MDQ) does not exceed 5,000 Dth per day; and

(e) Customer transports 100% of its natural gas supply requirements on the MRT system.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of gas by MRT pursuant to an SCT Agreement executed by MRT and Customer providing for transportation service each day on a firm basis up to the MDQ and shall be subject to the provisions of the SCT Agreement and this tariff. Transportation service provided under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Third Revised Sheet No. 26** Third Revised Sheet No. 26 : Effective

Superseding: Second Revised Sheet No. 26

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.2 Service hereunder shall consist of:

(a) the receipt of quantities of natural gas by MRT for Customer's account at the receipt point(s) up to the MDQ, exclusive of Fuel Use and LUFG, specified in the SCT Agreement;

(b) the transportation of such quantities of natural gas by MRT;  
and

(c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the MDQ at the delivery point(s) in accordance with the SCT Agreement.

2.3 A Customer that receives service under this rate schedule shall not transport gas on an interruptible basis (including authorized overrun under Rate Schedule FTS) or transport gas as a Replacement Customer pursuant to Section 14 of the General Terms and Conditions unless the Customer has exhausted its MDQ of firm transportation under its SCT Agreement. The foregoing limitation shall not apply to deliveries for storage injection or service under Rate Schedule ISS. In addition, the Customer shall not receive deliveries of gas from any third party transporters.

2.4 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

2.5 A Customer may release its firm capacity pursuant to the Capacity Release provisions of this tariff; however, any such release shall convert all of Customer's service under this rate schedule to service under Rate Schedule FTS for the remaining term of the Customer's SCT Agreement.



Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 27** Original Sheet No. 27 : Effective

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE  
(Continued)

3. PRIMARY RECEIPT AND DELIVERY POINTS

3.1 MRT and Customer may add or delete Primary Receipt Point(s) and Primary Delivery Point(s) to the SCT Agreement so long as such Delivery Points continue to provide service to such SCT Customer, from time to time by mutual agreement subject to the conditions contained in Section 5 of the General Terms and Conditions, provided MRT can provide service at such additional point(s) on a firm basis. Unless MRT agrees otherwise, the applicable usage charge shall not be reduced by a change in Primary Receipt and Delivery Point(s) as originally specified in Customer's SCT Agreement.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be stated on the currently effective Sheet No. 6 of this tariff.

4.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:

(a) Usage Charge - A charge equal to the product of the applicable usage rate and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;

(b) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(c) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

**Effective Date: 05/01/2001    Status: Suspended**

**FERC Docket: RP01-292-000**

**First Revised Sheet No. 27** First Revised Sheet No. 27 :    Suspended

Superseding: Original Sheet No. 27

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE  
(Continued)

3.     PRIMARY RECEIPT AND DELIVERY POINTS

3.1    MRT and Customer may add or delete Primary Receipt Point(s) and Primary Delivery Point(s) to the SCT Agreement so long as such Delivery Points continue to provide service to such SCT Customer, from time to time by mutual agreement subject to the conditions contained in Section 5 of the General Terms and Conditions, provided MRT can provide service at such additional point(s) on a firm basis. Unless MRT agrees otherwise, the applicable usage charge shall not be reduced by a change in Primary Receipt and Delivery Point(s) as originally specified in Customer's SCT Agreement.

4.     RATES AND CHARGES

4.1    All charges for transportation service under this rate schedule shall be stated on the currently effective applicable Rate Sheet of this tariff. A Customer's charge shall be based on the term-differentiated rate, i.e., Category 1 Rates, Category 2 Rates, Category 3 Rates or Category 4 Rates, applicable to the term of the Customer's Service Agreement. The term of Service Agreements that are in effect as of March 29, 2001 shall be from March 29, 2001 to the first possible termination or expiration date after March 29, 2001 under such Service Agreement. The rate category applicable to term of Service Agreements that are entered into after March 29, 2001 shall be specified in the Service Agreement, and the term shall be from the commencement date of the Service Agreement to the first possible termination or expiration date of such Service Agreement. In the event a Customer exercises an extension provision (whether contained in the original Service Agreement or mutually agreed to by MRT and Customer), a new term shall be determined for the Service Agreement and shall be from the date the extension is exercised to the end of the extension period. If a Customer's Service Agreement contains an evergreen clause, then during the term of the evergreen period the applicable rates shall be the Category 1 Rates.

4.2    For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:

(a)    Usage Charge - A charge equal to the product of the applicable usage rate and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;

(b)    Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(c)    Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

*Effective Date: 04/01/2002    Status: Effective*

*FERC Docket: RP01-622-002*

**Fourth Revised Sheet No. 28** Fourth Revised Sheet No. 28 :    Effective  
Superseding: Second Revised Sheet No. 28

RATE SCHEDULE SCT  
SMALL CUSTOMER TRANSPORTATION SERVICE  
(Continued)

4.     RATES AND CHARGES (Continued)

4.3    Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth on the currently effective Sheet No. 6 of this tariff.

5.     MINIMUM MONTHLY BILL

5.1    Not applicable.

6.     GENERAL TERMS AND CONDITIONS

6.1    The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule SCT, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 29** Original Sheet No. 29 : Effective

SHEET NOS. 29 AND 30 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Second Revised Sheet No. 31** Second Revised Sheet No. 31 : Effective

Superseding: First Revised Sheet No. 31

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the transportation of natural gas on an interruptible basis by MRT for any party (hereinafter referred to as Customer) that submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule ITS service in the form of the service agreement set forth in this tariff (ITS Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to the transportation of gas by MRT pursuant to an ITS Agreement executed by MRT and Customer providing for transportation service each day on an interruptible basis up to the Maximum Daily Quantity (MDQ) and shall be subject to the provisions of the ITS Agreement and this tariff. Transportation service performed under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.

2.2 Service hereunder shall consist of:

(a) the receipt of such quantities of natural gas by MRT for Customer's account at the receipt point(s) specified in the ITS Agreement at times when system capacity is available up to the MDQ, exclusive of Fuel Use and LUFG;

(b) the transportation of such quantities of natural gas by MRT;  
and

(c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the MDQ at the delivery point(s) in accordance with the ITS Agreement.

2.3 Service provided by MRT under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Sections 8 and 9 of the General Terms and Conditions

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

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

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

2.    APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.4    Service hereunder may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of MRT's system or any part thereof.

3.    RECEIPT AND DELIVERY POINTS

3.1    Each Customer under this rate schedule shall be permitted to utilize all MRT receipt and delivery points.

4.    RATES AND CHARGES

4.1    All charges for transportation service under this rate schedule shall be stated on the currently effective Sheet No. 7 of this tariff.

4.2    For all service rendered under this rate schedule, Customer shall pay MRT the sum of the following:

(a)    Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;

(b)    Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(c)    Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Fifth Revised Sheet No. 33** Fifth Revised Sheet No. 33 : Effective  
Superseding: Fourth Revised Sheet No. 33

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

4. RATES AND CHARGES (Continued)

4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth on the currently effective Sheet No. 7 of this tariff, provided, however, MRT is entitled to assess a zero charge for the Fuel Use Percentage for transactions that do not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

5.1 Not applicable.

6. TERMINATION OF SERVICE AGREEMENTS

6.1 If for any reason other than MRT's lack of capacity or an event of force majeure, a Customer fails to have received at least one (1) Dth per month as either interruptible transportation or authorized overrun under any one of its valid service agreement(s) with MRT in at least two (2) months of the preceding twelve (12) month period, then MRT in its reasonable discretion may unilaterally terminate all such Customer's ITS Agreement(s).

7. GENERAL TERMS AND CONDITIONS

7.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 34** Original Sheet No. 34 : Effective

SHEET NOS. 34 THROUGH 36 HAVE BEEN

RESERVED FOR FUTURE USE



Effective Date: 04/12/2002 Status: Effective

FERC Docket: RP02-199-000

**First Revised Sheet No. 37** First Revised Sheet No. 37 : Effective

Superseding: Original Sheet No. 37

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the storage of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer) under the following conditions:

(a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule FSS service, in the form set forth in this tariff (FSS Agreement);

(b) MRT determines that sufficient capacity exists on its system or parts thereof to provide the firm service requested; and

(c) The Customer requesting service must hold either firm or interruptible transportation capacity sufficient to accommodate the Maximum Daily Withdrawal Quantity (MDWQ) permitted for the level of firm storage service it will receive. MRT will permit Customers to use seasonal firm transportation service in conjunction with firm storage service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to firm storage service rendered under an FSS Agreement executed by MRT and Customer in the form set forth in this tariff. The service shall be subject to the terms of the FSS Agreement and this tariff.

2.2 Service hereunder shall consist of:

(a) The injection of quantities of natural gas into MRT's storage fields for Customer's account, in accordance with Section 3 (or, if applicable, Section 9.1) of this rate schedule;

(b) The storage of natural gas for Customer; and

(c) The withdrawal of stored quantities of natural gas, in accordance with Section 4 (or, if applicable, Section 9.1) of this rate schedule.

Effective Date: 01/19/2005 Status: Effective

FERC Docket: RP05-129-000

**Second Revised Sheet No. 38** Second Revised Sheet No. 38 : Effective

Superseding: First Revised Sheet No. 38

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

2.4 Service under Rate Schedule FSS shall be provided through the use of MRT's aggregated storage facilities. Customers shall not be allocated capacity or deliverability from any one specific storage facility.

2.5 All deliveries for injection into storage and receipts for withdrawal from storage shall be made at the Unionville Storage Field receipt/delivery point.

2.6 MRT will permit Rate Schedule FSS Customers to inject gas into storage during the withdrawal season on a best efforts basis.

2.7 An FSS Agreement must commence at the beginning of the injection season and continue for a term of one or more years ending at the end of a withdrawal season, unless MRT otherwise agrees.

3. INJECTIONS

3.1 Rate Schedule FSS Customers shall inject gas into storage in accordance with the following injection schedule:

	Maximum Daily Injection (Fraction of Capacity Contracted)	Minimum Monthly Injection (% MIQ)	Maximum Monthly Injection (% MIQ)	End of Month Maximum Inventory Level in Excess of Volume Retained at the End of the Withdrawal Season (% MIQ)
May 16-31	1/221	0	7	7
June	1/129	14	18	25
July	1/129	16	23	48
August	1/124	16	24	68
September	1/124	16	24	84
October	1/124	14	24	98
November 1-15	1/281	2	5	100

Effective Date: 01/21/2008    Status: Effective  
FERC Docket: RP08-135-000

**Fourth Revised Sheet No. 39** Fourth Revised Sheet No. 39 :    Effective  
Superseding: Third Revised Sheet No. 39

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

3.    INJECTIONS (Continued)

"MIQ" or "Maximum Injection Quantity" equals the Customer's total injections scheduled for the current injection cycle. "MSQ" or "Maximum Stored Quantity" equals the stored gas in the Customer's account at the start of the injection cycle plus the Customer's MIQ, not to exceed the Customer's contracted storage capacity.

3.2    Each Rate Schedule FSS Customer must provide MRT with written notice of its MIQ by the end of the gas day of May 16 of each year. Once submitted, the MIQ cannot be reduced, but it can be increased effective on the first day of any month during the injection cycle upon thirty (30) days prior written notice to MRT. In no event will a Customer be entitled to exceed the maximum injection rates set forth in Section 3.1 hereof or to exceed its MSQ.

3.3    Customers must nominate daily injections in accordance with the nomination procedures and deadlines set forth in Section 8 of the General Terms and Conditions.

3.4    Each Rate Schedule FSS Customer will be required to meet the minimum monthly injection requirements set forth in the injection schedule under Section 3.1 (or, if applicable, Section 9.1). If a Customer's monthly injections are deficient by more than 5% of its minimum monthly injection requirement and such deficiencies are not the result of operational constraints on MRT's system, the Customer shall pay a penalty of \$10.00 per Dth for quantities which it fails to inject which exceed the 5% tolerance.

4.    WITHDRAWALS

4.1    Rate Schedule FSS Customers shall withdraw their gas from storage in accordance with the following withdrawal schedule:

Effective Date: 05/29/2003 Status: Effective  
FERC Docket: RP03-354-000

**Fourth Revised Sheet No. 40** Fourth Revised Sheet No. 40 : Effective  
Superseding: Third Revised Sheet No. 40

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

4. WITHDRAWALS (Continued)

	Minimum Monthly Withdrawal (% of Maximum Customer Inventory)	Maximum Monthly Withdrawal (% of Maximum Customer Inventory)
November 16-30	3.74	14.68
December	9.68	30.06
January	9.68	32.25
February	8.61	29.03
March	9.68	22.58
April	3.23	19.35
May 1-15	0.00	0.80

Each Customer must withdraw a minimum of 19% of its Maximum Customer Inventory by December 31 of each year (19% Requirement). "Maximum Customer Inventory" equals the Customer's total inventory at the start of the withdrawal season. MRT will supply each Customer with an individual storage deliverability curve prior to each withdrawal cycle.

4.2 Each Rate Schedule FSS Customer must submit a preliminary daily withdrawal schedule by 10:00 a.m. CST at least fifteen (15) calendar days prior to the beginning of each withdrawal month. Customers must nominate daily withdrawals in accordance with the nomination procedures and deadlines set forth in Section 8 of the General Terms and Conditions.

4.3 Except as set forth in Sections 4.4 and 9.1 of this rate schedule, or as provided for in Section 14.15 of the General Terms and Conditions, Rate Schedule FSS Customers shall not be permitted to exceed the maximum monthly withdrawal amounts set forth in the withdrawal schedule under Section 4.1. If a Customer's monthly withdrawals are deficient by more than 5% of its Minimum Monthly Withdrawal Requirement and such deficiencies are not the result of operational constraints on MRT's system, the Customer shall pay a penalty of \$10.00 per Dth for quantities left in storage which exceed the 5% tolerance. If a Customer fails to withdraw 19% of its Maximum Customer Inventory by December 31 of any year and such deficiency is not the result of operational constraints on MRT's system, the Customer shall pay a penalty of \$10.00 per Dth for quantities it fails to withdraw.

**Effective Date: 12/01/2002    Status: Effective**

**FERC Docket: RP03- 51-000**

**First Revised Sheet No. 41** First Revised Sheet No. 41 : Effective  
Superseding: Original Sheet No. 41

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

4.     WITHDRAWALS (Continued)

4.4     Rate Schedule FSS Customers will be permitted to withdraw gas in accordance with the November 15-30 withdrawal schedule as set forth in Section 4.1 prior to November 15 to meet market demand created by abnormal weather conditions. These withdrawals will not be treated as authorized overrun quantities.

4.5     In order to protect end of season deliverability, MRT reserves the right, when necessary, to require that a total minimum withdrawal rate of 40,000 Dth per day be maintained during March. Under such circumstances, MRT may issue the appropriate Operational Flow Orders pursuant to Section 9 of the General Terms and Conditions.

4.6     Rate Schedule FSS Customers in the aggregate shall be entitled to retain 3,060,000 Dth of inventory (assuming such inventory has a heat content of 1,020 Btu per cubic foot) in storage at the end of the withdrawal cycle without penalty. Each individual Customer's retention quantity shall be based on the ratio of that Customer's Rate Schedule FSS storage capacity to the total storage capacity leased by Rate Schedule FSS Customers. MRT will notify each Customer of its retention quantity prior to the withdrawal season. In the event that the total working gas inventory left in storage at the end of the withdrawal cycle exceeds 3,060,000 Dth, any volumes exceeding a Customer's retention quantity shall be forfeited to MRT free and clear of any adverse claims unless MRT, in consultation with the Customer, agrees otherwise.

4.7     In order to minimize the risk that Rate Schedule FSS Customers will forfeit gas pursuant to Section 4.6 of this rate schedule, MRT will take the following steps:

- (a)     Each month during the withdrawal season, MRT shall provide each Rate Schedule FSS Customer with a calculation of its inventory remaining in storage and its individual retention quantity for the withdrawal season.

Effective Date: 04/01/2003    Status: Effective  
FERC Docket: RP00-410-003

**First Revised Sheet No. 42** First Revised Sheet No. 42 : Effective  
Superseding: Original Sheet No. 42

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

4.                    WITHDRAWALS (Continued)

      (b)    As the withdrawal season progresses, MRT shall individually contact all Rate Schedule FSS Customers that appear to be retaining excess inventories. MRT will assist such Customers in developing storage withdrawal programs to insure that they do not exceed their individual retention quantities.

      (c)    MRT shall permit Rate Schedule FSS Customers to use its Internet web site to transfer storage inventories in accordance with Section 5 of this rate schedule.

      (d)    MRT shall not require the forfeiture of storage inventories which a Rate Schedule FSS Customer fails to withdraw due to operational constraints on the MRT system which prevent the Customer from complying with the withdrawal schedule set forth in Section 4.1 of this rate schedule.

Forfeiture of gas pursuant to Section 4.6 of this rate schedule shall be the last resort.

      4.8    MRT may immediately recall up to 70,000 MMBtu per day of storage deliverability which has been allocated to Rate Schedule FSS Customers when such deliverability is necessary for MRT to provide no-notice deliveries, instantaneous redelivery of Customer requirements, proper line pack management, and to cover unintentional Customer daily imbalances. MRT will recall this deliverability on a pro rata basis based on each Customer's contracted capacity. MRT will provide notice of any such recall on its Internet web site. Any recall of storage deliverability pursuant to this section shall not affect any storage Customer's inventory.

5.                    TITLE TRANSFERS OF STORAGE INVENTORY

      5.1    A Rate Schedule FSS Customer may transfer stored volumes to any Rate Schedule FSS or Rate Schedule ISS Customer, if:

Effective Date: 04/12/2002 Status: Effective  
FERC Docket: RP02-199-000

**First Revised Sheet No. 43** First Revised Sheet No. 43 : Effective  
Superseding: Original Sheet No. 43

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

5. TITLE TRANSFERS OF STORAGE INVENTORY (Continued)

(a) Both the transferor and the transferee provide MRT with verification of the transfer in writing at least one business day prior to the effective date of the transfer;

(b) The transfer does not cause the stored volumes to exceed the contracted storage capacity for the transferee; and

(c) The transfer does not cause any party to be in violation of any requirement of this tariff.

6. PENALTIES NOT APPLICABLE IN CERTAIN SITUATIONS

6.1 During periods of abnormally cold weather or other conditions that adversely affect the integrity of an FSS Customer's supply or distribution system, MRT shall permit such Customer(s) to deviate, without penalty, from any of the injection and withdrawal constraints set out herein except the 19% Requirement in Section 4.1 (or, if applicable, the 21% Requirement in Section 9.1), the minimum monthly withdrawal requirements for January and February in Section 4.1, and the maximum end of the withdrawal season inventory in Section 4.6, provided MRT determines that such deviation does not cause irreparable harm to MRT's storage facilities.

6.2 Any decrease in overall storage deliverability resulting from such deviation shall be borne by the specific FSS Customer(s) requiring deviation from the various constraints and shall not result in a decrease in the storage deliverability of other FSS Customers.

7. RATES AND CHARGES

7.1 All charges under this rate schedule shall be stated on the currently effective Sheet No. 8 of this tariff.

7.2 For all service rendered under this rate schedule Customer shall pay MRT each month the sum of the following:

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP01-622-002

**Second Revised Sheet No. 44** Second Revised Sheet No. 44 : Effective  
Superseding: First Revised Sheet No. 44

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

7. RATES AND CHARGES (Continued)

(a) Deliverability Charge - a charge per month equal to the product of the deliverability rate and the Customer's contracted MDWQ;

(b) Capacity Charge - a charge per month calculated by dividing the product of the capacity rate and the Customer's contracted capacity by twelve;

(c) Injection Charge - a charge equal to the product of the injection rate and the total quantities of natural gas injected by MRT on behalf of the Customer during the billing month;

(d) Withdrawal Charge - a charge equal to the product of the withdrawal rate and the total quantities of natural gas withdrawn by MRT on behalf of the Customer during the billing month;

(e) Authorized Overrun Service Charge - a charge equal to the product of the applicable authorized overrun rate and any authorized overrun injection or withdrawal quantities permitted by MRT during the billing month; and

(f) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

7.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities delivered for injection into storage and of gas volumes withdrawn from storage. The applicable Fuel Use and LUFG Percentages are set forth on the currently effective Sheet No. 8 of this tariff.



Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

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

RATE SCHEDULE FSS  
FIRM STORAGE SERVICE  
(Continued)

8. MINIMUM MONTHLY BILL

8.1 The minimum monthly bill shall be the deliverability charge and the capacity charge specified in Section 7.2 of this rate schedule.

9. STORAGE SERVICE FLEXIBILITY OPTION

9.1 Each year a Rate Schedule FSS Customer may elect by written notice received by MRT on or before September 25 that its firm injection cycle shall end for the current storage year at the end of October (rather than November 15) with its firm withdrawal cycle beginning on November 1 (rather than November 16). Under this option, the Customer may inject 100% of its MIQ by the end of October and its November Minimum Monthly Withdrawal requirement shall be 7.48% (rather than 3.74%) of Maximum Customer Inventory and its November Maximum Monthly Withdrawal level shall be 30.06% (rather than 14.68%) of Maximum Customer Inventory. Further, Customer must withdraw a minimum of 21% (rather than 19%) of its Maximum Customer Inventory by December 31 of the storage year in question. Except as set forth above, all other provisions of Sections 3 and 4 of this rate schedule shall continue to apply to injections and withdrawals subject to this option, unless waived by MRT in a non-discriminatory manner upon request by Customer.

10. GENERAL TERMS AND CONDITIONS

10.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FSS and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 46** Original Sheet No. 46 : Effective

SHEET NOS. 46 AND 47 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-003

**Second Revised Sheet No. 48** Second Revised Sheet No. 48 : Effective

Superseding: First Revised Sheet No. 48

RATE SCHEDULE NNT

NO NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the provision of No Notice Transportation service by MRT for any party (hereinafter referred to as Customer) under the following conditions:

(a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions for Rate Schedule NNT service;

(b) The Customer requesting service is a Rate Schedule FSS Customer; and

(c) The Customer requesting service holds firm transportation capacity sufficient to accommodate storage injections and withdrawals.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to No Notice Transportation service, subject to the terms set forth in this tariff.

2.2 Service hereunder shall consist of the following:

(a) Customer shall be permitted to alter its receipts and deliveries from scheduled quantities without meeting the nomination deadlines set forth in Section 8 of the General Terms and Conditions, to accommodate receipt or delivery variances, subject to the conditions set forth in this rate schedule,

(b) NNT Customers may elect to have MRT automatically inject quantities into or adjust withdrawal quantities from storage to accommodate the variance between actual quantities and scheduled quantities necessary to avoid penalties set forth in Sections 9.7 and 10.3 of the General Terms and Conditions, provided the NNT Customer holds sufficient firm storage capacity, inventory and deliverability, and firm transportation capacity, and such injection or withdrawal conforms to the schedules set forth in Rate Schedule FSS.

Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-003

**Third Revised Sheet No. 49** Third Revised Sheet No. 49 : Effective  
Superseding: Second Revised Sheet No. 49

RATE SCHEDULE NNT  
NO NOTICE TRANSPORTATION SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) An NNT Customer whose actual quantities exceed scheduled quantities may notify MRT that gas for such deliveries will be sourced from receipt points into MRT's system other than storage. Upon confirming such receipts, MRT will automatically adjust the Customer's receipt and delivery point nominations and schedule such gas for delivery outside the nomination deadlines set forth in Section 8 of the General Terms and Conditions, provided the Customer holds sufficient available firm transportation capacity to accommodate the adjustments.

(d) An NNT Customer may elect to utilize the monthly balancing option set forth in Section 10.3(c) of the General Terms and Conditions.

2.3 An NNT Customer which deviates from its scheduled daily delivery quantities within a zone by more than 5,000 MMBtu or 5% of its contract demand, whichever is greater, must provide a revised nomination to MRT reflecting the deviation as soon as possible but in no event later than the same gas day.

3. RATES AND CHARGES

3.1 Not applicable.

4. MINIMUM MONTHLY BILL

4.1 Not applicable.

Effective Date: 04/12/2002 Status: Effective  
FERC Docket: RP02-199-000

**First Revised Sheet No. 50** First Revised Sheet No. 50 : Effective  
Superseding: Original Sheet No. 50

RATE SCHEDULE NNT  
NO NOTICE TRANSPORTATION SERVICE  
(Continued)

5. OTHER PROVISIONS

- 5.1 MRT and an NNT Customer may agree, as part of a Service Agreement, to address the allocation of market and regulatory risks resulting from bypass or unbundling pursuant to an order of a governing authority having jurisdiction through:
- (a) terms providing for MDQ and other applicable contract entitlement reductions in cases where a firm customer of Customer bypasses Customer and terminates its customer relationship with Customer; and
  - (b) terms providing that if Customer unbundles its combined sales and distribution services for its local distribution system pursuant to an order of any governing authority having jurisdiction, Customer and MRT will cooperate through reasonable means in an effort to implement the unbundling in a manner fair to both Customer and MRT.

6. GENERAL TERMS AND CONDITIONS

6.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule NNT and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 51** Original Sheet No. 51 : Effective

SHEET NOS. 51 AND 52 HAVE BEEN

RESERVED FOR FUTURE USE

**Effective Date: 11/01/1993    Status: Effective**

**FERC Docket: RS92- 43-006**

**Original Sheet No. 53** Original Sheet No. 53 : Effective

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the storage of natural gas on an interruptible basis by MRT for any party (hereinafter referred to as Customer) that submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule ISS service in the form set forth in this tariff (ISS Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This rate schedule shall apply to interruptible storage service rendered under an ISS Agreement executed by MRT and Customer, in the form set forth in this tariff. The service shall be subject to the terms of that ISS Agreement and this tariff.

2.2 Service hereunder shall consist of:

(a) The injection of quantities of natural gas into MRT's storage fields for Customer's account, in accordance with Section 3 of this rate schedule;

(b) The storage of natural gas for Customer; and

(c) The withdrawal of stored quantities of natural gas, in accordance with Section 4 of this rate schedule.

2.3 Service provided by MRT under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Sections 8 and 9 of the General Terms and Conditions.

2.4 Service provided by MRT under this rate schedule shall be interruptible, and may be interrupted whenever it is necessary for MRT to provide higher priority service, or to maintain the integrity of MRT's system or any part thereof.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 54** Original Sheet No. 54 : Effective

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.5 Service under Rate Schedule ISS shall be provided through the use of MRT's aggregated storage facilities. Customers shall not be allocated capacity or deliverability from any one specific storage facility.

2.6 All deliveries for injection into storage and all receipts for withdrawal from storage shall be made at the Unionville Storage Field receipt/delivery point.

3. INJECTION

3.1 Rate Schedule ISS Customers will be permitted to inject gas into storage if MRT determines that interruptible storage capacity is available. ISS injections will be subject to daily changes at MRT's sole discretion.

4. WITHDRAWAL

4.1 Rate Schedule ISS Customers will be permitted to withdraw gas from storage if storage deliverability is available. ISS withdrawals will be subject to daily changes at MRT's sole discretion.

4.2 MRT can require the withdrawal of all Rate Schedule ISS inventories on 30 days' notice. Any Rate Schedule ISS volumes which are not withdrawn within 30 days after MRT provides such notice shall be forfeited to MRT, free and clear of any adverse claims.

4.3 Any Rate Schedule ISS volumes which remain in storage after May 15 shall be automatically forfeited to MRT, free and clear of any adverse claims.

4.4 In order to minimize the risk that Rate Schedule ISS Customers will forfeit gas pursuant to Sections 4.2 and 4.3 of this rate schedule, MRT will take the following steps:



Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-003

**First Revised Sheet No. 55** First Revised Sheet No. 55 : Effective

Superseding: Original Sheet No. 55

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(Continued)

4. WITHDRAWAL (Continued)

(a) MRT shall individually contact all Rate Schedule ISS Customers who are required to withdraw volumes on 30 days' notice. MRT will assist such Customers in developing storage withdrawal programs to insure that they are able to withdraw their gas in a timely manner.

(b) MRT shall permit Rate Schedule ISS Customers to use MRT's Internet web site to transfer storage inventories in accordance with Section 5 of this rate schedule.

(c) MRT shall not require the forfeiture of storage inventories which a Rate Schedule ISS Customer fails to withdraw due to operational constraints on the MRT system which prevent the Customer from withdrawing its gas in a timely manner.

5. TITLE TRANSFERS OF STORAGE INVENTORY

5.1 A Rate Schedule ISS Customer may transfer stored volumes to any other Rate Schedule ISS Customer, if:

(a) Both the transferor and the transferee provide MRT with verification of the transfer in writing at least one business day prior to the effective date of the transfer;

(b) The transfer does not cause the stored volumes to exceed the maximum stored quantity for the transferee; and

(c) The transfer does not cause any party to be in violation of any requirement of this tariff.

6. RATES AND CHARGES

6.1 All charges under this rate schedule shall be stated on the currently effective Sheet No. 8 of this tariff.

Effective Date: 04/01/2002 Status: Effective  
FERC Docket: RP01-622-002

**First Revised Sheet No. 56** First Revised Sheet No. 56 : Effective  
Superseding: Original Sheet No. 56

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(Continued)

6. RATES AND CHARGES (Continued)

6.2 For all service rendered under this rate schedule Customers shall pay MRT each month the sum of the following:

(a) Inventory Charge - A charge per month equal to the product of the inventory rate and the Customer's average monthly inventory. The average monthly inventory shall be the average of the Customer's highest and lowest inventories during the month;

(b) Injection Charge - A charge equal to the product of the injection rate and the total quantities of natural gas injected by MRT on behalf of the Customer during the billing month;

(c) Withdrawal Charge - A charge equal to the product of the withdrawal rate and the total quantities of natural gas withdrawn by MRT on behalf of the Customer during the billing month;

(d) Authorized Overrun Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(e) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

6.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities delivered for injection into storage and of gas volumes withdrawn from storage. The applicable Fuel Use and LUFG Percentages are set forth on the currently effective Sheet No. 8 of this tariff.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 57** Original Sheet No. 57 : Effective

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(Continued)

7. MINIMUM MONTHLY BILL

7.1 Not applicable.

8. GENERAL TERMS AND CONDITIONS

8.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ISS and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

Effective Date: 04/01/2003 Status: Effective  
FERC Docket: RP00-410-003

**First Revised Sheet No. 58** First Revised Sheet No. 58 : Effective

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Customer) that requests parking and/or loan services on an interruptible, self-implementing basis from MRT when:

- (a) MRT determines that the service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Customer submits a valid request for the service as defined in Section 5 of the General Terms and Conditions of this tariff, which shall be via electronic means using the Internet unless MRT otherwise agrees;
- (c) MRT has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (d) Customer and MRT have executed a Service Agreement for service under Rate Schedule PALS in the form commencing on Sheet No. 292 of this tariff which provides for the parking and/or lending of gas, via electronic means using the Internet, unless MRT otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

2.1 This Rate Schedule shall apply to the parking of gas by Customer or the lending of gas by MRT, and the subsequent withdrawal or return thereof, pursuant to a Service Agreement executed by MRT and Customer providing for such services on an interruptible basis, up to the quantities agreed to by MRT from time to time, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this tariff.

2.2 Service hereunder shall consist of:

- (a) Lending: the receipt by Customer (or crediting to Customer's account) of quantities of gas from MRT at point(s) agreed to on MRT's system and the subsequent return of the loaned quantities at the agreed upon time and at the same point(s) or mutually agreed upon point(s) on MRT's system; and

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**First Revised Sheet No. 58A** First Revised Sheet No. 58A : Effective  
Superseding: Original Sheet No. 58A

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

(b) Parking: the receipt of Gas by MRT delivered (or deemed transferred from an imbalance (over-received quantities) under Customer's transportation agreement(s) or pool(s)) at point(s), including pools, for Customer's account, the holding of the parked quantities on MRT's system, and the subsequent withdrawal of the parked quantities by Customer, or for its account, at the agreed upon time and at the same point(s) or other mutually agreed upon point(s) on MRT's system;

all such services to be in accordance with the applicable PALS Service Agreement.

2.3 Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in this rate schedule. Service may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of MRT's system or any part thereof.

2.4 Customer may request a service option under which imbalances occurring at any time under one or more of its other transportation service agreements will be deemed activity into or out of the appropriate account under a PALS Service Agreement without the need for a separate nomination. Election of this option shall be designated on the PALS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to suspension or other limitations as required during actions taken pursuant to Section 9 of the General Terms and Conditions.

Effective Date: 03/01/2004    Status: Effective  
FERC Docket: RP04-152-000

**First Revised Sheet No. 58B** First Revised Sheet No. 58B : Effective  
Superseding: Original Sheet No. 58B

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

2.    APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.5    Customer's Service Agreement shall designate the Maximum Aggregate Quantity ("MAQ") to be parked and/or loaned at any one time under the PALS transaction. Each PALS Service Agreement shall establish the MAQ and applicable quantities contemplated to be parked and/or loaned under the specific transaction, e.g., daily, monthly, the schedule contemplated for return of loaned quantities and/or withdrawal of parked quantities, the term of the transaction (including contemplated schedules), the points and rate(s) applicable and the applicable information for the automatic service option described in Section 2.4 above.

2.6    Notwithstanding any provisions of this tariff to the contrary, any particular parking or lending transaction provided under this Rate Schedule shall be for a term mutually agreed upon by MRT and Customer. Customer shall be obligated to return all quantities of gas loaned by MRT and such return must occur at the agreed to receipt point(s). Customer must make any necessary arrangements with MRT and/or third parties to deliver gas to the designated parking point(s) or return point(s) for loaned gas and/or to receive and transport loaned gas or parked gas upon withdrawal from the point(s) at which the gas is loaned or received for parking. Transportation service is not provided under this Rate Schedule. If Customer and MRT agree that Customer may withdraw parked quantities or return loaned quantities at point(s) other than the initial point(s) of the park or loan, then Customer shall nominate under separate transportation agreement(s) with MRT, and pay rate(s) applicable to such service, to effectuate receipt or delivery of the gas from or to the other point(s); provided, however, if MRT accepts return of loaned gas at a receipt point different than that agreed to or contemplated when MRT billed Customer for any transportation and delivery under a transportation service supplied with quantities from its borrowed account, MRT, on a subsequent invoice, may adjust Customer's invoice for transportation service for the month during which such loan occurred to reflect any additional amounts owed as a result of the changed receipt point and Customer shall pay MRT such additional amounts. If MRT loans gas to Customer, or

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FERC Docket: RP04-152-000

**First Revised Sheet No. 58C** First Revised Sheet No. 58C : Effective  
Superseding: Original Sheet No. 58C

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

Customer withdraws parked gas, which is nominated and scheduled to make up an imbalance (over-delivered quantities) under a transportation agreement and/or pool, then MRT shall charge (or if for a prior month, send an adjusted invoice) and Customer shall pay for deliveries under the transportation agreement attributable to such supplies the transportation rate(s) applicable to service from the receipt point(s) at which such gas was loaned and/or parked under this Rate Schedule.

2.7 Except as expressly provided for in this tariff, Customer must nominate any services requested hereunder (including the withdrawal of parked gas and the return of loaned gas) and service shall not be available or authorized until scheduled by MRT. All activity would be subject to scheduling; borrowing activity shall be accounted for and tracked separately from parking activity, even if occurring contemporaneously. Customer's nomination must designate the applicable point(s), quantities applicable thereto, and transportation service agreements, if applicable. When Customer schedules withdrawal of gas in its parked account, if nominated to be transported or received into pools on the MRT system, all such quantities shall be deemed as having been received at the receipt point(s) at which the parked gas entered MRT's system and Customer also shall specify the applicable receipt point(s) at which the prior parking occurred. When Customer desires to park gas to reduce or eliminate an imbalance (over-received quantities) under Customer's transportation agreement and/or pool, if MRT accepts and schedules any such nomination under this Rate Schedule, then such gas shall be deemed parked at the receipt point(s) at which it initially entered the MRT system.

MRT may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at a later time than generally provided for in Section 8 of the General Terms and Conditions.

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**First Revised Sheet No. 58D** First Revised Sheet No. 58D : Effective

Superseding: Original Sheet No. 58D

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

2.     APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.8     Customer must return or withdraw gas in its parked, or borrowed, as applicable, account (a) by the close of the permitted period as specified in Section 2.6 above or (b) within forty-eight (48) hours (or such longer period as may be specified) of receipt of, and in accordance with, a notification from MRT.

2.9     Unless MRT agrees otherwise, return of borrowed gas shall occur on a first-out, first-in basis and withdrawal of parked gas shall occur on a first-in, first-out basis.

2.10    If the receipt, return or withdrawal of gas in Customer's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered at the receipt point(s), or taken at the withdrawal point(s), as applicable, MRT will not debit or credit such deficient quantities to the account(s).

2.11    For purposes of Section 5.4(k) of the General Terms and Conditions of this tariff, a Customer may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder.

2.12    For purposes of scheduling, allocations and curtailment pursuant to Section 8 of the General Terms and Conditions of this tariff, services requested or provided under this Rate Schedule shall have a lower priority than all other services, including those under Rate Schedule ITS, except that the priority for return of loaned gas when directed by MRT pursuant to Section 2.8(b) above shall be subordinate only to service under Rate Schedules FTS, SCT, or NNT at primary or secondary points. If MRT cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule, MRT shall assign capacity, schedule and/or curtail services hereunder based on determination of highest economic value, taking into account the total revenue commitment, operational impacts and maximization of system utilization.



Effective Date: 03/01/2004 Status: Effective  
FERC Docket: RP04-152-000

**First Revised Sheet No. 58E** First Revised Sheet No. 58E : Effective  
Superseding: Original Sheet No. 58E

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

3. RATES:

The rates charged for service hereunder shall consist of the currently effective Activity Rate and Daily Balance Rate on Sheet No. 9A contained in this tariff.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified on Sheet No. 9A contained in this tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by MRT. Said rates are subject to adjustment as provided in the General Terms and Conditions. As part of the discount arrangement, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity; provided, however, the total revenues collected from any such fee and the Activity Rate and Daily Balance Rate shall not exceed the maximum which could be charged in aggregate under the Activity Rate and Daily Balance Rate for the agreed upon quantities and period.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a month shall be the sum of:

- (a) for each account, the product of the Activity Rate and the total Dth of gas initially loaned or parked, and/or returned or taken delivery of, at any time during each day, plus
- (b) the product of the Daily Balance Rate and the total Dth of parked or loaned gas in each account at the end of each day excluding the quantities subject to the Activity Rate on such day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

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FERC Docket: RP04-152-000

Original Sheet No. 58F Original Sheet No. 58F : Effective

RATE SCHEDULE PALS  
PARK AND LOAN SERVICE  
(continued)

5. MONTHLY BILL: (continued)

5.2 Other Charges and Retentions.

(a) If Customer fails to return loaned gas when required to do so under this Rate Schedule, unless MRT otherwise agrees, Customer shall be obligated to pay MRT for the deficient quantities calculated on the same basis used to calculate the Index Sell Price for the applicable zone under Section 10 of the General Terms and Conditions using the higher of the applicable price for the month the gas was loaned, or for the month in which return was required, and a premium factor of 1.5.

(b) If Customer fails to withdraw from its parked account all (or part, if so directed by MRT) of such gas when required to do so under this Rate Schedule, unless MRT otherwise agrees, MRT shall take title to such Gas free and clear of any adverse claims; provided, however, for purposes of Section 2.8(a) above, if, and to the extent that, MRT had no transport capacity available on its system (including to alternate points) which prevented Customer from arranging for such withdrawal on a timely basis, such title transfer shall be suspended or delayed.

(c) A bill for a month may also include amounts attributable to filing and other fees, penalties and charges provided by this Rate Schedule and/or tariff.

5.3 Suspension of Daily Balance Rate. If, and to the extent that, Customer nominates to return loaned gas and MRT does not have any capacity available on its system on that day to schedule such receipts (including at alternate points), MRT shall suspend the Daily Balance Rate for the quantity of gas and for the period for which capacity was unavailable.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof.

*Effective Date: 04/01/2003    Status: Effective*  
*FERC Docket: RP00-410-003*

**Sheet No. 59** Sheet No. 59 : Effective

Sheet No. 59  
is reserved for future use.

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**Sheet Nos. 60 - 65** Sheet Nos. 60 - 65 : Effective

CANCELLATION OF  
RATE SCHEDULE

Notice is hereby given that effective March 1, 2004,  
Rate Schedule USAS  
of the FERC gas Tariff of CenterPoint Energy -  
Mississippi River Transmission Corporation  
is to be cancelled.

The following Sheet Nos. are reserved for future use.

Second Revised Sheet No. 60  
First Revised Sheet No. 61  
First Revised Sheet No. 62  
First Revised Sheet No. 63  
Original Sheet No. 64  
First Revised Sheet No. 65

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP98- 9-000

**First Revised Sheet No. 61** First Revised Sheet No. 61 : Superseded

Superseding: Original Sheet No. 61

RATE SCHEDULE USAS

UNBUNDLED SALES AND AGENCY SERVICES

(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE  
(Continued)

2.3 Gas sales by MRT's merchant division may be made at any point upstream of MRT's system, at any point at which gas is received into MRT's system, and at any pooling point on MRT's system (i.e. any point before gas enters MRT's main line system, any entry point to its main line system from a production area, or at an intersection with another pipeline). Only those pooling points that do not include storage may serve as points of sale for MRT. The specific sales point(s) for any particular sale by MRT's merchant division and the allocation of purchase volumes among multiple points shall be negotiated between MRT's merchant division and its Customers.

2.4 MRT's merchant division will provide repackaged citygate or plantgate sales service for Customers. As part of its repackaged sales service, MRT's merchant division will act as agent for Customers, and may provide the following services:

- (a) Gas supply acquisition and aggregation;
- (b) Nominations and scheduling;
- (c) Imbalance management;
- (d) Capacity management;
- (e) Transportation and storage management;
- (f) Payment of fees; and
- (g) Any other services, subject to the agreement of MRT's merchant division and its Customers.

2.5 MRT's merchant division, acting as an agent for its Customers, may provide any of the services listed in Section 2.4 for Customers as agreed upon between MRT and the Customer.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 62** First Revised Sheet No. 62 : Superseded  
Superseding: Original Sheet No. 62

RATE SCHEDULE USAS  
UNBUNDLED SALES AND AGENCY SERVICES  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.6 MRT's merchant division is authorized to abandon any sales or agency service at the termination of the agreement providing for such service, subject to any "evergreen" or "rollover" provisions contained in such agreements.

3. CURTAILMENT

3.1 MRT's transportation division shall curtail services to MRT's merchant division pursuant to Section 8 of the General Terms and Conditions.

3.2 MRT's merchant division shall have the right to curtail its natural gas sales service at any time or from time to time, in whole or in part, when such a curtailment becomes necessary due to the failure of gas supply, failure of transportation upstream of the point of sale, or the occurrence of a force majeure event. In the event such a curtailment is implemented, sales curtailments for each Customer shall be determined in accordance with the priority of service categories listed below from highest to lowest priority:

- (a) Residential, small commercial (less than 50 Dth on a peak day), schools, hospitals, police protection, fire protection, sanitation facilities and correction facilities;
- (b) Essential agricultural requirements;
- (c) Large commercial requirements (50 Dth or more on a peak day), small quantity firm industrial requirements (up to 300 Dth per day), firm industrial requirements for plant protection, feedstock and process needs;
- (d) All industrial requirements not specified in (b), (c), (e), (f), (g), (h), (i) or (j);

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 63** First Revised Sheet No. 63 : Superseded  
Superseding: Original Sheet No. 63

RATE SCHEDULE USAS  
UNBUNDLED SALES AND AGENCY SERVICES  
(Continued)

3. CURTAILMENT (Continued)

(e) Firm industrial requirements for boiler fuel use at less than 3,000 Dth per day, but more than 1,500 Dth per day, where alternate fuel capabilities can meet such requirements;

(f) Firm industrial requirements for large quantity (3,000 Dth or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements;

(g) Interruptible requirements of more than 300 Dth per day, but less than 1,500 Dth per day, where alternate fuel capabilities can meet such requirements;

(h) Interruptible requirements of intermediate quantities (from 1,500 Dth per day through 3,000 Dth per day), where alternate fuel capabilities can meet such requirements;

(i) Interruptible requirements of more than 3,000 Dth per day, but through 10,000 Dth per day, where alternate fuel capabilities can meet such requirements; and

(j) Interruptible requirements of more than 10,000 Dth per day, where alternate fuel capabilities can meet such requirements.

3.3 In the above list of priorities the full curtailment of the lower category quantities is required before curtailment of any higher category quantity is commenced, during a particular period of daily or seasonal curtailment.

3.4 If supply availability permits only partial sales of gas for a category of use, sales service within that category will be curtailed pro rata.

3.5 Except as otherwise provided herein, the definitions of terms for the priority-of-service categories are those set forth in 18 CFR Sections 278(c) and 281.203.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 64** Original Sheet No. 64 : Superseded

RATE SCHEDULE USAS  
UNBUNDLED SALES AND AGENCY SERVICES  
(Continued)

3. CURTAILMENT (Continued)

3.6 Notwithstanding any other provision in this section, MRT's merchant division shall not be obligated to deliver to any Customer volumes of natural gas in excess of its maximum delivery obligation pursuant to its contract with that Customer.

3.7 Before service commences, when the character of gas usage materially changes, and from time to time upon request, each Customer shall furnish MRT's merchant division with all information reasonably required by MRT's merchant division with regard to gas usage at the facility served to assist MRT's merchant division in its determination of the proportionate parts, if any, of that usage which may fall in different priority categories. In determining the appropriate priority category for gas sold, no distinction will be made between gas sold to direct Customers and to resale Customers. End-use for Customers with underground storage facilities shall reflect that net storage injection requirements in any month in which storage injections exceed storage withdrawals shall be allocated to all priorities of use in accordance with the percentage of requirements served by storage withdrawals in each of such categories in the months when storage withdrawals exceed storage injections.

3.8 Emergency Situations

(a) MRT's merchant division shall have the right to adjust curtailments made pursuant to the foregoing provisions to the extent necessary to respond to emergency situations (including environmental emergencies) during periods of curtailment where supplemental deliveries are required to forestall irreparable injury to life or property or provide minimum plant protection when a plant is shut down; provided, however, that when supplemental deliveries are made to any Customer pursuant to this subsection, MRT's merchant division and the Customer shall balance



Effective Date: 11/01/1994 Status: Effective

FERC Docket: RP95- 7-000

**First Revised Sheet No. 65** First Revised Sheet No. 65 : Superseded

Superseding: Original Sheet No. 65

RATE SCHEDULE USAS

UNBUNDLED SALES AND AGENCY SERVICES

(Continued)

3. CURTAILMENT (Continued)

out such supplemental deliveries by added curtailment at times when such added curtailments do not result in an emergency situation for the Customer.

(b) Any Customer claiming an emergency need for supplemental sales during curtailment shall furnish MRT's merchant division with full details of the nature, cause, unavailability and estimated duration of the emergency. This information is to be given by telephone followed by immediate written notice to MRT's merchant division signed by an officer or responsible employee under oath. Upon receipt of the initial notice, MRT will determine if gas is available and will deliver such supplemental volumes as the situation requires. The Customer must promptly take all reasonable steps to eliminate the cause of the emergency and accept reduced sales after the emergency to offset the supplemental sales.

3.9 MRT's merchant division shall be relieved of all liabilities, penalties, charges, payments, price adjustments, alternate fuel subsidizations and claims of whatever kind, contractual and otherwise, resulting from or arising out of MRT's merchant division's failure to sell all, or any portion of, the volumes of gas desired by any particular Customer or Customers to the extent that such failure results from MRT's merchant division's implementation of this curtailment plan in accordance with its provisions and applicable regulatory orders, notwithstanding inconsistent provisions in sales contracts.

*Effective Date: 11/01/1994    Status: Effective*

*FERC Docket: RP95- 7-000*

**First Revised Sheet No. 66** First Revised Sheet No. 66 : Effective  
Superseding: Original Sheet No. 66

SHEET NOS. 66 THROUGH 69 HAVE BEEN

RESERVED FOR FUTURE USE

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**Fifth Revised Sheet No. 70** Fifth Revised Sheet No. 70 : Effective  
Superseding: Fourth Revised Sheet No. 70

GENERAL TERMS AND CONDITIONS

1.    DEFINITIONS

Except where expressly stated otherwise, the following terms when used in all rate schedules, the Service Agreements, and these General Terms and Conditions shall have the following meanings:

The term British Thermal Unit ("Btu" shall mean the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.5oF.) to fifty-nine and five-tenths degrees Fahrenheit (59.5oF.) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

The term "business day" shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

The term "Central Time" or "CT" shall mean central clock time, whether standard or daylight savings time.

The term "Commission" shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, in the lawful exercise of that jurisdiction, any powers which are exercisable by the Federal Energy Regulatory Commission, or any other regulatory body exercising jurisdiction over MRT.

The term "Confirmation by Exception" or "CBE" shall be as defined in NAESB Standard 1.2.11.

The term "Confirmation Requester" shall be as defined in NAESB Standard 1.2.8.

The term "Confirming Parties" shall be as defined in NAESB Standard 1.2.10.

The term "Confirming Party" shall be as defined in NAESB Standard 1.2.9.

The term "critical notices" shall mean those notices MRT posts on its Internet web site that pertain to system conditions that affect scheduling or adversely affect scheduled and flowing quantities.

The term "cubic foot of gas" shall mean the amount of gas necessary to fill a cubic foot of space at standard temperature and standard pressure.

*Effective Date: 07/01/2003    Status: Effective*

*FERC Docket: RP03-466-000*

**Fourth Revised Sheet No. 70A** Fourth Revised Sheet No. 70A : Effective  
Superseding: Third Revised Sheet No. 70A

GENERAL TERMS AND CONDITIONS

1.     DEFINITIONS (Continued)

      The term "Customer" shall mean the party, acting either directly or through an agent, for whose account services are provided by MRT pursuant to an executed Service Agreement between Customer and MRT.

      A "day" shall be a period of twenty-four (24) consecutive hours commencing at nine o'clock (9:00) a.m. CT.

      The term "dekatherm" or "Dth" shall mean the quantity of heat energy equivalent to one MMBtu. One dekatherm of gas shall mean the quantity of gas which contains one dekatherm of heat energy.

      The term "delivery point(s)" shall mean the point or points specified in the Service Agreement where MRT agrees to deliver gas transported for the account of Customer, including MRT's storage facilities.

      The term "Elapsed Prorata Capacity" shall mean that portion of the capacity that would theoretically have been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

      The term "elapsed-prorated scheduled quantity" shall be as defined in NAESB Standard 1.2.12.

Effective Date: 06/25/2009 Status: Effective

FERC Docket: RP09-612-000

**Eighth Revised Sheet No. 71** Eighth Revised Sheet No. 71

Superseding: Seventh Revised Sheet No. 71

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

The term "Fuel Use" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is used in the operation of MRT's pipeline system, which includes, when applicable, any processing reduction.

The term "gas" shall mean natural gas as produced in its natural state, gas synthesized or manufactured from oil, naphtha, coal or any other material that meets the quality standards contained herein.

The term "Intermediate Delivery Point" shall mean the point or points on MRT's system, excluding storage, upstream of Customer's Primary Delivery Point(s) to which MRT agrees to deliver gas transported for the account of Customer so long as Customer agrees to redeliver those gas quantities into the MRT system for ultimate delivery to Customer.

The term "LUFG" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is lost or unaccounted for gas.

The term "Maximum Daily Withdrawal Quantity or MDWQ" shall mean the maximum quantity of gas, as stated in an FSS Agreement, that MRT is obligated to withdraw from storage for a Rate Schedule FSS Customer on any day.

The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

The term "MDQ" shall mean the maximum daily quantity of gas which MRT is to deliver to Customer at each delivery point or in the aggregate, in accordance with the terms of a Service Agreement.

The term "MMBtu" shall mean one million (1,000,000) Btu. All references to MMBtu shall be deemed to mean Dth.

A "month" shall be a period of one calendar month commencing at nine o'clock (9:00) a.m. CT on the first day of such month.

The term "MRT" shall mean CenterPoint Energy - Mississippi River Transmission Corporation.

The term "NAESB Standards" shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), formerly known as the Gas Industry Standards Board ("GISB"), as adopted and codified by the Commission in its regulations.

The term "Negotiated Rate" shall have the meaning set forth in Section 19.2 of this tariff.

The term "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect (See Table of Contents listing location of MRT's Operational Balancing Agreement).

The term "Operational Flow Order" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of MRT's system or to maintain operations required to provide efficient and reliable firm service. Whenever MRT experiences these conditions, any pertinent order should be referred to as an "Operational Flow Order".

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP00-410-003*

**Eighth Revised Sheet No. 72** Eighth Revised Sheet No. 72 : Effective

Superseding: Substitute Seventh Revised Sheet No. 72  
GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

The term "Pool Operator" shall mean the pool owner, or the pool owner's designated agent.

The term "Pool Owner" shall mean the entity or entities that enter into a pooling agreement with MRT.

The term "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 dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. The provisions for pooling are set forth in Section 7.6 of the General Terms and Conditions.

The term "Pooling Point" shall mean any point at which gas is received into MRT's system, including into storage, any receipt point before gas enters MRT's main line system, any entry point to its main line system from a production area or at an intersection with another pipeline.

The term "Primary Delivery Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to deliver the quantity of gas set forth in the Service Agreement. Total deliveries which MRT is obligated to make to Customer's Primary Delivery Point(s) shall not exceed the MDQ of Customer's Service Agreement, except as provided in Section 5.4(c)(ii) of these General Terms and Conditions.

The term "Primary Path" shall mean the firm pipeline capacity contracted by Customer between its Primary Receipt Point(s) and its Primary Delivery Point(s), which includes the directional flow of the gas between such point(s).

The term "Primary Receipt Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to receive the quantity of gas set forth in the Service Agreement. The total quantity of gas which MRT is obligated to receive on any given day for Customer shall not exceed Customer's MDQ, except as provided in Section 5.4(c)(ii) of these General Terms and Conditions.

The term "processing reduction" shall mean the total loss in volume and Btu's attributable to the processing of gas transported hereunder and includes, but is not limited to, plant fuel, flare, shrinkage, or other losses.

*Effective Date: 06/25/2009    Status: Effective*

*FERC Docket: RP09-612-000*

**Ninth Revised Sheet No. 73** Ninth Revised Sheet No. 73

Superseding: Substitute Eighth Revised Sheet No. 73

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

The term "receipt point(s)" shall mean the point or points specified in the Service Agreement where MRT agrees to receive gas for transportation for the account of Customer, exclusive of fuel, including MRT's storage facilities.

The term "Receipt Point MDQ" shall mean the maximum daily quantities of natural gas, exclusive of fuel, which MRT agrees to receive for Customer at each receipt point, or in the aggregate. For MRT's Rate Schedule FTS and Rate Schedule SCT Customers hereunder, the total quantity of gas which MRT is obligated to receive on any given day shall not exceed such Customer's MDQ, exclusive of fuel, except as provided in Section 5.4(c)(ii) of these General Terms and Conditions.

The term "Recourse Rate" shall have the meaning set forth in Section 19.2 of this tariff.

The term "Secondary Delivery Point(s)" shall mean the point or points available to Customers under Rate Schedule FTS or SCT which are within those rate zones in which the Customer currently holds capacity and that are not designated as the Customer's Primary Delivery Point(s) or which Customer desires to use in excess of its Primary Delivery Point MDQ; provided, that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by MRT to be operationally feasible.

The term "Secondary Path" shall mean the pipeline capacity which may be designated by a firm Customer during segmentation between a receipt point and a delivery point, at least one of which is not within such Customer's Primary Path. The creation of any Secondary Path must comply with the requirements of Section 35 of these General Terms and Conditions.

The term "Secondary Receipt Point(s)" shall mean the receipt point(s) available to Customers under Rate Schedules FTS or SCT that are not designated as Customer's Primary Receipt Point(s) in its FTS or SCT Agreement or that are designated as a Customer's Primary Receipt Point(s) but which Customer desires to use in excess of its Primary Receipt Point MDQ.

The term "Service Agreement" shall mean, as applicable, an FTS Agreement, SCT Agreement, ITS Agreement, FSS Agreement, ISS Agreement, PALS Service Agreement or Replacement Capacity Agreement between MRT and Customer.

*Effective Date: 04/01/2002    Status: Effective*

*FERC Docket: RP01-622-003*

**Second Sub Fifth Revised Sheet No. 74** Second Sub Fifth Revised Sheet No. 74 : Superseded  
Superseding: Substitute Fifth Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS  
(Continued)

1.     DEFINITIONS (Continued)

The term "Service Identification Number" shall mean the number assigned by MRT to a Service Agreement (except a Master Capacity Release Agreement), a Pool Agreement, or an Addendum to a Master Capacity Release Agreement.

The term "standard pressure" shall mean fourteen and seventy-three hundredths (14.73) pounds per square inch absolute.

The term "standard temperature" shall mean sixty degrees (60()) Fahrenheit.

The term "thermally equivalent quantities" shall mean the sum of the quantities of gas measured as expressed in MMBtu received by MRT for the account of Customer at the receipt point(s) during any given period of time, less fuel use and loss and, when applicable, processing reduction.

A "year" shall be a period of three hundred sixty-five (365) consecutive days commencing at nine o'clock (9:00) a.m. CT on the first day of such year, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.



*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 75** Original Sheet No. 75 : Effective

SHEET NOS. 75 THROUGH 78 HAVE BEEN

RESERVED FOR FUTURE USE

*Effective Date: 03/01/2004    Status: Effective*  
*FERC Docket: RP04-152-000*

**Third Revised Sheet No. 79** Third Revised Sheet No. 79 :    Effective  
Superseding: Second Revised Sheet No. 79

GENERAL TERMS AND CONDITIONS

2.     NAESB STANDARDS AND INTERNET WEB SITE

2.1    MRT will maintain an interactive Internet web site, which will contain information relevant to the availability of the services provided under this tariff, in the manner and level of detail required by the Commission's regulations. Such information shall include, but not be limited to, semi-annual reports of storage activity and the capacity available in MRT's storage facilities, which information shall be updated at least bi-weekly, as well as prevailing pressure conditions on various portions of MRT's pipeline system. MRT shall provide for electronic communication with its customers in compliance with NAESB Standards, and also shall provide for such electronic communication with third parties that are not Customers and are authorized to act on behalf of Customers or others interconnected with MRT's system on a basis that is not unduly discriminatory. MRT specifically shall allow such interface using the protocols, data sets, and codes detailed in the NAESB Standards. MRT also may allow non-standard communication, including use of its own Internet web site and use of paper documents pursuant to agreements among MRT, its Customers, authorized agents of Customers or other third parties.

2.2    MRT will have a user-friendly Internet web site and it will contain the information necessary to assist Customers in fully utilizing MRT's system. All data contained on MRT's Internet web site shall be downloadable and available for any application used by the receiving party. MRT shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.

2.3    Persons desiring information about the Internet web site may contact MRT's Client Services Department during regular business hours at (318) 429-2993.

2.4    The Internet web site will be available on a nondiscriminatory basis to any party who has electronic communications equipment compatible with MRT's Internet web site and has received an identifying password from MRT to access certain areas of the Internet web site system.

2.5    MRT will post on its Internet web site the information required by the Commission's regulations respecting a particular transportation transaction for ninety (90) days.

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**Second Revised Sheet No. 79A** Second Revised Sheet No. 79A : Effective  
Superseding: First Revised Sheet No. 79A

GENERAL TERMS AND CONDITIONS  
(continued)

2.     NAESB STANDARDS AND INTERNET WEB SITE (continued)

2.6     MRT will retain daily records of the information displayed on the Internet web site for three (3) years. Such historical data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-660-000

**Thirteenth Revised Sheet No. 80** Thirteenth Revised Sheet No. 80

Superseding: Twelfth Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS  
(Continued)

2. NAESB STANDARDS AND INTERNET WEB SITE (Continued)

2.7 Customers will be required to utilize MRT's Internet web site to request service, and execute and amend Service Agreements, to the extent that MRT's Internet web site has the capability to accommodate such contract execution, unless MRT otherwise agrees or emergency events prevent such electronic communication. MRT will designate on its Internet web site the contracts for which it has electronic execution capability, and will provide at least thirty (30) days' advance notice, via a posting on its Internet web site, of the addition of new contracts to its electronic execution procedures. Prior to entering into any electronic contracts, Customer and MRT will mutually agree in writing to the terms and conditions of the electronic contracting process in an electronic access agreement, and the electronic contracting process shall be subject to any other requirements of applicable statutes and regulations. Any provisions of the Service Agreement or this tariff requiring that requests, contracts, or amendments thereto, be in writing shall be deemed satisfied when accomplished by such electronic means. Customers and potential Customers, or their authorized agents, who request service, enter into contracts or amendments to contracts, or otherwise use MRT's Internet web site in connection with transportation services, shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Customers or potential Customers in performing any functions, and MRT shall be entitled to rely upon the actions of such representatives. Electronic transactions between Customer and MRT shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper will be admissible to the same extent as other business records originated in written form.

2.8 In addition to the NAESB Standards reflected in other provisions of this tariff, the following NAESB Standards (which include definitions and data dictionaries), Version 1.8, are incorporated herein by reference:

0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11, 0.3.12, 0.3.13, 0.3.14,  
0.3.15, 0.4.1, 1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12,  
1.2.18, 1.2.19, 1.3.3, 1.3.4, 1.3.14, 1.3.15, 1.3.16, 1.3.19, 1.3.20,  
1.3.21, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31,

Effective Date: 08/01/2009 Status: Effective

FERC Docket: RP09-660-000

**Fifth Revised Sheet No. 80A** Fifth Revised Sheet No. 80A

Superseding: Fourth Revised Sheet No. 80A

GENERAL TERMS AND CONDITIONS  
(Continued)

2. NAESB STANDARDS AND INTERNET WEB SITE (Continued)

1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42,  
1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.52,  
1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61,  
1.3.62, 1.3.63, 1.3.65, 1.3.66, 1.3.67, 1.3.69, 1.3.70, 1.3.71, 1.3.72,  
1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3,  
1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.8, 2.3.9,  
2.3.11, 2.3.12, 2.3.13, 2.3.21, 2.3.27, 2.3.29, 2.3.30, 2.3.32, 2.3.33,  
2.3.34, 2.3.35, 2.3.44, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54,  
2.3.55, 2.3.56, 2.3.57, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64,  
2.3.65, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9,  
2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17, 2.4.18,  
3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12,  
3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25,  
3.3.26, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5,  
4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14,  
4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3,  
4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25,  
4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34,  
4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44,  
4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53,  
4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62,  
4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75,  
4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85,  
4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 5.2.2, 5.3.7,  
5.3.9, 5.3.11, 5.3.12, 5.3.22, 5.3.23, 5.3.24, 5.3.30, 5.3.31, 5.3.32,  
5.3.33, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.46,  
5.3.52, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9,  
5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.18,  
5.4.19, 5.4.20, 5.4.21 and 5.4.22, 5.4.23, 10.2.1, 10.2.2, 10.2.3,  
10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11,  
10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19,  
10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27,  
10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35,  
10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6,  
10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14,  
10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22,  
10.3.23, 10.3.24, 10.3.25.

2.9 MRT shall notify Customers of intraday bumps, OFOs and other critical notices (as defined in this tariff) in the manner provided in this tariff unless the Customer has provided MRT with a written request specifying that EDI or Internet e-mail (up to two Internet e-mail addresses) notification be used.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 81** Original Sheet No. 81 : Effective

SHEET NOS. 81 AND 82 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Third Revised Sheet No. 83** Third Revised Sheet No. 83 : Effective

Superseding: Second Revised Sheet No. 83

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASUREMENT PROCEDURES

3.1 Atmospheric Pressure. The atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch.

3.2 Orifice Meters. When orifice meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations of volume are made, in accordance with the provisions of AGA Measurement Committee Report No. 3 of the American Gas Association as printed and revised September, 1978, (AGA Report No. 3), with any subsequent amendments or revisions which are acceptable to MRT.

3.3 Positive or Turbine Meter. When positive or turbine meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations are made, in accordance with the provisions of AGA Measurement Committee Report No. 6 when positive meters are employed, and AGA Measurement Committee Report No. 7 when turbine meters are used, with any subsequent amendments or revisions of either report which are acceptable to MRT.

3.4 Electronic Transducers and Flow Computers. When electronic transducers, flow computers, gas chromatographs and/or other electronic equipment are used, the gas delivered shall have its volume, mass and/or energy content computed in accordance with the standards of the American Gas Association as promulgated by AGA Measurement Committee Report Nos. 3, 5, 6, 7, NX-19 and 8, with any subsequent amendments or revisions of the reports which are acceptable to MRT. The parties specifically agree to accept the use of these electronic devices in lieu of mechanical devices with charts.

3.5 Determination of Heating Value and Specific Gravity. The heating value of the gas shall be expressed in Btu per dry cubic foot of gas at 14.73 Psia and 60 degrees Fahrenheit (101.325 kPa and 15.6 degrees C and dry). The method used and the frequency of measurement for both the heating value and the specific gravity shall be at MRT's sole option provided they are in general use within the natural gas transmission industry.

**Effective Date: 11/01/1993    Status: Effective**

**FERC Docket: RS92- 43-006**

**Original Sheet No. 84** Original Sheet No. 84 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASUREMENT PROCEDURES (Continued)

3.6 New Measurement Techniques. If at any time during the term hereof a new method or technique is developed with respect to gas measurement, or the determination of the factors used in such gas measurement, such new method or technique may be substituted for the method set forth in this Section 3 when, in MRT's sole discretion, employing such new method or technique is advisable. MRT shall notify Customer in writing of any such election prior to actually implementing such substitution.

3.7 Gas Stream Pulsations. Gas shall be delivered to MRT free of pulsations detrimental to accurate measurement.

3.8 Testing and Repair of Equipment. The measurement and appurtenant facilities at the MRT receipt and delivery point(s) shall be kept accurate and in repair by the party operating said facilities. In order to ensure the accuracy of the measuring equipment, the party operating said equipment will perform such tests as it may deem necessary on a monthly basis or as often as MRT deems necessary in actual practice, and will repair and adjust any measuring equipment found to be inaccurate so that the registration thereof will be accurate. Each party agrees to give the other reasonable notice of such tests so that if the other party desires it may have its representatives present.

Each party shall have the right, at any time, to challenge the accuracy of any measuring equipment used hereunder and, when so challenged, the equipment shall be tested by the party operating the challenged equipment. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. The cost of any such special testing, repair and calibration shall be borne by the party requesting the special test if the percentage of inaccuracy is found to be two percent (2%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment.



Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub Second Revised Sheet No. 85** Sub Second Revised Sheet No. 85 : Effective  
Superseding: Second Revised Sheet No. 85

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASUREMENT PROCEDURES (Continued)

If upon any test of the measuring facilities the percentage of inaccuracy exceeds two percent (2%), then the registrations thereof shall be corrected for a period extending back in time to the beginning of the inaccuracy, if such time is ascertainable, and if not ascertainable, then the registrations thereof shall be corrected back one-half (1/2) of the time elapsed since the last date of calibration; however, in no event shall the registrations be corrected for a period extending back in time more than sixteen (16) days.

In the event that the amount of gas delivered and/or redelivered hereunder cannot be reasonably ascertained or computed from the measuring equipment, then the volume of the gas received and/or delivered, as applicable, during such period shall be determined by using the registration of any check meter or meters, if installed and accurately registering; or by estimating the quantity of gas on the basis of past receipts and/or deliveries, whichever is applicable, made hereunder during periods when similar conditions existed and the meter was registering accurately.

3.9 Inspection of Records. The source documents and data from the measuring equipment shall remain the property of the party or parties operating such equipment at the MRT receipt and/or delivery point(s) and shall be kept on file for a period of not less than three (3) years. Volume statements required for any verification of statements or charges pursuant to Section 17 of these General Terms and Conditions shall also be retained for a period of not less than three (3) years. At any time within such period, upon request of either party, the other party will submit source documents from the measuring equipment, together with calculations therefrom, for the other party's inspection and verification subject to return to the party operating such equipment within thirty (30) days from receipt thereof.

3.10 Closing of Measurement. If a party other than MRT is in control of measurement information required for preparation of statements and invoices, the primary measuring party shall cause such information to be received by MRT such that MRT can close measurement no later than five (5) business days after the end of the applicable month of gas flow.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 86** Original Sheet No. 86 : Effective

SHEET NO. 86 HAS BEEN  
RESERVED FOR FUTURE USE

*Effective Date: 08/03/2005    Status: Effective*

*FERC Docket: RP05-172-000*

**First Revised Sheet No. 87** First Revised Sheet No. 87 : Effective

Superseding: Original Sheet No. 87

GENERAL TERMS AND CONDITIONS  
(Continued)

4. QUALITY

4.1 General. Customer agrees that the Gas tendered for transport hereunder shall meet the specifications set forth in this section. MRT may reject Gas tendered or delivered by Customer that fails to conform to the quality specifications provided in this Tariff or which, in its reasonable judgment, may cause harm to its facilities or diminish the quality of Gas in its system. MRT may under all circumstances subject, or permit the subjection of, the Gas to compression, cooling, cleaning, products extraction and other processes.

4.2 Specifications. Unless otherwise specified in the Service Agreement or Operational Balancing Agreement, or unless MRT waives the specification detailed herein if such waiver will not impair the integrity of MRT's system, the gas received or delivered under the terms of the Service Agreement or Operational Balancing Agreement shall conform to the following specifications:

(a) Solids. The gas shall be commercially free from solid matter, dust and gum forming constituents which might cause injury to or interference with proper operation of the lines, storage wells, meters, regulators or other appliances through which it flows.

(b) Oxygen. The gas shall not at any time have an uncombined oxygen content in excess of .05% by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.

(c) Carbon Dioxide. The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume.

(d) Nitrogen. The gas shall not at any time have a nitrogen content in excess of two and one-half percent (2.5%) by volume.

(e) Hydrogen. The gas shall contain no carbon monoxide, halogens, or unsaturated hydrocarbons, and no more than four hundred parts per million (400 ppm) of hydrogen.

(f) Liquids. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered.

(g) Water Vapor Content. The gas shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet, measured at a pressure base of 14.73 psia and at a temperature of sixty degrees Fahrenheit.

Effective Date: 01/21/2008 Status: Effective

FERC Docket: RP08-135-000

**Third Revised Sheet No. 88** Third Revised Sheet No. 88 : Effective

Superseding: Second Revised Sheet No. 88

GENERAL TERMS AND CONDITIONS  
(Continued)

4. QUALITY (Continued)

(h) Hydrogen Sulphide. The gas shall not contain more than one-quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet.

(i) Total Sulphur. The gas shall not contain more than five (5) grains of total sulphur per one hundred (100) cubic feet.

(j) Heating Value. The gas shall have a gross heating value of not less than nine hundred fifty (950) and not greater than eleven hundred (1,100) Btu per cubic foot of gas.

(k) Temperature. The gas shall not be delivered or redelivered at a temperature of less than forty degrees Fahrenheit (40°F) nor in excess of one hundred twenty degrees Fahrenheit (120°F).

(l) Hydrocarbon Dew Point. The gas shall not have a hydrocarbon dew point (HDP) in excess of twenty degree Fahrenheit. The HDP can usually be obtained when the pentanes and heavier content (C5+) of the gas is not in excess of two-tenths (0.2) gallons per Mcf at any operating pressure, as determined by a chromatographic analysis using standard equipment performed in accordance with standard industry practices and procedures.

4.3 Hazardous Substances. The gas received or delivered under the terms of the Service Agreement shall contain no "hazardous substance" as that term is defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601(14), except as otherwise permitted by the terms of this tariff or Customer's Service Agreement.

4.4 Commingling. MRT shall have the unqualified right to commingle Gas received for service hereunder with Gas from other sources. Accordingly, Gas received by MRT shall be subject to such changes as may result from such commingling and MRT shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account Gas identical to that received by MRT. Subject to other terms and provisions of this Tariff, MRT will transport and tender for delivery for the account of Customer such thermally equivalent quantities of Gas, less Fuel Use and LUFG retained, as it receives for such Customer's account.

4.5 If the gas offered for delivery to MRT by Customer shall fail at any time to conform to any of the specifications set forth herein, then MRT thereupon may, at its option, refuse to accept delivery of such gas. If MRT does accept delivery of such gas, Customer shall be liable for all damages and additional expenses caused by such nonconforming gas.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 89** Original Sheet No. 89 : Effective

SHEET NOS. 89 AND 90 HAVE BEEN

RESERVED FOR FUTURE USE

*Effective Date: 01/21/2008    Status: Effective*

*FERC Docket: RP08-135-000*

**Third Revised Sheet No. 91** Third Revised Sheet No. 91 :    Effective

Superseding: Second Revised Sheet No. 91

GENERAL TERMS AND CONDITIONS

(Continued)

5.    PROCEDURES FOR REQUESTING SERVICE

5.1    All Customers or potential Customers requesting firm or interruptible transportation service must submit a valid request pursuant to Section 5.4 hereof for such service. A request shall be considered valid as of the date received if it contains adequate information with respect to all of the items specified in Section 5.4, subject to any necessary verification, and contains the other applicable information required by this Section 5.

5.2    A Customer or a potential Customer must submit a valid request for any of the following:

- (a)    A request for MRT to commence service for Customer.
- (b)    A request for an increase in Customer's contract quantity.
- (c)    A request by an existing firm Customer to add new Primary Receipt or Primary Delivery Point capacity under an existing Service Agreement.
- (d)    A request by an existing Customer to extend or renew a Service Agreement that has or will expire and terminate by its own terms.

5.3    A request by an existing Customer to extend the term of a Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service shall not necessitate the submission of a request for service as required in this Section 5, provided that Customer notifies MRT of such renewal or extension in accordance with the terms of the applicable Service Agreement.

5.4    Other than requests for authorized overrun service which may be contained in Customer's nomination form submitted pursuant to Section 8 of these General Terms and Conditions, requests for discounted rates under existing Service Agreements, requests to amend interruptible Service Agreements, and requests for service under the rate schedules designated on MRT's Internet web site as requiring electronic contracting which must be requested electronically, all requests for service shall be submitted in writing to MRT and shall contain the following information:

Effective Date: 01/21/2008 Status: Effective

FERC Docket: RP08-135-001

**Substitute Fourth Revised Sheet No. 92** Substitute Fourth Revised Sheet No. 92 : Pending

Superseding: Third Revised Sheet No. 92

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(a) Identity of Customer - The exact legal name, identification (currently DUNS) number, type of legal entity, type of company, state of incorporation or state of qualification to do business, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be provided. For requests for firm services, if Customer is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Customer must keep MRT apprised as to changes in the identity of such representatives.

(b) Type of Service Requested - Under Rate Schedule FTS, SCT, ITS, FSS, NNT, PALS or ISS. Unless MRT agrees to allow the Customer to submit one written request to address multiple rate schedules, a separate request must be submitted for each type of service requested, except that a request for Rate Schedule NNT service may be included with an FTS or FSS request.

(c) Gas Quantities

(i) The Maximum Daily Quantity (MDQ) or Maximum Storage Quantity (MSQ) stated in Dth in the aggregate and the estimated total quantity of gas to be transported or stored during the requested term of service; and, for each receipt and delivery point requested, the maximum daily quantities to be received and delivered at each point. For transportation service requested pursuant to Rate Schedule PALS, the Maximum Aggregate Quantity to be parked or loaned, as applicable, at any one time, quantities, applicable point(s), term or time periods, and rate, if other than maximum recourse, being requested also must be designated.

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**First Revised Sheet No. 92A** First Revised Sheet No. 92A : Effective

Superseding: Original Sheet No. 92A

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(ii) For transportation service requested pursuant to Rate Schedules FTS and SCT, the sum of all individual maximum Primary Receipt Point quantities set forth in the Service Agreement shall not exceed the MDQ in the aggregate, and the sum of all individual maximum Primary Delivery Point quantities set forth in the Service Agreement shall not exceed the MDQ in the aggregate. Primary Receipt and Delivery Point quantities at the Unionville Storage Field shall not be added into the summation of Primary Receipt or Primary Delivery Points; however, Service Agreements for the transportation of gas quantities for storage injections only pursuant to Rate Schedules FTS and SCT shall designate Unionville as the sole Primary Delivery Point and the maximum daily quantity delivered to that point shall equal Customer's MDQ under such Service Agreement.



*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Third Revised Sheet No. 93** Third Revised Sheet No. 93 :    Effective

Superseding: Second Revised Sheet No. 93

GENERAL TERMS AND CONDITIONS

(Continued)

5.        PROCEDURES FOR REQUESTING SERVICE (Continued)

(d)    Receipt Point(s) - The point(s) at which Customer desires MRT to receive gas.

(e)    Delivery Point(s) - The point(s) on MRT's system at which Customer desires the delivery of gas.

(f)    Limitation on Total Number of Receipt and Delivery Points - None.

(g)    Limitation on Primary Receipt or Delivery Points Requested - Firm receipt or delivery point capacity that will be available as a result of the expiration of a firm transportation agreement subject to the bidding procedures of Section 15 of these General Terms and Conditions shall not be available for subscription until thirty (30) days after the close of the bidding process.

(h)    Term of Service - Customer must request a minimum term of the lesser of one (1) calendar month or thirty (30) days.

(i)    Certification - Certification is required from Customer that it has the authority to deliver the gas to MRT's system for transportation or storage.

(j)    Facilities - Customer must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

(k)    Credit Evaluation - Acceptance of a request for service is contingent upon a satisfactory credit appraisal by MRT.

Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 45-000

**Second Revised Sheet No. 94** Second Revised Sheet No. 94 : Effective

Superseding: First Revised Sheet No. 94

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(i) MRT shall perform a credit appraisal, if applicable, by utilizing the following information which Customer shall furnish to MRT:

(A) A copy of Customer's most recent audited financial statement;

(B) A copy of Customer's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, SEC 10-K form;

(C) A list of Customer's affiliates, including parent and subsidiaries, if applicable; and

(D) A bank reference and two trade references. The results of reference checks must show that Customer's obligations are being paid on a reasonably prompt basis.

(ii) Customer must also meet the following criteria in order to be deemed satisfactory for purposes of this Section 5.4(k):

(A) Customer must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

*Effective Date: 05/01/1997    Status: Effective*

*FERC Docket: RP97-298-000*

**Second Revised Sheet No. 95** Second Revised Sheet No. 95 : Effective  
Superseding: First Revised Sheet No. 95

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(B) Customer must not be subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

(C) Customer must have no significant outstanding collection lawsuits or judgments which would jeopardize Customer's ability to remain solvent.

(iii) If a Customer fails to satisfy the credit criteria, such Customer may still obtain service hereunder if it provides MRT: (A) a continuing deposit equal to a minimum of six (6) months service; (B) a standby irrevocable letter of credit drawn upon a bank acceptable to MRT; or (C) a guarantee by a person or another entity which does satisfy MRT's credit appraisal.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

- (iv) (A) Customer must designate up to two (2) representatives who are authorized to receive notices regarding Customer's creditworthiness, including requests for additional information, and provide to MRT the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by MRT and Customer. The obligation of MRT to provide creditworthiness notifications provided for in this section is waived until Customer has designated such representative(s) and provided the Internet e-mail addresses to MRT.
- (B) MRT will designate on its Internet Web Site or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness.
- (C) Customer and MRT may mutually agree to provide creditworthiness related notifications via forms of communication other than Internet e-mail.
- (v) (A) Upon receipt of either an initial or follow-up request from MRT for information to be used for creditworthiness evaluation, Customer should acknowledge receipt of MRT's request. MRT and Customer may mutually agree to waive the requirements of this subsection (A).
- (B) Customer should respond to MRT's request for credit information, as allowed by this tariff, on or before the due date specified in the request. Customer's response will provide all the credit information requested by MRT or provide the reason(s) why any of the requested information was not provided. Customer's obligation to provide confirmation of receipt of MRT's request is met by sending such confirmation to the representatives identified by MRT pursuant to the requirements of Section 5.4(k) (iv) (B) above.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-436-001

**Substitute Original Sheet No. 95B** Substitute Original Sheet No. 95B : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

- (C) Upon receipt from Customer of all credit information provided pursuant to this tariff, MRT will notify Customer that it has received such information. MRT and Customer may mutually agree to waive the requirements of this subsection (C).
- (vi) (A) At any time after Customer is determined to be non-creditworthy by MRT, Customer may initiate a creditworthiness re-evaluation by MRT. As part of Customer's re-evaluation request, Customer must update or confirm in writing the prior information provided to MRT related to Customer's creditworthiness. Such update should include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.

*Effective Date: 09/01/2005    Status: Effective*

*FERC Docket: RP05-436-000*

**Original Sheet No. 95C** Original Sheet No. 95C : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

- (B) After MRT's receipt of Customer's request for re-evaluation, including all requested information pursuant to this section, within five (5) business days, MRT should provide a written response to Customer's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for MRT's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) business days from the date of the receipt of Customer's request unless specified in this tariff, or if MRT and Customer mutually agree to some later date.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 96** First Revised Sheet No. 96 : Effective

Superseding: Original Sheet No. 96

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(l) Certification From On-Behalf-Of Entity - If Customer is requesting service hereunder to be implemented pursuant to Subpart B of Part 284 of the Commission's regulations, Customer must provide certification that a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act of 1978, on whose behalf the transportation will be performed (i) has physical custody of and transports the natural gas at some point; or (ii) holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by MRT, for a purpose related to its status and function as a local distribution company or its status and function as an intrastate pipeline company, or (iii) that the gas is being delivered at some point to a Customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that MRT is providing service.

(m) Compliance with Tariff - Customer's request shall include a statement that it is willing to abide by the terms of the applicable rate schedule, including the General Terms and Conditions.

5.5 Requests for service pursuant to Rate Schedules FTS, SCT, and FSS shall be accompanied by a prepayment, which shall be the lesser of \$10,000 or the total of two (2) months' Reservation Charges provided for in the applicable rate schedule; provided, however, that the prepayment shall be credited, with interest if such interest has accrued, to Customer's invoice for service under the applicable rate schedule. Should MRT determine that it does not have firm capacity sufficient to satisfy Customer's request, then Customer's prepayment shall accrue interest as provided in 18 CFR Section 154.501(d) from the date MRT notifies Customer of MRT's determination that it cannot satisfy Customer's request. Such interest shall be refunded along with Customer's prepayment within fifteen (15) days after the date Customer

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*FERC Docket: RP00-410-003*

**Second Revised Sheet No. 97** Second Revised Sheet No. 97 : Effective

Superseding: First Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

notifies MRT in writing that Customer is withdrawing its request for such service pursuant to Section 5.6, or such interest shall be credited to Customer's invoice when service is commenced. Upon thirty (30) days' notice to Customers via a posting on MRT's Internet web site, MRT may require Customers to provide such notifications electronically via the Internet.



*Effective Date: 01/21/2008    Status: Effective*

*FERC Docket: RP08-135-000*

**Fourth Revised Sheet No. 98** Fourth Revised Sheet No. 98 :    Effective  
Superseding: Third Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS  
(Continued)

5.                    PROCEDURES FOR REQUESTING SERVICE (Continued)

5.6    MRT shall promptly notify a Customer if it cannot satisfy an otherwise valid request for firm service due to lack of capacity.

5.7    MRT may also reject any request, or limit the term of the Service Agreement requested by Customer, if MRT, in its reasonable judgment, determines that the service requested would utilize a portion of MRT's system such that a bottleneck would be created that would likely prevent MRT from utilizing upstream or downstream portions of its system or may detrimentally impact the operational integrity of MRT's system.

5.8    In the event a request does not contain the information specified in Section 5.4 hereof, MRT shall, within ten (10) days after receipt of such request, inform Customer in writing, or electronically via the Internet if the request was submitted electronically, of the specific items needed to complete a valid request. Customer shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days or if Customer's request, as supplemented, remains incomplete and deficient, Customer's request shall be void.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Fourth Revised Sheet No. 99** Fourth Revised Sheet No. 99 : Effective

Superseding: Second Sub Third Revised Sheet No. 99

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.9 Allocation of Capacity

If at any time MRT has transportation and/or storage capacity available which will support additional firm services, then MRT shall conduct an Open Season and post the availability of such capacity and make such capacity available for firm service(s) upon receiving a valid request for such capacity. Open Season shall be the period of time during which MRT will receive bids for the posted capacity. Such period of time shall be posted with the notice of capacity. The allocation of such capacity among firm services shall be determined pursuant to this provision.

(a) Applicability: Available firm capacity shall include the following types of capacity:

- (1) Unsubscribed Capacity: capacity that is available but is not currently subscribed or capacity that is subscribed for service which service will not commence until a later date.
- (2) Capacity under Expiring or Terminating Agreements: capacity under an existing Service Agreement for which evergreen rights will not be exercised and such capacity will not be made available for allocation to other Customers before the Right of First Refusal process set forth in Section 15 of the General Terms and Conditions in MRT's tariff has been completed.

Effective Date: 04/01/2003    Status: Effective  
FERC Docket: RP00-410-003

**First Revised Sheet No. 99A** First Revised Sheet No. 99A : Effective  
Superseding: Fourth Substitute Original Sheet No. 99A  
GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(3) Capacity Created as a Result of Constructing  
Additional Facilities: Capacity available for subscription as a result of  
construction of additional facilities will be posted in accordance with FERC  
requirements and/or made available as part of an Open Season.

(b) Posting: Within five days of the date when MRT has determined  
that firm capacity is becoming available (for capacity becoming available  
under expiring or terminating agreements, MRT will post the availability  
within five days of receiving or sending out a termination notice, except in  
those cases where the Right of First Refusal process applies and has not been  
completed), MRT shall post notice and any updates to such notice on its  
Internet web site of available firm capacity in accordance with FERC  
regulations, and such notice shall be posted between 8:00 a.m. and 10:00 a.m.  
Central Clock Time on regular business days. If firm capacity becomes  
available for subscription, such postings shall specify the type of service  
that is available, the dates and duration that the service will be available,  
the location of the available capacity and/or deliverability, any minimum  
terms and conditions that would be acceptable for consideration, any minimum  
volumes and/or rates that will be considered, whether capacity turnback will  
be accepted for consideration and as an alternative to construction of  
incremental facilities, and any other information that MRT determines to be  
relevant.

In the event MRT posts notice in an Open Season of minimum bid criteria  
which would be acceptable to MRT's allocation of capacity, unless such Open  
Season posting is for an expansion of MRT's facilities, MRT shall not be  
permitted to change or withdraw the criteria applicable to such minimum bid  
during the Open Season, unless no bids meeting such minimum criteria have been  
submitted.

Such minimum terms and conditions that MRT may prescribe will include:

Volume; term; rate; segment path, if applicable to a particular posting of  
capacity; whether seasonal or only annual capacity subscriptions will be  
accepted; whether seasonal or other operational limitations exist relative to  
the capacity posted; whether the capacity is only available as a backhaul;  
and any applicable operational conditions or limitations affecting the posted  
capacity.

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP00-410-003*

**First Revised Sheet No. 99B** First Revised Sheet No. 99B : Effective

Superseding: Third Substitute Original Sheet No. 99B  
GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

All postings made pursuant to this Section 5.9(b) shall also specify whether a silent auction or interactive auction procedure will be utilized and the beginning and ending dates (after which time, new bids may not be submitted) of an Open Season, for the capacity, which period shall be for a minimum of:

- (1) four (4) business hours ending no later than 2:00 p.m. Central Clock Time for service offering(s) of 31 days or less; or
- (2) one business day for service offerings with a term of more than 31 days but not greater than 92 days; or
- (3) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; or
- (4) five (5) business days for service offerings with a term greater than 365 days.

(c) Submission of Open Season Requests: All requests provided to MRT during an Open Season held pursuant to Section 5.9(b) shall be submitted to MRT either electronically through its Internet web site, or by facsimile, in accordance with the provisions of Section 2.7 of these General Terms and Conditions. MRT will request shippers to indicate whether they are willing to accept a prorata allocation of capacity in the event MRT is unable to satisfy the full request.

(d) Rejection of Open Season Requests: MRT will reject requests for service that: (i) may detrimentally impact the operational integrity of MRT's system; (ii) do not satisfy all the terms of the specified posting; or (iii) do not meet MRT's creditworthiness standards as set forth in Section 26 of these General Terms and Conditions. MRT may reject requests that contain terms and conditions other than those set forth in MRT's FERC Gas Tariff. In the event MRT rejects a request, MRT will provide a detailed explanation to the requesting customer and provide such requesting customer an opportunity to amend its request, if applicable.

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 99C** First Revised Sheet No. 99C : Effective

Superseding: Fourth Substitute Original Sheet No. 99C

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(e) Award of Capacity: MRT shall comply with Commission requirements regarding the award of available firm capacity on its system. MRT shall not be obligated to accept any rate for capacity which is less than MRT's maximum authorized rate. Before capacity is posted, MRT may establish a reserve rate less than its maximum rate. Notice of the establishment of a reserve rate will be included in MRT's Open Season notice, provided that such reserve rate shall not be disclosed at the time of posting but shall be recorded and maintained by MRT for a period of three (3) years for validation purposes. Upon reasonable notice to MRT, but not before the earlier of (1) 10 days after the close of the Open Season process, or (2) the posting of a successful bid(s), a Customer or prospective Customer submitting a bid that is not withdrawn prior to the end of the Open Season may review the record of the reserve rate at MRT's offices during normal business hours.

In the event firm capacity on MRT is available for subscription and MRT awards such capacity, such capacity shall be awarded to Customers that meet MRT's creditworthiness standards (as set forth in Section 26 of the General Terms and Conditions) based upon MRT's analysis of the incremental revenues expected to be produced, lost, or affected if the request for service is accepted.

The determination of incremental revenues to MRT shall be based upon the following Bid Value and other objective and nondiscriminatory factors determined by MRT to be relevant to the granting of the request:

- (1) For each month of the term of the bid, the quantity and rate per Dth stated in the qualifying bid shall be multiplied together to derive a gross monthly revenue figure.
- (2) Each gross monthly revenue figure shall be divided by the maximum daily quantity of any month during the contract term and the number of days in the month to derive a bid rate.
- (3) Each bid rate shall be discounted to a net present value figure using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d).
- (4) The net present value figures shall be summed, and the sum shall be the bid value.
- (5) The qualifying bid(s) , which produces the highest bid value to MRT, will be deemed to be the best bid(s).

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP00-410-003*

**First Revised Sheet No. 99D** First Revised Sheet No. 99D : Effective

Superseding: Fifth Substitute Original Sheet No. 99D  
GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

Notice of such other objective and nondiscriminatory factors that will be considered shall be posted on MRT's Internet web site at the time MRT posts notice of available firm capacity under Section 5.9(b). MRT shall not consider revenues from unrelated services in the determination of incremental revenues to MRT.

In its analysis, MRT will abide by Commission policy regarding the use of negotiated rates for purposes of determining the Bid Value of a request received during an Open Season. MRT shall only consider revenues generated by the reservation rate and/or guaranteed throughput volumes, proposed by the Bidder(s). For purposes of its evaluation, MRT will consider the aggregate of two or more requests for service and award the available capacity to the request or combination of requests that results in the highest incremental revenues to MRT.

If the capacity to be allocated to the highest bidder would not result in awarding all of the available capacity, then MRT, subject to the provisions herein, will award the remaining capacity to the next highest bidder(s) until all of the capacity has been awarded or until all valid bids above MRT's reserve rate have been accepted.

For any capacity awarded pursuant hereto, the successful bidder(s) and MRT will execute a new service agreement or amendment prior to the commencement of service which confirms the terms of the accepted bid(s) for the available capacity.

(f) Posting of Successful Bidders: Upon a determination of the Successful Bid(s), if any, and in any event, as soon as practicable, but no later than ten (10) days after the close of the Open Season process and prior to gas flow, MRT shall post a notice on its Internet web site identifying the successful bidder(s) and bid(s), if any, along with the Bid Value analysis employed in determining the successful bid, and shall provide the actual calculation of the Bid Value with sufficient clarity to permit bidders to duplicate the results.

(g) Binding Nature of Bids: Bids received during an Open Season may be withdrawn prior to the end of the posted Open Season period, provided, however, that a Bidder may not withdraw a bid and resubmit a bid with a lesser value. Bids that are not withdrawn before the end of the posted Open Season period are binding.

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FERC Docket: RP06-223-000

**Second Revised Sheet No. 99E** Second Revised Sheet No. 99E : Effective  
Superseding: First Revised Sheet No. 99E

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(h) Tiebreaker: If more than one bid has the same Bid Value, capacity will be awarded pro rata among the tying bidders. A bid to pay the maximum rate as it may vary from time to time for a given term will be deemed superior to a bid to pay a specified dollar rate which is equal to the maximum currently effective rate.

(i) Change of Primary Points: In determining the Bid Value of a request for a change of a Primary Receipt or Delivery Point, the actual gain or loss in revenue to MRT resulting from such change shall be considered. Requests to extend the term, increase the Maximum Daily Quantity, or increase the rates provided under an existing Service Agreement with MRT shall be considered in determining the Bid Value as a request for additional service.

(j) Pre-Arranged Deals: MRT may enter into a pre-arranged service agreement with any party provided that MRT will post the terms of the pre-arranged transaction and other parties will have an opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher incremental revenue to MRT. Such incremental revenue shall be calculated in accordance with the criteria set forth above in Section 5.9(e). For purposes of its evaluation, MRT will consider the aggregate of two or more requests for service and award the available capacity to the request or combination of requests that results in the highest incremental revenues to MRT. If a bid or combination of bids with a higher incremental revenue to MRT is submitted, the pre-arranged Customer will have a one-time right to match the higher bid or combination of bids in order to obtain the capacity. If the pre-arranged Customer elects not to match, the capacity will be awarded to the highest bid or combination of bids which, if accepted, would have a higher incremental revenue to MRT.

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*FERC Docket: RP06-223-000*

**Second Revised Sheet No. 99F** Second Revised Sheet No. 99F : Effective  
Superseding: First Revised Sheet No. 99F

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(k) Disclosure of Open Season Bids: MRT shall disclose the aggregation of bids received in an Open Season for an expansion to existing Customers and to provide such Customers an opportunity to turnback their capacity after the initial Open Season if such capacity can be used to meet the demands of the Customers that submitted bids during the Open Season and offset the need for certain expansion facilities.



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*FERC Docket: RP98-404-004*

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SHEET NO. 99G HAS BEEN  
RESERVED FOR FUTURE USE

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**Third Revised Sheet No. 100** Third Revised Sheet No. 100 : Effective

Superseding: Substitute Second Revised Sheet No. 100

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.10 Contracting For Service

(a) Upon approval of a valid request, MRT shall offer the requesting Customer Service Agreement(s) in the form of agreement set forth in this tariff. MRT will designate on its Internet web site the rate schedules for which electronic contracting via the Internet must be utilized, and all such agreements shall be in the prescribed electronic format, unless MRT otherwise agrees or emergency events prevent such electronic communications.

(b) Unless waived by MRT, if a Customer fails to execute and return to MRT a Service Agreement which accurately reflects the Customer's submitted request for service within ten (10) business days after such agreement is tendered by MRT for execution, then the Customer's request and Service Agreement shall be null and void. In all other circumstances, unless waived by MRT, a Customer's submitted request for service and Service Agreement shall be null and void if the Customer fails to execute and return to MRT the tendered Service Agreement within thirty (30) days after such has been tendered by MRT for execution.

*Effective Date: 05/01/1997    Status: Effective*

*FERC Docket: RP97-298-000*

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

SHEET NOS. 101 THROUGH 106 HAVE BEEN

RESERVED FOR FUTURE USE

**Effective Date: 11/01/1993    Status: Effective**

**FERC Docket: RS92- 43-006**

**Original Sheet No. 102** Original Sheet No. 102 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

5.    PROCEDURES FOR REQUESTING SERVICE (Continued)

5.7 All valid requests shall be time and date stamped and recorded in the order received.

5.8 MRT shall maintain a log pursuant to 18 C.F.R. Section 284.13 in MRT's St. Louis, Missouri offices which shall be open to public inspection.

5.9 MRT shall promptly notify a Customer if it cannot satisfy an otherwise valid request for firm service due to lack of capacity. If MRT cannot satisfy such a request due to insufficient capacity, such request for firm service shall be of a continuing nature and shall remain valid unless and until Customer notifies MRT in writing that Customer is withdrawing its request for such service.

5.10 MRT may also reject any request, or limit the term of the Service Agreement requested by Customer, if MRT, in its reasonable judgment, determines that the service requested would utilize a portion of MRT's system such that a bottleneck would be created that would likely prevent MRT from utilizing upstream or downstream portions of its system.

5.11 In the event a request does not contain the information specified in Section 5.6 hereof, MRT shall, within ten (10) days after receipt of such request, inform Customer in writing of the specific items needed to complete a valid request. Customer shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days or if Customer's request, as supplemented, remains incomplete and deficient, Customer's request shall be void. If Customer's request as supplemented within such fifteen (15) day period is satisfactory, then Customer's original request date shall be utilized for purposes of the allocation of capacity as provided in Section 5.12(d) of these General Terms and Conditions.

*Effective Date: 11/01/1994    Status: Effective*

*FERC Docket: RP95- 7-000*

**First Revised Sheet No. 103** First Revised Sheet No. 103 :    Effective

Superseding: Original Sheet No. 103

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.12 Allocation of Capacity

(a) Pursuant to Section 284.284(b) of the Commission's regulations, MRT's firm sales Customers as of the effective date of this tariff will have their contract demands under their firm sales agreements converted to firm transportation and firm storage capacity. All available firm storage capacity will be allocated to those converting firm sales Customers.

(b) FTS Customers as of the effective date of this tariff shall retain their priority to the firm system capacity for which they have contracted.

(c) Each Rate Schedule FTS and Rate Schedule SCT Customer, including MRT's bundled firm sales Customers whose contract demands will be converted to firm transportation pursuant to Section 284.284(b) of the Commission's regulations, shall receive an amount of firm capacity under Rate Schedule FTS or Rate Schedule SCT equal to its firm contract demand increased by a factor derived from the ratio of total unsubscribed system capacity to total system capacity as of the effective date of this tariff.

(d) If at any time MRT has transportation and/or storage capacity available which will support additional firm services, then MRT shall make such capacity available for firm service(s) upon receiving a valid request for such capacity. The allocation of such capacity among firm services shall be determined by MRT taking into account operational conditions and utilizing the bid evaluation procedures as set forth in Sections 15.5 and 15.6 of these General Terms and Conditions for each request received.

*Effective Date: 11/01/1994    Status: Effective*

*FERC Docket: RP95- 7-000*

**First Revised Sheet No. 104** First Revised Sheet No. 104 : Effective

Superseding: Original Sheet No. 104

GENERAL TERMS AND CONDITIONS

(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.13 Contracting For Service

(a) Upon approval of a valid request, MRT shall offer the requesting Customer Service Agreement(s) in the form of agreement set forth in this tariff.

(b) Unless waived by MRT, a request for service shall be invalid if Customer fails to execute the tendered Service Agreement(s) hereunder within thirty (30) days after such has been tendered by MRT for execution.

(c) Once a Service Agreement for interruptible service is executed (except for service rendered under Rate Schedule ISS), Customer shall nominate and tender gas within thirty (30) days of the later of (i) the date on which Customer is notified that any necessary facilities are ready for service, (ii) the date on which Customer executes the interruptible Service Agreement, or (iii) the date of first deliveries if specified in the Service Agreement. If Customer fails to meet this condition, Customer's contract shall be terminated, and Customer's request shall be void; provided, however, that Customer's failure to tender gas shall be excused by an event of force majeure as defined in Section 12 of these General Terms and Conditions or lack of capacity on MRT's pipeline system, except that failure of gas supply due to factors other than physical impairment of facilities shall not constitute an acceptable excuse.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 105** Original Sheet No. 105 :    Effective

SHEET NOS. 105 AND 106 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 107 Original Sheet No. 107 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

6. FACILITIES

6.1 Unless otherwise provided in the applicable Service Agreement, any measurement and/or appurtenant facilities required at the receipt and/or delivery point(s) shall be installed, owned, operated and maintained by MRT. Customer may be required to reimburse MRT for the actual costs of any facilities acquired or installed by MRT with Customer's consent which are necessary to receive, monitor, measure, transport, store, or deliver gas to or for the account of Customer, including without limitation, right-of-way costs, loss of revenues if the installation requires the interruption of any services, overhead charges incurred as a result of the installation of any such facilities and any federal income tax associated with any amounts which qualify as contributions in aid of construction under the Tax Reform Act of 1986 or any other tax legislation. Customer shall repay MRT, either in dollars as invoiced by MRT, or at MRT's option, in kind for any gas lost from MRT's pipeline as a result of the installation, modification, or expansion of such facilities. The charges for lost gas, if invoiced, will be equal to the volume of gas lost multiplied by the actual cost of replacing such gas.

6.2 If the measurement and appurtenant facilities existing at the receipt and/or delivery point(s) are deemed adequate and operable in MRT's sole determination, then such facilities shall be used; however, if any modification or expansion of any such existing facility is deemed necessary, in MRT's sole determination, then such modification or expansion shall be performed by MRT with Customer's consent and Customer may be required to reimburse MRT for all costs, including, without limitation, overhead charges, incurred in such modification or expansion.

6.3 Each party shall at all reasonable times have access for inspection to the premises of the party operating the facilities at the receipt and/or delivery point(s) insofar as such premises are connected with any matter or thing covered hereunder; but the operation, installation, removal, repair and testing of the measuring equipment and changing of charts shall be done only by the party operating said equipment at the receipt point and/or delivery point. Either party may



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Superseding: First Revised Sheet No. 108

GENERAL TERMS AND CONDITIONS  
(Continued)

6. FACILITIES (Continued)

install, maintain, and operate at its own expense, at or near each receipt or delivery point, such check metering equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

In the event check metering equipment is installed by either party, the other party shall have access to the same at all reasonable times, but the reading, calibration, and adjusting thereof, and the changing of the charts shall be done only by the party installing the check equipment, unless otherwise agreed upon by MRT and Customer.

6.4 Customer shall make payments within fifteen (15) days of the actual date of receipt of any billings submitted or hand delivered by MRT pursuant to this section. For purposes of this section, the bill is deemed to be received by Customer the earlier of actual receipt or three (3) business days after the postmark or postal meter date. Late payments shall be subject to Section 17 of these General Terms and Conditions. MRT, at its sole option, may submit billings to Customer up to sixty (60) days prior to commencing construction for estimated costs to be incurred by MRT as provided in this Section 6. Any such estimated billings shall be reconciled to the actual costs of construction and any deficiency owed by the Customer shall be paid within thirty (30) days of receipt of MRT's final invoice. Any amount paid by Customer in excess of the actual cost due MRT shall be promptly refunded to Customer upon completion of the work or credited to Customer's account for future services.

6.5 MRT and Customer each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance, and operation of the property and equipment of the indemnifying party.

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FERC Docket: RP03- 51-000

**Second Revised Sheet No. 109** Second Revised Sheet No. 109 : Effective

Superseding: First Revised Sheet No. 109

GENERAL TERMS AND CONDITIONS

(Continued)

6. FACILITIES (Continued)

6.6 Notwithstanding the foregoing provisions, MRT shall have no obligation to install facilities which enhance or expand its pipeline system.

7. CONDITIONS OF RECEIPT AND DELIVERY

7.1 Customer shall deliver, or cause to be delivered, quantities of gas to MRT at receipt point(s) and will take deliveries of gas through delivery point(s), except for deliveries into and receipts out of storage, which shall be within MRT's control. MRT is not required to provide any requested service for which capacity is not available or that would require the construction or acquisition of any new facilities. However, if facilities are constructed or installed to provide such service, MRT may require Customer to reimburse MRT for such facilities in accordance with Section 6 of these General Terms and Conditions.

7.2 MRT shall not be required under any circumstances to receive or deliver gas at any receipt point or delivery point if the total quantity of gas scheduled for receipt or delivery on any day is less than that required for the accurate measurement thereof.

7.3 Pursuant to Section 10 of these General Terms and Conditions, daily deliveries of gas by MRT to Customer or for Customer's account hereunder shall be approximately equal to daily receipts of gas by MRT from Customer for transportation hereunder, less any gas retained by MRT in providing such transportation service. MRT shall have no obligation to take receipt of gas on any day that Customer fails to take delivery of equivalent quantities of gas tendered by MRT at the delivery point(s) and MRT shall have no obligation to deliver gas to Customer or for Customer's account on any day that Customer fails to deliver equivalent quantities to MRT at the receipt point(s). However, if deliveries hereunder by MRT are greater or less than the corresponding deliveries of gas by Customer for transportation, including for storage, less any gas retained for Fuel Use and LUFG, any excess or deficiency in

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GENERAL TERMS AND CONDITIONS

(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of these General Terms and Conditions in addition to any other charges or remedies to which MRT may be entitled.

7.4 MRT may, upon sixty (60) days prior written notice provided to Customer or posted on MRT's Internet web site, delete any receipt or delivery point(s) from Customer's ITS Agreement or any secondary receipt or delivery point(s) from Customers' FTS or SCT Agreements if such point(s) will no longer be available for receipts or deliveries due to the sale of facilities, abandonment, cessation of service at or to a point, or for any other similar reason.

7.5 Receipt Point(s)

(a) Pressure. Except for receipts from storage, Customer shall use due care and diligence to maintain such pressure at the receipt point(s) necessary to effect delivery of the gas at whatever working pressures exist in MRT's system at such points from time to time; in no event, however, shall Customer tender gas for transportation at a pressure greater than the maximum pressure specified for the receipt point(s) in the Service Agreement.

(b) Constant Rates. Except for receipts from storage, Customer shall deliver all gas for transportation hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

7.6 Receipt Point Pooling

(a) Except as otherwise stated herein, all pooling agreements will be subject to these General Terms and Conditions.

(b) Supply pools may be established for an MRT line (i.e., West Line, Main Line, East Line) within a rate zone by any entity which satisfies MRT's credit criteria pursuant to Section 5.4(k) of these General Terms and Conditions and executes a pooling agreement with MRT. Receipt points in one rate zone shall not be included in a pool for another rate zone.

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**Fourth Revised Sheet No. 111** Fourth Revised Sheet No. 111 : Effective

Superseding: Third Revised Sheet No. 111

GENERAL TERMS AND CONDITIONS

(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(c) A Pool Operator must nominate the daily receipt point quantities of gas to be delivered into its pool and the total daily quantity of gas to be delivered out of its pool pursuant to MRT's nomination procedures as set forth in Section 8 of these General Terms and Conditions. Each Pool Operator must also include in its nomination the daily quantities of gas it intends to deliver to each Customer out of its pool, identifying each Customer by name and contract number.

Customers desiring to receive quantities of gas from a pool must submit a nomination designating the quantity of gas to be received from the pool and the identification code of the pool, as listed in MRT's ServiceLynx system. The Customer's nomination must be made pursuant to a valid Service Agreement between MRT and the Customer. When a Customer releases capacity on a portion of a line, the Customer's firm scheduling priority for nominations from a pool on that line will be reduced by the amount of capacity released.

(d) No transfers of gas quantities between pools will be allowed during the affected month. Transfers between pools may be made pursuant to MRT's Gas Trading Program as set forth in Section 10.4 of these General Terms and Conditions.

(e) Pools will be subject to the same balancing provisions and penalties for imbalances that apply to Service Agreements.

(f) No transportation charge(s) will be assessed to Pool Owners for deliveries into or out of a pool.

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**Fifth Revised Sheet No. 112** Fifth Revised Sheet No. 112 : Effective

Superseding: Fourth Revised Sheet No. 112

GENERAL TERMS AND CONDITIONS

(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.7 Predetermined Allocations - Receipts

(a) A receipt point operator or Pool Operator, depending on whether the tender of gas will be at a physical receipt point or from a pool, will be required to provide to MRT a "predetermined allocation (PDA) methodology" for the gas to be received. Upon thirty (30) days' notice provided via posting on MRT's Internet web site, MRT may require receipt point operators and Pool Operators to provide PDAs electronically via the Internet. The PDA methodologies which may be agreed upon in accordance with NAESB Standards include: ranked, pro rata (weighted), percentage, swing, and operator provided value. The PDA methodology provided will be utilized by MRT for the allocation of receipts. MRT shall be entitled to rely conclusively on the PDA methodology. Entities affected by the allocation of gas quantities shall be entitled to know the allocation methodology utilized, except that MRT shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. MRT shall provide daily operational allocations within one (1) business day after the day of gas flow as set forth in Section 10.1 of these General Terms and Conditions. MRT may use scheduled quantities as the basis for such reports if such information is the best information available.

(b) Two welded parties should agree on who submits PDA methodology and who allocates at the point before gas flows ("allocating party").

(c) There is no need to submit PDAs if MRT has an OBA in effect for a point. At a location which is covered by an OBA, each party to the OBA will allocate its side of the location.

(d) Only one PDA allocation methodology should be applied per allocation period.

(e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.

(f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.

(g) There are two types of allocations: daily and monthly.

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*FERC Docket: RP03- 51-000*

**Second Revised Sheet No. 112A** Second Revised Sheet No. 112A :    Effective  
Superseding: First Revised Sheet No. 112A

GENERAL TERMS AND CONDITIONS  
(Continued)

7.    CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.7    Predetermined Allocations - Receipts (Continued)

(h)    The same standard allocation methodologies should be available for use at all points.

(i)    The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

(j)    MRT should accept NAESB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.

(k)    A new allocation detail may be needed when a nomination changes.

7.8    Preliminary Allocations - Receipts

MRT shall utilize the PDA methodologies in calculating the preliminary allocations of receipt quantities for Customers. Deviations from the PDA methodologies provided MRT shall only be allowed if all affected parties and MRT agree to such alternate allocation order.

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Superseding: First Revised Sheet No. 113

GENERAL TERMS AND CONDITIONS

(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.9 Actual Allocations - Receipts

The preliminary allocations, modified for any adjustments agreed upon by MRT and all parties involved, shall be considered the actual allocations. Receipt allocations shall not be changed after an imbalance has been cashed out, except changes required due to measurement adjustments and other limited circumstances, which will be specified by MRT through an Internet web site posting and will be applicable on a nondiscriminatory basis.

7.10 Flexibility for Firm Customers at Secondary Receipt Points

Firm Customers under Rate Schedules FTS and SCT may utilize any receipt point on MRT's system as a Secondary Receipt Point. In no event shall the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Receipt Point; however, Customer shall be assessed any additional charges applicable to its utilization of a Secondary Receipt Point.

7.11 Delivery Point(s)

(a) Pressure. MRT shall tender for delivery and Customers shall receive the gas at the working pressures available in MRT's system at the delivery point(s) from time to time. In no event, however, shall MRT be obligated to tender for delivery or shall Customer be obligated to receive gas at a pressure greater than the maximum pressure specified in the applicable Service Agreement.

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Superseding: Fourth Revised Sheet No. 114

GENERAL TERMS AND CONDITIONS

(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(b) Constant Rates. MRT shall tender and Customer shall receive gas transported hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

7.12 Delivery Point Aggregation

MRT will treat all the operationally similar delivery points of an integrated system as one delivery point. Such aggregated points shall be set forth on MRT's Internet web site, and shall be designated with one delivery location code.

7.13 PDA - Deliveries

(a) The PDA methodology provided will be utilized by MRT for the allocation of deliveries. Upon thirty (30) days' notice provided via posting on MRT's Internet web site, MRT may require that such PDA methodologies be provided to it electronically via the Internet. The PDA methodologies which may be agreed upon in accordance with NAESB Standards include: ranked, pro rata (weighted), percentage, swing and operator provided value. Entities affected by the allocation of gas quantities shall be entitled to know the allocation methodology utilized, except that MRT shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. MRT shall provide daily operational allocations within one (1) business day after the day of gas flow as set forth in Section 10.1 of these General Terms and Conditions. MRT may use scheduled quantities as the basis for such reports if such information is the best information available.

(b) Two welded parties should agree on who submits a PDA methodology and who allocates at the point before gas flows ("allocating party").

(c) There is no need to submit PDAs if MRT has an OBA in effect for a point. At a location which is covered by an OBA, each party to the OBA will allocate its side of the location.

(d) Only one PDA allocation methodology should be applied per allocation period.

(e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.



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**Second Revised Sheet No. 114A** Second Revised Sheet No. 114A : Effective  
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GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.

(g) There are two types of allocations: daily and monthly.

(h) The same standard allocation methodologies should be available for use at all points.

(i) The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

(j) MRT should accept NAESB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.

(k) A new allocation detail may be needed when a nomination changes.

7.14 Preliminary Allocations - Deliveries

The PDA methodology shall be utilized in making the preliminary allocations to Customers, as set forth in Section 7.13 above, or as otherwise agreed by MRT and the entity physically receiving the gas deliveries. Deviations from the PDA methodologies provided MRT shall only be allowed if all affected parties and MRT agree to the alternate allocation order.

7.15 Actual Allocations - Deliveries

(a) The preliminary allocations, as adjusted, shall be the actual allocations when the actual metered or allocated quantities are invoiced.

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*FERC Docket: RP05-436-000*

**Second Revised Sheet No. 114B** Second Revised Sheet No. 114B : Effective  
Superseding: First Revised Sheet No. 114B

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.15 Actual Allocations - Deliveries (Continued)

(i) The responsibility for calculation and reporting of allocated quantities should rest with MRT (the party responsible for accepting NAESB allocation types). MRT should provide allocation statements.

(ii) As a minimum, allocations should be provided by both contract and location.

(iii) The data elements should accommodate multi-tier allocations. If MRT chooses to support multi-tier allocations or already accepts multi-tier allocations, the data elements should accommodate it.

(b) Delivery allocations shall not be changed after an

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GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

imbalance has been cashed out pursuant to Section 10 of these General Terms and Conditions, except changes required due to measurement adjustments and other limited circumstances, which will be specified by MRT through an Internet web site posting and will be applicable on a nondiscriminatory basis.

7.16 Flexibility for Firm Customers at Secondary Delivery Points

Firm Customers under Rate Schedules FTS and SCT may utilize Secondary Delivery Points. In no event shall the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Delivery Point.

7.17 Firm Customers' Use of Intermediate Delivery Points

(a) Firm Customers under Rate Schedules FTS and SCT may utilize Intermediate Delivery Points as follows:

(i) Any delivery point on MRT's system, excluding storage, may be utilized as an Intermediate Delivery Point and is available to any Rate Schedule FTS or SCT Customer on a nondiscriminatory basis.

(ii) Any gas quantities delivered to an Intermediate Delivery Point must be redelivered into MRT's system. Customer must simultaneously submit a nomination to have the gas redelivered into MRT's system when the Customer nominates its Intermediate Delivery Point Quantities.

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*FERC Docket: RP93- 4-017*

**First Revised Sheet No. 116** First Revised Sheet No. 116 : Effective  
Superseding: Original Sheet No. 116

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(iii) Gas Quantities delivered to an Intermediate Delivery Point shall not count toward the firm Customer's MDQ.

(iv) Any gas quantities delivered to an Intermediate Delivery Point will be assessed the applicable FTS usage charge(s) or the applicable SCT rate(s) as if the gas had been transported solely over the MRT system to its ultimate point of delivery.

(v) All gas quantities delivered by MRT to Intermediate Delivery Points shall have a priority for scheduling purposes identical to that for deliveries of gas to Secondary Delivery Points.

(vi) Any gas quantities delivered to an Intermediate Delivery Point which are not redelivered to the MRT system shall be treated as deliveries to non-Intermediate Delivery Point(s) and shall count toward the firm Customer's MDQ.

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**Original Sheet No. 117** Original Sheet No. 117 :    Effective

SHEET NO. 117 HAS BEEN  
RESERVED FOR FUTURE USE

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**Fifth Revised Sheet No. 118** Fifth Revised Sheet No. 118 : Effective

Superseding: Fourth Revised Sheet No. 118

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT

8.1 Nomination Procedures

(a) General Procedures. A Customer, Pool Operator, or Customer's or Pool Operator's designee, shall submit to MRT's Client Services Department prior to the nomination deadline an electronically communicated nomination, in the format of MRT's nomination form as displayed on MRT's Internet web site, unless MRT otherwise agrees or emergency events prevent such electronic communication, containing all data elements required by NAESB Standards including the following information:

(i) MRT's Service Identification Number;

(ii) Customer's or Pool Operator's name and nomination representative;

(iii) Nomination representative's telephone and telecopier number and e-mail address;

(iv) On-behalf-of entity (if transportation is to be performed pursuant to Subpart B);

(v) The quantities to be received in Dth per day by Receipt or Pool Location Code and the quantities to be delivered in Dth per day by Delivery or Pool Location Code for each contract and the effective dates of such quantities;

(vi) The appropriate Fuel Use and LUFG deductions;  
and

(vii) All nominations should include Customer defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Customers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.

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Superseding: Original Sheet No. 118A

GENERAL TERMS AND CONDITIONS

(Continued)

8.      NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

          (viii) All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in MRT's contract or tariff.

          (b)    The Receipt and Delivery Location Codes are provided to Customers and Pool Owners in the applicable Service Agreement and are posted on MRT's Internet web site.

          (c)    If an upstream or downstream party requires additional information or additional information is otherwise required by MRT, upon notification by MRT, Customer or Pool Operator must provide such additional information as specified by MRT.

**Fourth Revised Sheet No. 119** Fourth Revised Sheet No. 119 : Effective  
Superseding: Third Revised Sheet No. 119

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(d) A separate nomination shall be submitted to MRT for each Delivery Location and Service Agreement. Once a nomination, excluding intraday nominations, has been submitted by a Customer or a Pool Operator and accepted and confirmed by MRT, such nomination shall remain in effect until the end date set forth in the nomination unless changed pursuant to the provisions of this Section 8. If an end date is not provided, the nomination end date, except for intraday nominations, will default to the last day of the month in which the nomination begin date occurs.

(e) Transfer Nominations. MRT accommodates TTT on its system via the procedures specified in this Section 8.1(e). Other than processing valid nominations to reflect the in-place transfer of gas, MRT shall be required to provide no accounting services relating to TTT.

(i) Whenever gas is purchased or sold at a receipt point on MRT's system, including storage withdrawals and pooling point(s), by an entity that is not nominating the gas for receipt by MRT under a Service Agreement, that entity must submit a transfer nomination to MRT, which identifies the Dth quantities, the entities from whom the gas is being bought, and the entities to whom the gas is being sold. Transfer nominations must be received by MRT on or before the applicable deadlines for Customer and Pool Operator nominations. If there is more than one entity which is receiving gas from a transfer nomination, the predetermined allocation methodology to be utilized for those gas deliveries will be pro rata based upon quantities specified in the transfer nomination, unless another methodology has been agreed upon. MRT shall have the right to require entities submitting transfer nominations to MRT to enter into an agreement outlining such entities' responsibilities.

(ii) A party desiring to provide TTT services which arise from or terminate with activity on MRT's system shall do so as authorized agent for the entities transferring title. If any of such entities are Customers or Pool Operators, such 3PAD shall be required to enter into an agency agreement in MRT's then current form, among the Customer or Pool Operator, MRT and the 3PAD. Customers utilizing TTT services provided by 3PADs shall nominate (or otherwise communicate in a mutually agreeable manner) the identity of their transaction counterparty along with the applicable, associated nominations-related information to the 3PAD. Failure to do so can result in the failure of the subject transaction to be communicated to and scheduled by MRT.

(f) Nomination Deadlines.



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**Seventh Revised Sheet No. 120** Seventh Revised Sheet No. 120 : Effective

Superseding: Sixth Revised Sheet No. 120

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

- (i) MRT provides the following standard nomination cycles (all times CT):
  - (A) Timely Nomination Cycle: The standard nominations timeline should be as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by MRT (including from TTTSPs), noon for quick response; 3:30 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).
  - (B) Evening Nomination Cycle: On the day prior to flow: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by MRT (including from TTTSPs); 6:30 p.m. to send quick response; 9:00 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 10:00 p.m. for MRT to provide (which, for purposes of this Section 8.1(f), shall mean, for electronic data interchange transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for other forms of transmittal, to send or post) scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from a nomination pursuant to this Section 8.1(f) (i) (B) will be effective at 9:00 a.m. on the day of flow.
  - (C) Intraday 1 Nomination Cycle: On the day of flow: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by MRT (including from TTTSPs); 10:30 a.m. to send quick response; 1:00 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 2:00 p.m. for MRT to provide scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from intraday nominations pursuant to this Section 8.1(f) (i) (C) will be effective at 5:00 p.m. on the day of flow.
  - (D) Intraday 2 Nomination Cycle: On the day of flow: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by MRT (including from TTTSPs); 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed confirmation by MRT from upstream and downstream connected parties; 9:00 p.m. for MRT to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from Intraday 2 Nominations will be effective at 9:00 p.m. on the day of flow. Bumping shall not occur due to intraday nominations pursuant to this Section 8.1(f) (i) (D).

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FERC Docket: RP04-152-000

**Fourth Revised Sheet No. 120A** Fourth Revised Sheet No. 120A : Effective

Superseding: Third Revised Sheet No. 120A

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

The quick response by MRT will be an electronic message to those parties submitting nominations electronically advising of receipt of the nomination and of any errors in communication or missing required data elements.

(ii) All nominations should be considered original nominations and should 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.

(iii) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(iv) Incomplete or Late Nominations. A Customer's or Pool Operator's failure to submit properly completed nominations may result in gas not being transported, pooled, or injected or withdrawn from storage. A Customer's or Pool Operator's failure to submit a nomination by the applicable deadline may result in delays for the requested service. Late nominations will not be accepted if such acceptance would result in the curtailment of gas previously scheduled, unless MRT and all affected parties agree to the contrary.

(g) Intraday Nominations. Any nomination submitted after the nomination deadline for the day of gas flow specified in Section 8.1(f)(i)(A) herein shall be treated as an intraday nomination. For services that provide for intraday nominations and scheduling, there will be no limitation as to the number of intraday nominations (line items as per NAESB Standard 1.2.1) which a Customer or Pool Operator may submit at any one standard nomination cycle or in total across all nomination cycles. An intraday nomination is effective only for the day specified in the nomination, must be submitted at least four (4) hours prior to the requested change in gas flow, and remains in effect through the end of such day.

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FERC Docket: RP03- 51-000

**First Revised Sheet No. 120B** First Revised Sheet No. 120B : Effective

Superseding: First Sub Original Sheet No. 120 B

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) Intraday nominations can be used to nominate new supply or market or to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.

(ii) Intraday nominations do not rollover (i.e. intraday nominations span one (1) day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intraday nomination modifies existing nomination.

(iii) MRT will give scheduling priority to service under Rate Schedule NNT and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. Otherwise, MRT will not accept or confirm an intraday nomination that would result in a change to any other Customer's or Pool Operator's scheduled and flowing quantities for that day without their prior consent. MRT will provide advance notice using the mechanisms provided for in Section 9.6 below for notifying Customers of OFOs to interruptible Customers of reductions in scheduled and/or flowing quantities resulting from intraday nominations by firm Customers in accordance with Section 8.1(f)(i) above. MRT will notify any such interruptible customer if any penalties will apply on the day its scheduled and/or flowing quantities are reduced. If MRT does not notify an interruptible Customer in advance of reductions in scheduled and/or flowing quantities due to an intraday nomination by a firm Customer, no penalties will be imposed by MRT on such interruptible Customer for the day of the reduction. No penalties other than penalties assessed during periods in which OFOs and/or curtailment orders are in effect will be imposed by MRT on interruptible Customers whose scheduled and/or flowing quantities were reduced due to firm Customers' intraday nominations.

(iv) Intraday nominations submitted on the day prior to gas flow, if scheduled, will take effect at the start of the next gas day, 9:00 a.m. central clock time.

(h) Nomination Confirmation. MRT shall contact the appropriate upstream and downstream parties to confirm the nominated quantities.

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FERC Docket: RP99-425-000

**Third Revised Sheet No. 121** Third Revised Sheet No. 121 : Effective  
Superseding: Second Revised Sheet No. 121

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) Confirmation of Nominations. Unless the confirming Parties have agreed to Confirmation by Exception, after the nomination deadline for a cycle that has passed MRT will contact the upstream pipeline or point operator for confirmation of gas deliveries to MRT, and the downstream pipeline or point operator for confirmation of gas receipts from MRT. The confirmation process will be completed between MRT and the appropriate pipeline or point operator by the times provided in Section 8.1(f)(i). MRT will make available to Customers, Pool Operators and point operators by the times provided in Section 8.1(f)(i) all scheduled and confirmed quantities. At a receipt or delivery point, unless MRT and the appropriate pipeline or point operator agree otherwise, the following shall be the confirmed quantities:

- (A) For nominations submitted pursuant to Section 8.1(f)(i)(A) above, and for intraday nominations (including nominations pursuant to Section 8.1(f)(i)(B) above) which are increases, the lesser of rule (confirmed or nominated flow) applies when confirming.
- (B) For nominations submitted during the nomination cycle described in Section 8.1(f)(i)(A) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response the lesser of the new nomination or previously scheduled quantity applies.
- (C) For nominations for increases submitted during the nomination cycles pursuant to Sections 8.1(f)(i)(B), (C) and (D) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
- (D) For intraday nominations and nominations pursuant to Section 8.1(f)(i)(B) above which are decreases, the lesser of rule (confirmed or nominated flow) applies when confirming, but in any event no less than the elapsed-prorated-scheduled quantity shall be confirmed.
- (E) For intraday nominations and nominations pursuant to Section 8.1(f)(i)(B) above which are decreases, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the nominated quantity or the elapsed-prorated-scheduled quantity shall be confirmed.

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**Second Revised Sheet No. 121A** Second Revised Sheet No. 121A : Effective

Superseding: First Revised Sheet No. 121A

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(F) If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, MRT will provide the nominating party with the following information as part of the documentation of the scheduled quantity to explain why the nomination failed, as applicable:

- (1) MRT did not conduct the confirmation;
- (2) The upstream confirming party did not conduct the confirmation;
- (3) The upstream service requester did not have the gas or submit the nomination;
- (4) The downstream confirming party did not conduct the confirmation; and
- (5) The downstream service requester did not have the market or submit the nomination.

(ii) Nomination Changes Due to Daily Imbalances. Customers, Pool Operators, and Parties to Operational Balancing Agreements with MRT are responsible for ensuring that daily flows match confirmed nominations. If MRT determines that actual daily flows under a particular agreement differ from the confirmed nominations, MRT may require prospective nomination changes by receipt or delivery point(s) in order to balance agreements as closely as possible.

(iii) At the end of each gas flow day, MRT shall make available electronically via the Internet to Customers and Pool Operators information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes.

(i) Curtailment and Interruptions in Service. MRT shall notify Customer(s) and Pool Operator(s) affected by interruptions in service or curtailment pursuant to Section 8.3 of these General Terms and Conditions as soon as practicable. MRT shall also notify the affected Customer(s) or Pool Operator(s) as soon as practicable of the resumption of service, and upon such notification, the Customer or Pool Operator shall verify the level of service desired. MRT may require a Customer or Pool Operator to submit a completed nomination specifying the level of service desired. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may provide such notices to Customers and Pool Operators electronically via the Internet.

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**Fourth Revised Sheet No. 122** Fourth Revised Sheet No. 122 : Effective

Superseding: Third Revised Sheet No. 122

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

8.2 Scheduling Procedures

(a) Storage services will be scheduled in the following order, from highest to lowest priority:

(i) Firm storage injections and withdrawals within the limits of the injection and withdrawal schedules set forth in Rate Schedule FSS.

(ii) Interruptible and authorized overrun (AOR) storage service from highest to lowest rate. In the event there is insufficient capacity or daily storage deliverability to schedule all such services at the same rate, MRT shall allocate the available capacity or daily storage deliverability pro rata based upon confirmed nominations.

(b) Definitions

(i) The term "Line Priority" shall mean the quantities on a particular line within a rate zone (i.e., West Line, Main Line or East Line) for receipts, or the sum of a Customer's Primary Delivery Point quantities on a particular line within a rate zone for deliveries pursuant to the Service Agreement being utilized, as adjusted to reflect any released capacity.

(ii) The term "Rate Zone Capacity" shall mean the total amount of firm capacity a Customer has contracted for in a particular rate zone on MRT's system pursuant to the Service Agreement being utilized, as adjusted to reflect any released capacity.

(iii) The term "Line Capacity" (West Line, Main Line, or East Line) shall mean the total amount of capacity a Customer has contracted for in a particular line based on its Primary Path pursuant to the Service Agreement being utilized, as adjusted to reflect any released capacity consistent with the terms of a temporary release. The Line Capacity on the West Line for a Customer with a forwardhaul Primary Path that includes primary receipt point(s) on the West Line shall be based on a pro rata share, specified in its Service Agreement, of the total daily amount of available capacity on the West Line.

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**Original Sheet No. 122A** Original Sheet No. 122A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

8.    NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

      (c)    Transportation services other than storage services  
scheduled in accordance with Section 8.2(a) will be scheduled in the  
following order, from highest to lowest priority:

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**Second Revised Sheet No. 123** Second Revised Sheet No. 123 : Effective  
Superseding: First Revised Sheet No. 123

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) All firm services, in the following order, from highest to lowest priority:

(A) All firm services utilizing receipt and delivery points within the Customer's Primary Path (for purposes hereof, primary points within the Reticulated System are deemed to be within the Primary Path and of equal priority), Line Priority and Rate Zone Capacity, in the following order:

(1) Firm services utilizing primary receipt points for redelivery to primary delivery points;

(2) Firm services utilizing secondary receipt points for redelivery to primary delivery points;

(3) Firm services utilizing primary receipt points for redelivery to secondary delivery points; and

(4) Firm services utilizing secondary receipt points for redelivery to secondary delivery points.

However, if there is insufficient capacity available to schedule all service within category (A) due to a constraint other than at a receipt or delivery point, all Customers affected by such constraint within this category (A) will be scheduled equally, on a pro rata basis based upon MDQ. Constraints at receipt or delivery points shall be scheduled in accordance with Section 8.2(d) below.

(B) All firm services utilizing receipt and delivery points within the Customer's Line Priority and Rate Zone Capacity, and flowing gas in the same direction as the Customer's Primary Path, not included in category (A) above, in the order set out in subcategories (A) (2) through (A) (4);

(C) All firm services utilizing receipt and delivery points within the Customer's Rate Zone Capacity, and flowing gas in the same direction as the Customer's Primary Path, not included in categories (A) and (B) above, in the order set out in subcategories (A) (2) through (A) (4); and



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Superseding: First Revised Sheet No. 123A

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(D) All firm services utilizing receipt and delivery points not included in categories (A), (B) and (C) above.

(ii) Secondary transactions which would otherwise fall within scheduling category (B) or (C) above but for the reversal of flow direction, shall continue to be scheduled within such category or applicable subcategory if, and to the extent that, such reverse flow from the Primary Path creates capacity or relieves constraints. In the event there is insufficient capacity available to schedule all firm service within a subcategory in category (A) or categories (B), (C), or (D) above, all firm Customers within that subcategory or category will be scheduled on a pro rata basis based upon MDQ; provided, however, if a Releasing Customer creates a Secondary Path for a Replacement Customer, the Replacement Customer's nomination to utilize points within such Secondary Path shall have priority over a nomination to use points within the same path by the Releasing Customer.

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Superseding: First Revised Sheet No. 124

GENERAL TERMS AND CONDITIONS  
(Continued)

8.     NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

      (iii) Customers may utilize primary points in excess of individual primary point capacity only on a secondary point basis. Quantities exceeding Rate Zone Capacity (as defined in Section 8.2(b)(ii) of the General Terms and Conditions) shall be considered authorized overrun volumes.

      (iv) All interruptible and authorized overrun services in the following order, from highest to lowest priority:

          (A) MRT shall first schedule interruptible and authorized overrun services for which the maximum rate is to be paid.

          (B) MRT shall next schedule discounted interruptible and authorized overrun services based on the rate to be paid, from highest to lowest, with service for which the highest rate is to be paid scheduled first.

      (v) In the event there is insufficient capacity to schedule all interruptible and authorized overrun services at the same rate, MRT shall allocate the available capacity pro rata based upon confirmed nominations.

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**Sixth Revised Sheet No. 125** Sixth Revised Sheet No. 125 : Effective

Superseding: Fifth Revised Sheet No. 125

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(d) When the constraint occurs only at a point and/or associated facilities, properly submitted and confirmed nominations for firm service at primary points shall have priority over firm service at secondary points. MRT shall notify any Customer whose service is to be interrupted pursuant to this provision no later than 4:30 p.m. CT on the day before the day on which such higher priority service is to commence. However, if in order to provide No Notice Transportation service pursuant to the terms and conditions of Rate Schedule NNT, MRT is required to interrupt a lower priority of service, MRT shall notify any Customer whose service is to be interrupted as soon as is reasonably practicable. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may provide such notifications to Customers electronically via the Internet.

(e) Firm secondary point scheduled quantities within MDQ plus applicable fuel shall not be interrupted during the day as a result of subsequent nominations by firm Customers desiring to utilize such points as secondary points.

(f) Previously scheduled interruptible and AOR service will not be interrupted during the day in order to provide service for a higher priority interruptible or AOR service pursuant to an intraday nomination.

(g) Nominations to make up imbalance quantities may be denied if all other services cannot be scheduled.

(h) Customers utilizing capacity within the Primary Path through the capacity release program pursuant to Section 14 of these General Terms and Conditions shall have their transactions scheduled according to the priority of the Releasing Customer's Service Agreement (i.e., Section 8.2(c)(i)(A)), and Customers utilizing a Secondary Path shall have their transactions scheduled pursuant to Section 8.2(c)(i)(B)-(D), as applicable.

(i) Deliveries out of a pool will be prioritized for scheduling purposes pursuant to Section 8.2(c) herein as a secondary receipt point and as if the pool were an actual receipt point. The scheduling of deliveries into a pool will be based on the applicable downstream Service Agreement's priorities.

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**Fourth Revised Sheet No. 126** Fourth Revised Sheet No. 126 : Effective

Superseding: Third Revised Sheet No. 126

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(j) If a Customer nominates receipts from more than one pool and a conflict arises as to which pool receives the Customer's higher scheduling priority, then the Customer's priority shall be prorated between or among the affected pools.

(k) MRT shall redetermine the priority of each Customer and Pool Operator under Section 8.2 and reallocate capacity hereunder on a periodic basis as is necessary for MRT to recognize the priority of new Customers and Pool Operators or to reflect any changes in the priorities of existing Customers and Pool Operators, to assure service to its firm Customers, and to accommodate the operational requirements of the system.

(l) MRT shall have the unqualified right to interrupt Transportation Services, Storage Services, or both at any time under MRT's interruptible rate schedules to provide service under MRT's firm rate schedules pursuant to a properly submitted nomination or under Rate Schedule NNT. MRT will give scheduling priority to service under Rate Schedule NNT and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. MRT shall interrupt interruptible and authorized overrun quantities in sequence pursuant to the priorities specified in Section 8.2 herein, from lowest to highest priority. MRT shall notify any Customer whose service is to be interrupted pursuant to this provision in accordance with Section 8.1(f)(i) above. However, if, in order to provide No Notice Transportation service pursuant to the terms and conditions of Rate Schedule NNT, MRT is required to interrupt a lower priority service, MRT shall notify any Customer whose service is to be interrupted as soon as is reasonably practicable. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may provide such notifications to Customers electronically via the Internet.

(m) In making reductions in nominated quantities during the scheduling process, MRT will use Customer or Pool Operator provided rankings for service under its Service Agreement if not in conflict with the priorities set forth in Section 8 of these General Terms and Conditions.

(n) For nominations pursuant to the cycle described in Section 8.1(f)(i)(A) above, MRT will complete the scheduling process and provide information on scheduled quantities by 4:30 p.m. CT on the day prior to gas flow.

(o) In addition to the foregoing, the scheduling, allocation and curtailment of capacity pursuant to this Section 8 shall conform to the provisions of Section 19.2 governing the negotiated and recourse rates.

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**Original Sheet No. 126A** Original Sheet No. 126A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

8.3    Curtailment of Services

(a)    MRT shall have the right to curtail or discontinue Transportation Services, Storage Services, or both in whole or in part on all or a portion of its system at any time for reasons of force majeure or when in MRT's sole judgment reasonably exercised, capacity or operating conditions so require. MRT shall provide Customers such notice of the curtailment as is reasonable under the circumstances. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may provide such notifications to Customers electronically via the Internet.

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Superseding: 2nd Sub First Revised Sheet No. 127

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(b) In the event of a curtailment pursuant to Section 8.3(a) above, interruptible and authorized overrun services shall be curtailed first. Interruptible and authorized overrun services shall be curtailed from lowest to highest rate. Interruptible and authorized overrun Customers may elect to waive discounts during curtailments; any such election shall be reflected in any discount agreement between MRT and the Customer. Interruptible and authorized overrun services at maximum rate shall be curtailed after all discounted interruptible and authorized overrun services have been curtailed. In the event that interruptible and authorized overrun service at the same rate must be curtailed, service shall be curtailed pro rata based on confirmed nominations. Following the curtailment of all interruptible and authorized overrun transportation services, firm transportation service shall be curtailed pro rata based on each Customer's MDQ in each zone. Firm Customers utilizing secondary receipt points without Line Priority will be curtailed before such Customers with Line Priority. Following the curtailment of all interruptible and authorized overrun storage withdrawals, firm storage withdrawals shall be curtailed pro rata based on each Customer's current maximum daily deliverability. Following the curtailment of all interruptible and authorized overrun storage injections, firm storage injections will be curtailed pro rata based on contracted storage capacity.

(c) All volumes received and/or taken in violation of MRT's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of gas for which a charge of \$20.00 per Dth shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption, in violation of curtailment or interruption orders issued by MRT, which orders may be given by telephone, confirmed by facsimile transmission or any other reasonable means.

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GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(d) Notices and Indemnification

MRT shall have the responsibility to inform only its Customers and the immediate upstream or downstream facility operators involved in a transaction of any curtailment or interruption. Curtailed Customers shall indemnify MRT against and hold MRT harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by MRT, which shall include any curtailment or interruptions described in any part of this section; provided, however, Customers shall not be required to indemnify MRT for any damages resulting from MRT's negligence or willful misconduct.

(e) In the event a force majeure condition occurs on MRT's system (e.g., line explosion, etc.) that is the responsibility of MRT, when alternative firm transportation arrangements cannot be agreed upon by MRT and Customer, MRT shall provide a daily credit of the Monthly Reservation Charges of the Customer equal to the actual daily quantity curtailed multiplied by the Monthly Reservation Charge computed at 100% load factor for the duration of the force majeure event.

8.4 Emergency Reallocation

(a) In the event an emergency situation, including an environmental emergency, should arise in which supplemental deliveries of gas are required in order to serve human needs or avoid substantial damage to property, MRT shall have the right to reallocate capacity and/or divert gas supplies to forestall the emergency upon receipt of verified proof that such an emergency exists, provided the aggregate of MRT's deliveries to any Customer shall not exceed the Customer's authorized MDQ. Only Customers subscribing to MRT's FSS and FTS or SCT shall be eligible to declare such an emergency.

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FERC Docket: RP00-410-003

**First Revised Sheet No. 129** First Revised Sheet No. 129 : Effective

Superseding: Original Sheet No. 129

GENERAL TERMS AND CONDITIONS

(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(b) A Customer declaring an emergency situation pursuant to this section must supply an affidavit executed by an officer or other person authorized to bind the Customer stating:

(i) An emergency exists and diversion of supplies or reallocation of capacity is necessary to serve human needs or avoid substantial damage to property. A description of the emergency and the Customer's estimate of its duration should be included;

(ii) The Customer has exhausted all available alternatives to avert the emergency;

(iii) The Customer has curtailed its use or distribution of gas other than that necessary to serve human needs or avoid substantial damage to property; and

(iv) The Customer shall indemnify MRT against damages resulting from the diversion of supplies or reallocation of capacity to meet the emergency; provided, however, Customers shall not be required to indemnify MRT for any damages resulting from MRT's negligence or willful misconduct.

(c) Within thirty (30) days of the termination of the emergency, the Customer declaring the emergency must provide MRT a complete explanation of the emergency, and a description of the steps it is taking to prevent a similar occurrence in the future. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may require Customers to provide such explanations via the Internet.

(d) Where a Customer's declaration of an emergency results in the diversion of gas supplies, the Customer shall pay MRT \$10 per Dth for the diverted supplies, which MRT will credit to the Customers whose supplies were diverted.

(e) Where a Customer's declaration of an emergency results in the reallocation of capacity, the Customer shall pay MRT \$5 per Dth per day for the reallocated capacity which MRT will credit to the Customers whose capacity was reallocated.



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*FERC Docket: RP03- 51-000*

**First Revised Sheet No. 130** First Revised Sheet No. 130 : Effective

Superseding: Original Sheet No. 130

GENERAL TERMS AND CONDITIONS  
(Continued)

8.     NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(f)     MRT shall not be liable for any damages resulting from the reallocation of capacity or diversion of supplies based upon information supplied in a Customer's affidavit under the terms of this section. A Customer which declares an emergency under this section shall be liable for any damages suffered by another Customer whose capacity is reallocated or whose gas supplies are diverted, to the extent such damages exceed the payment made by the Customer that declares the emergency.

(g)     Customers are encouraged to enter into voluntary emergency reallocation and diversion agreements in the form set forth in this tariff. Such agreements must be filed with MRT on or before October 1 and have an effective date of the following November 1. Each agreement shall remain effective for the period specified in the agreement. If no such voluntary agreement is applicable to an emergency reallocation or diversion, MRT will reallocate capacity and divert gas supplies pro rata from all Customers whose capacity or gas supplies may be used to resolve the emergency; however, MRT will not reallocate capacity or divert gas supplies when the affected Customer furnishes an affidavit certifying that such reallocation or diversion will cause another emergency situation pursuant to this section.

*Effective Date: 05/01/1996    Status: Effective*

*FERC Docket: RP96-199-000*

**First Revised Sheet No. 131** First Revised Sheet No. 131 : Effective  
Superseding: Original Sheet No. 131

SHEET NOS. 131 THROUGH 133 HAVE BEEN

RESERVED FOR FUTURE USE

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*FERC Docket: RP03- 51-000*

**First Revised Sheet No. 134** First Revised Sheet No. 134 : Effective

Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS  
(Continued)

9.     SYSTEM MANAGEMENT

9.1    MRT will at all times maintain operational control of all of its storage, transmission and other facilities. MRT shall endeavor to preserve the overall operational integrity of its system; provided, however, that MRT shall not be obligated to buy or sell gas or to install additional compression or otherwise modify its system for these purposes. Operating personnel for Customers and other entities which are physically taking delivery of gas from MRT or tendering gas to MRT shall cooperate with MRT in furtherance of this Section 9. Each Customer shall designate one or more persons for MRT to contact on operating matters at any time, 24 hours a day, every day. If MRT cannot contact any Customer because that Customer's contact person is unavailable, such Customer shall be solely responsible for any consequences arising from such failure of communication.

9.2    For the purpose of this Section 9, the overall operational integrity of MRT's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and deliverability of storage reservoirs), the overall operating performance of the entire physical system (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of adequate system pressure, total system deliverability and the quality of gas delivered.

9.3    MRT has reserved 30,000 Dth per day of storage deliverability and the right to recall an additional 70,000 Dth per day of storage deliverability pursuant to Section 4.8 of Rate Schedule FSS. Such deliverability will be used to provide no-notice deliveries, instantaneous redelivery of Customer requirements, proper line pack management, and to cover unintentional daily imbalances.

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FERC Docket: CP04-334-002

**Second Revised Sheet No. 135** Second Revised Sheet No. 135 : Effective  
Superseding: First Revised Sheet No. 135

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT

9.4 MRT shall have the unqualified right to utilize all system resources to alleviate conditions which threaten the overall operational integrity of MRT's system, or to provide services as set forth in this tariff. MRT may buy and sell gas to the extent necessary to meet its service obligations, to maintain system pressure, to manage system storage, to replenish any storage retained by MRT for system operations, to provide adequate storage inventory to support storage services except to the extent the Customer is responsible for such inventory, to maintain line pack and provide additional line pack for new facilities, to perform the cashout procedures under Section 10 of these General Terms and Conditions, and to perform other functions of MRT in connection with transportation and storage services. Nothing herein shall impose on MRT any obligation to provide a supply function to any of its transportation or storage customers; provided, however, that MRT may rely on system storage and line pack to provide instantaneous receipt and delivery and tolerances as applicable under any rate schedule. MRT shall not be liable to any person for actions taken for these purposes except for MRT's negligence or undue discrimination.

Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-003

**First Revised Sheet No. 136** First Revised Sheet No. 136 : Effective

Superseding: Original Sheet No. 136

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

9.5 If, in MRT's sole discretion, it is necessary or desirable in order to preserve the overall operational integrity of MRT's system, MRT may issue:

- (a) Operational Flow Orders, or
- (b) System Protection Warnings.

9.6 MRT will post Operational Flow Orders and System Protection Warnings on its Internet web site or provide notice to its Customers by any other reasonable means.

9.7 Operational Flow Orders

(a) An Operational Flow Order may be noticed if MRT determines that (i) pressures in its pipeline, system, or in a portion or portions thereof, threaten to move, or have moved, beyond the normal minimum or maximum operating ranges for such system or portion(s); (ii) actual storage activity, on a cumulative basis, threatens to move, or has moved, beyond cumulative daily scheduled injections and/or withdrawals of its firm Customers; (iii) system receipts and/or deliveries threaten to move, or have moved, into a range which would impinge upon line pack and storage capacity determined by MRT as prudently required to be retained for operations and flexibility to meet changing conditions; (iv) safe and efficient operation of MRT's system, or segments thereof, consistent with applicable laws, regulations, orders and standard industry operating practices is threatened; (v) operational action is required due to the occurrence of an event of force majeure or in order to maintain or repair physical facilities; or (vi) for any other reason, including operating conditions, weather and actions of any Customers contrary to rights and obligations under this tariff, MRT's projected system deliverability or operational integrity, including the ability to provide any Customer its firm service entitlement, is threatened or compromised. The operational conditions that would cause MRT to issue a System Protection Warning and/or Operational Flow Order shall be posted, and quantified, to the extent practicable, on MRT's Internet web site and updated from time to time, as necessary.

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**First Revised Sheet No. 136A** First Revised Sheet No. 136A : Effective

Superseding: Original Sheet No. 136A

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

The Operational Flow Order shall identify with specificity the type of Operational Flow Order which is being issued (Standard or Emergency Response), the operational problem to be addressed, the action(s) Customers must take, the time by which Customers must take the specified action(s), the period during which the order will be in effect, and the conditions which will cause the Operational Flow Order to end. To the extent that the effective period of the OFO is dependent on operational variables, MRT will post information about the status of such variables during the effective period of such OFO, as soon as practicable after, and to the extent that, such information becomes available to MRT. MRT will provide as much advance notice to affected Customers as is operationally feasible before issuing an Operational Flow Order. When MRT issues an Operational Flow Order with less than twenty-hour notification, it will send to the Commission a detailed explanation of all relevant information specific to that individual situation to justify the issuance of the Operational Flow Order. To the extent operationally feasible, MRT will post System Protection Warnings on its Internet web site to advise Customers of the possibility of conditions that may lead to an OFO and/or that an OFO may be issued. Any such posting shall constitute prior notice that an OFO may be imminent.

(b) Consistent with the provisions in Section 9.7(a) above, MRT will issue two types of Operational Flow Orders:

(i) Standard Operational Flow Orders are defined as pre-emptive or preventive actions or measures that neutralize or reduce threats to, or otherwise preserve, as determined by MRT in its sole discretion, the integrity of all or a portion of its system; and

(ii) Emergency Response Operational Flow Orders are defined as actions or measures required by MRT that neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of its system which requires immediate response as determined by MRT in its sole discretion.

(c) An Operational Flow Order may require a Customer to take any of the following actions, or similar actions:

(i) In the case of a storage Customer, to inject gas into or withdraw gas from storage in accordance with a schedule ordered by MRT. Injections or withdrawals may be required at any time during the year.

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**Third Revised Sheet No. 137** Third Revised Sheet No. 137 : Effective

Superseding: Second Revised Sheet No. 137

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

(ii) Commence or increase supply inputs into MRT's system or at specific points, or shift such supply inputs (in whole or in part) to different points; or, alternatively, cease or reduce deliveries from MRT's system or at specific points.

(iii) Cease or reduce supply inputs into MRT's system or at specific points; or, alternatively, commence or increase deliveries of gas from MRT's system or from specific points, or shift deliveries to different points.

(iv) Eliminate transportation imbalances.

(v) Change the storage/supply delivery mix.

(vi) Conform actual receipts and deliveries to scheduled receipts and deliveries.

(vii) Delay changes in deliveries up to twenty-four hours to account for the molecular movement of gas.

(viii) Such other actions as are within Customer's control which would tend to alleviate the situation to be addressed.

(c) No penalties will apply to actions taken in accordance with Operational Flow Orders. Imbalances attributable to complying with Operational Flow Orders which are not eliminated during the current month will be valued at the applicable average weekly price used to determine the Index Buy or Index Sell Price, as applicable, for the week in which such imbalances occurred. MRT shall provide a

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FERC Docket: RP95- 7-000

**First Revised Sheet No. 138** First Revised Sheet No. 138 : Effective  
Superseding: Original Sheet No. 138

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

daily reservation charge credit to each Customer whose firm capacity is diminished by an Operational Flow Order issued as a result of MRT's negligence. The daily reservation charge credit shall be equal to the actual daily diminution of capacity multiplied by the Customer's Monthly Reservation Charge computed at 100% load factor for the duration of the Operational Flow Order.

(d) MRT may issue an Operational Flow Order requesting that a Customer exceed its Primary Receipt Point or Primary Delivery Point MDQ, but compliance with such a request shall be voluntary.

(e) MRT may issue an Operational Flow Order requiring Customers to increase receipts into MRT's system at the NGPL-Clinton County and Trunkline-Clay County receipt points to replicate the system flows necessary to preserve the overall operational integrity of the system. MRT may need to issue Operational Flow Orders at these critical points at any time. Each Customer's pro rata share of any such receipt requirement shall be based on the ratio of its Primary Receipt Point MDQ at those receipt points to the total Primary Receipt Point MDQ of all Customers at those receipt points. If a Customer does not increase receipts into MRT's system at the NGPL-Clinton County and Trunkline-Clay County receipt points in response to an Operational Flow Order issued pursuant to this subsection, the Customer shall not be subject to a penalty; however, any diminution of MRT's East Line deliverability of any amount which results from the Customer's failure to comply with such an Operational Flow Order shall be borne by the noncomplying Customer(s). At all other receipt points, in response to Operational Flow Orders, Customers must increase receipts up to their Receipt Point MDQs to the extent that they have sufficient gas supplies available to enable them to comply with such Operational Flow Orders.



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**Second Revised Sheet No. 139** Second Revised Sheet No. 139 : Effective  
Superseding: First Revised Sheet No. 139

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

(f) Any Customer which fails to adjust its receipts and/or deliveries in compliance with an Operational Flow Order, subject to the other provisions of this section, shall be assessed a penalty for the quantity variance between the Customer's conduct and the conduct required by the OFO, as follows: (i) if MRT has issued a Standard Operational Flow Order, there shall be a penalty of \$10.00 per Dth, and the Highest Daily Reference Spot Price, per Dth, shall be added to such penalty amount; and (ii) if MRT has issued an Emergency Response Operational Flow Order, there shall be a penalty of \$25.00 per Dth, and the Highest Daily Reference Spot Price, per Dth, shall be added to such penalty amount. The Highest Daily Reference Spot Price is defined as the highest spot price during the OFO period, which price shall be determined in the same manner as the daily prices used to calculate the Index Sell Price in Section 10.3 of these General Terms and Conditions. The Customer shall not be subject to such penalties and charges if Customer has complied within a reasonable range, which range shall be specified in the Operational Flow Order to the extent operationally feasible. Variances which improve system integrity will not be penalized. During periods in which OFOs are in effect, unless critical circumstances dictate otherwise, OFO penalties will not be imposed when a nomination is required to comply with the OFO and the Customer has not been given an opportunity to correct the circumstances giving rise to the OFO.

(g) Any Customer failing to abide by an Operational Flow Order issued pursuant to this Section shall be subject to any applicable penalties, shall be responsible for damages, and shall indemnify MRT against any claims by third parties resulting from the Customer's failure to comply with the Operational Flow Order.

(h) MRT shall maintain a log on its Internet web site of the Operational Flow Orders it issues, which shall show the date and time the Operational Flow Order was issued; the duration of the Operational Flow Order; the action the Customer(s) was ordered to take; the factors causing the Operational Flow Order to be issued; and the factors causing the Operational Flow Order to be lifted. Each log entry will remain posted on the Internet web site for at least thirty (30) days.

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FERC Docket: RP06-267-000

**Second Revised Sheet No. 139A** Second Revised Sheet No. 139A : Effective

Superseding: First Revised Sheet No. 139A

GENERAL TERMS AND CONDITIONS

(Continued)

9. SYSTEM MANAGEMENT (Continued)

(i) MRT may invoke the provisions of this Section 9 to suspend or limit a Customer's right to segment a Primary Path, or otherwise limit aspects of segmentation.

9.8 System Protection Warnings

(a) To the extent operationally feasible, MRT will post a System Protection Warning if MRT anticipates problems which threaten overall operational integrity on any portion or all of its system. The System Protection Warning will identify the portion of MRT's system which is affected, the nature of the potential system integrity problem, recommendations regarding Customer actions and/or alternatives which would result in the lowest likelihood and/or most limited application of an OFO, and the estimated duration of the warning. It will also state whether the potential system integrity problem is anticipated to be caused by excess gas or a gas deficiency.

(b) While a System Protection Warning is in effect, Customers are required to minimize any variances between scheduled quantities and actual flows. Customers are also required to minimize any imbalance between receipts and deliveries. Deviations from scheduled quantities or imbalances which benefit overall system operation will be permitted without penalty.

(c) Receipt and delivery of make up gas pursuant to Section 10 may be suspended while a System Protection Warning is in effect. Make up quantities which benefit overall system operations may be permitted without penalty.

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*FERC Docket: RS92- 43-006*

**Original Sheet No. 140** Original Sheet No. 140 :    Effective

SHEET NOS. 140 THROUGH 143 HAVE BEEN

RESERVED FOR FUTURE USE

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*FERC Docket: RP00-410-003*

**Second Revised Sheet No. 144** Second Revised Sheet No. 144 : Effective

Superseding: Substitute First Revised Sheet No. 144

GENERAL TERMS AND CONDITIONS

(Continued)

10.    TRANSPORTATION BALANCING

10.1 Customers shall use their best efforts to avoid delivering or receiving quantities of gas which deviate from the quantities of gas scheduled by MRT for transportation and redelivery hereunder, and shall keep MRT advised of any material deviations from the quantities scheduled. Each Customer shall have the responsibility to maintain a concurrent balance between receipts and deliveries, adjusted for appropriate fuel reimbursement, based upon the best information available to the Customer. MRT will provide to its Customers through its electronic communication system gas flow information each day and Customers will be able to access such information. MRT shall also make available to each Customer any other information regarding daily receipts and daily deliveries for Customer's account which MRT possesses.

10.2 If deliveries by MRT are greater or less than the corresponding receipts of gas by MRT for transportation, less any gas retained for fuel reimbursement, the imbalance shall be adjusted or corrected in accordance with the terms of this section in addition to any other charges or remedies to which MRT may be entitled.

*Effective Date: 05/01/1996    Status: Effective*

*FERC Docket: RP96-199-000*

**First Revised Sheet No. 145** First Revised Sheet No. 145 : Effective  
Superseding: Original Sheet No. 145

SHEET NO. 145 HAS BEEN

RESERVED FOR FUTURE USE

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**Sixth Revised Sheet No. 146** Sixth Revised Sheet No. 146 : Effective

Superseding: Fifth Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS

(Continued)

10. TRANSPORTATION BALANCING (Continued)

10.3 Monthly Balancing

(a) On or before the date on which MRT renders the invoice for the prior month's services, MRT shall notify each Customer receiving service under Rate Schedule FTS, ITS or SCT, or Pool Operator, in writing or electronically, of the Customer's or Pool's estimated or actual imbalance based upon the quantities received and delivered in the prior month. Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may provide such notification only through electronic means via the Internet.

(b) MRT shall determine the imbalance quantity for each month on a Dth basis.

(c) No Notice Transportation (NNT) Service Monthly Balancing Option

(i) Unless MRT otherwise agrees, an NNT Customer must prospectively notify MRT of its election to use the monthly balancing option contained in this Section 10.3(c). Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such notification to be provided electronically via the Internet.

(ii) If MRT receives such notification, MRT will automatically adjust an NNT Customer's storage injections or withdrawals to accommodate the Customer's variance between actual receipts and actual deliveries under a transportation contract, adjusted for fuel reimbursement in accordance with the terms and conditions of the NNT balancing option selected. Such adjustments to injections or withdrawals must conform to the schedules set forth in Rate Schedule FSS and the provisions related thereto.

(d) Cash Balancing

(i) Each monthly imbalance quantity will be assigned a dollar value based upon the level of the imbalance and the charts set forth in this Section 10.3. The cash-out prices shall be the highest and lowest weekly average spot prices for each zone for each month (the "Index Sell" and "Index Buy" Prices, respectively) using published listings of weekly average spot prices in Gas Daily or other standard industry publication for gas delivered at locations identified by MRT (or, if an appropriate spot price is not published, a weighted average based on multiple spot prices) and posted prior to each month by MRT on

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**Fifth Revised Sheet No. 147** Fifth Revised Sheet No. 147 : Effective

Superseding: Fourth Revised Sheet No. 147

GENERAL TERMS AND CONDITIONS

(Continued)

10. TRANSPORTATION BALANCING (Continued)

its Internet web site. All editions of the industry publication utilized which cover gas prices for the applicable month will be used to calculate the Index Buy and Index Sell Prices for that month, and if a weekly price contains days for two months, that weekly price will be used for the earlier month only.

For Customers which have aggregate monthly imbalances of 1,000 Dth or less, MRT will cash-out such imbalances at the monthly average price, which shall be determined by taking the simple arithmetic average of the average weekly prices used to determine the Index Buy and Index Sell Prices. For Customers with aggregate monthly imbalances in excess of 1,000 Dth, MRT will cash-out such imbalances based on the applicable imbalance percentages and prices stated in the chart below.

(ii) The dollar value of each Customer's imbalance will be calculated by zone after netting and aggregating same zone imbalances across multiple contracts, if applicable, for a Customer by multiplying each incremental current month Dth imbalance quantity by the applicable Index Buy or Index Sell Price. For over-received quantities (Customer imbalances consisting of an excess of receipts over deliveries), an Index Buy Price will be used to calculate the payment or invoice credit amount due Customer. The Index Buy Price will be the lowest of the average weekly prices for the month in which the imbalance was incurred. For over-delivered quantities (Customer imbalances consisting of an excess of deliveries over receipts), an Index Sell Price will be used to calculate the amount Customer will be invoiced for payment to MRT. The Index Sell Price will be the highest of the average weekly prices for the month in which the imbalance was incurred.

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FERC Docket: RP00-410-003

**Original Sheet No. 147A** Original Sheet No. 147A : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

Imbalance Percentage (Ratio of Imbalance to Actual Deliveries)	Dollar Value Applied Over-Received Quantities	Dollar Value Applied Over-Delivered Quantities
0-5%	100% of the applicable Index Buy Price	100% of the applicable Index Sell Price
>5-10%	90% of the applicable Index Buy Price	110% of the applicable Index Sell Price
>10-15%	80% of the applicable Index Buy Price	120% of the applicable Index Sell Price
>15-20%	70% of the applicable Index Buy Price	130% of the applicable Index Sell Price
>20%	60% of the applicable Index Buy Price	140% of the applicable Index Sell Price



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*FERC Docket: RP05-129-000*

**Sixth Revised Sheet No. 148** Sixth Revised Sheet No. 148 : Effective

Superseding: Fifth Revised Sheet No. 148

GENERAL TERMS AND CONDITIONS

(Continued)

10. TRANSPORTATION BALANCING (Continued)

(iii) MRT shall "cash out" a Customer's current month's imbalance(s) at any time after the end of that month by paying or crediting (which shall be at MRT's option) to the Customer or by receiving from the Customer the dollar value of the imbalance. After no notice storage adjustments and gas trading have occurred, any remaining excess receipts in a zone will be transported (and charged applicable transportation charges and fuel charges and/or allowances) to any zone with excess deliveries in order to reduce the imbalances in each zone prior to cashing out the imbalance.

(iv) Imbalances attributable to complying with Operational Flow Orders will be valued at the average weekly price used to determine the Index Buy or Index Sell Prices, as applicable, for the week in which such imbalances occurred.

(v) In determining the over-received and over-delivered quantities for the month, MRT will utilize the data provided pursuant to Section 10.3(a) above.

(vi) Prior to the date of the cash out, each Customer may reduce its imbalance through the Gas Trading Program provisions set forth in Section 10.4 hereof.

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FERC Docket: RP05-129-000

**Seventh Revised Sheet No. 149** Seventh Revised Sheet No. 149 : Effective

Superseding: Sixth Revised Sheet No. 149

GENERAL TERMS AND CONDITIONS

(Continued)

10. TRANSPORTATION BALANCING (Continued)

(vii) Any imbalances resulting from revised flow information that are determined after the transportation or storage for that month has been billed will be cashed out at the average of the applicable Index Buy and Index Sell prices for the month being adjusted after any necessary revised NNT storage adjustments have been made. However, if the adjusted imbalance is in the opposite position than the original imbalance (i.e., original imbalance was over-deliveries and adjusted imbalance was over-receipts or vice versa) then the adjusted imbalance will be credited or charged at the original Index Buy or Index Sell Price, up to the original imbalance, and any remaining adjusted imbalance will be credited or charged at such average price.

(viii) No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

10.4 Gas Trading Program

(a) The Gas Trading Program will be available to permit one Customer to trade gas with another Customer to offset imbalances incurred during the same month. All imbalance trades shall operate to reduce imbalances for both Customers involved, and no imbalance trade shall create or increase an imbalance for a Customer.

(b) Once a Customer has been notified of its prior month imbalance as provided in Section 10.3(a) above, a Customer may request that MRT post on its Internet web site the imbalance quantity, zone and whether the imbalance quantity is owed to MRT or to the Customer. Such request shall be made electronically via the Internet in the form prescribed by MRT. In such case, provided such notification is received prior to 11:45 a.m. on a business day, MRT will post Customer's imbalance no later than 8:00 a.m. on the next business day. Additionally, a Customer may notify MRT prior to the time of imbalance notification that Customer desires to have its imbalance for the month posted and MRT will post such imbalance on or before the ninth (9th) business day of the month next following. Customer shall specify the date through which its imbalances are to be posted and shall provide a name, telephone number and e-mail address of a contact person. Customers shall have the ability to view and download such postings. Parties interested in negotiating a trade must contact directly the posting Customer.

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FERC Docket: RP05-129-000

**Third Revised Sheet No. 149A** Third Revised Sheet No. 149A : Effective  
Superseding: Second Revised Sheet No. 149A

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

(c) (i) To consummate a gas trade, whether resulting from an imbalance posting or otherwise, one of the Customers agreeing to trade must telecopy or e-mail to MRT in the form prescribed by MRT, a request for imbalance trade providing such Customer's (the initiating trader) name, and contact person's name, and telephone numbers and e-mail addresses, the name of the other Customer who is a party to the trade, the month and year the imbalances were incurred, imbalance type for each party to the trade, the zone in which the imbalances were incurred, the imbalance quantity to be traded and such other information as MRT may require.

Additionally, the confirming trader shall transmit an imbalance trade confirmation to MRT via telecopy or e-mail, in the form prescribed by MRT, indicating whether such party accepts or declines the imbalance trade. Upon thirty (30) days notice via posting on MRT's Internet web site, MRT may require requests for imbalance trade and imbalance trade confirmations to be provided electronically via the Internet.

(ii) If MRT receives an imbalance trade confirmation prior to 11:45 a.m. on a business day, MRT will send an imbalance trade notification to the initiating trader and confirming trader no later than noon on the next business day. Upon thirty (30) days' notice via posting on MRT's Internet web site, MRT may begin providing imbalance trade notifications electronically via the Internet. MRT will only approve trades which will not harm MRT operationally or financially. MRT will indicate its approval or rejection on the imbalance trade notification provided to the parties involved. MRT will then transfer the receipt quantities traded between the appropriate Customers.

(iii) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by MRT. Imbalance trades will be reflected on the cash-out invoice next following such trade.

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**First Revised Sheet No. 149B** First Revised Sheet No. 149B : Effective

Superseding: Original Sheet No. 149B

GENERAL TERMS AND CONDITIONS  
(Continued)

10.    TRANSPORTATION BALANCING (Continued)

      (d)    For each month, the Gas Trading Period during which MRT will permit posting and trading of imbalances incurred in the prior month shall begin on the ninth (9th) business day of the month and shall continue until the seventeenth (17th) business day of such month, unless MRT extends the Gas Trading Period by posting on its Internet web site.

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**Fifth Revised Sheet No. 150** Fifth Revised Sheet No. 150 : Effective

Superseding: Fourth Revised Sheet No. 150

GENERAL TERMS AND CONDITIONS

(Continued)

10. TRANSPORTATION BALANCING (Continued)

(e) Monthly imbalance dollar values will be recalculated for gas trades. If the applicable transportation charges would change because of the gas trade, the trading Customers will be individually responsible for the resulting billing adjustment for their individual contracts.

10.5 Operational Balancing Agreements

(a) MRT will enter into Operational Balancing Agreements (OBAs) with entities whose facilities interconnect with MRT's facilities as required by FERC regulations. MRT shall negotiate in good faith and enter into such OBAs with such interconnecting entities on a not unduly discriminatory basis in the basic form of agreement set forth as part of this tariff or, at MRT's option, in the basic form of agreement set forth in the interconnecting party's tariff.

(b) MRT shall require interconnecting entities with which it is required to enter into OBAs to demonstrate that there is electronic gas measurement or similar equipment to provide accurate and timely flow information at the interconnection point. Additionally, the interconnecting entity must satisfy the credit criteria set forth in Section 5 of these General Terms and Conditions.

(c) OBAs will set forth a mutually agreeable procedure for dealing with imbalances between scheduled flows and actual flows at the point of interconnection. If and to the extent that an OBA governs an imbalance at an interconnection point, the Customers

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GENERAL TERMS AND CONDITIONS  
(Continued)

10.    TRANSPORTATION BALANCING (Continued)

utilizing the point will be credited with the amount of gas scheduled for receipt or delivery. Any imbalance will be treated as an imbalance between the interconnecting entity and MRT, in accordance with the terms of the OBA.

(d)    MRT may suspend OBAs during a System Protection Warning, as set forth in the OBA's terms.

(e)    PDA methodologies need not be submitted pursuant to Section 7.7 of these General Terms and Conditions for points at which an OBA is in effect.

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*FERC Docket: RP95- 7-000*

**Original Sheet No. 152** Original Sheet No. 152 :    Effective

SHEET NOS.    152 THROUGH 155 HAVE BEEN

RESERVED FOR FUTURE USE

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FERC Docket: RS92- 43-006

Original Sheet No. 156 Original Sheet No. 156 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

11. POSSESSION OF GAS AND RESPONSIBILITY

11.1 Control and Possession. As between Customer and MRT, Customer shall be deemed to be in exclusive control and possession of the gas prior to the delivery of such gas to MRT at the receipt point(s) and after the gas has been tendered to or for the account of Customer by MRT at the delivery point(s). MRT shall be deemed to be in exclusive control and possession of the gas transported only while it is in MRT's facilities between the receipt point(s) and delivery point(s).

11.2 Responsibility and Liability. The party deemed to be in control and possession of the gas to be transported as provided in Section 11.1 above shall be fully responsible for and shall indemnify and hold harmless the other party with respect to any and all losses (except losses of gas resulting from events of force majeure) incurred due to or resulting from any claims, suits, causes of action, liabilities or damages arising from or in connection with the first party's control and possession of the gas (including all court costs and reasonable attorneys' fees). In the event of force majeure, the owner of the gas is responsible for any gas losses.

11.3 Limitation of Liability. As between Customer and MRT, it is understood and agreed that neither party shall be liable in contract or in tort (excluding actions based on claims of negligence or willful misconduct) to the other party, or to any other claimant, for special, indirect, incidental or consequential damages, including without limitation, lost profits, and, in the case of Customer, any part of the expenses incurred by Customer in securing alternative services which exceeds the amount Customer would have paid for services hereunder, resulting from any performance, nonperformance or delay in performing its obligations.

11.4 Warranty of Title. Customer warrants that it will have good title or a current contractual right to acquire title to all gas delivered, or caused to be delivered, by it to MRT free and clear of all liens, encumbrances and claims whatsoever. Customer further represents and warrants that it will pay and satisfy, or make provision for the



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**Original Sheet No. 157** Original Sheet No. 157 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

11. POSSESSION OF GAS AND RESPONSIBILITY (Continued)

payment and satisfaction of, any taxes and all claims of every nature whatsoever in, to, or in respect of gas delivered by it; and Customer hereby agrees to defend at its cost, and, when notified by MRT, to indemnify, and defend if requested by MRT, MRT against all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claims to the gas delivered to MRT. MRT assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas delivered at the receipt point(s) and Customer or its seller shall pay all such royalties or other interests upon or in respect to such gas.

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FERC Docket: RS92- 43-006

Original Sheet No. 158 Original Sheet No. 158 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

12. FORCE MAJEURE

12.1 Definition. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military authority, civil disturbances, explosions, breakage, accidents, emergency tests, maintenance or repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, inability to obtain or unavoidable delay in obtaining material and equipment, interruption of service under any necessary transportation or exchange agreement affecting service under the applicable Service Agreement and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.

12.2 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, other than the obligation to make payment, insofar as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall insofar as possible be remedied with all reasonable dispatch.

13. UNAUTHORIZED GAS

13.1 Any quantity of gas delivered to MRT's system which was not scheduled under and which cannot be identified as being delivered pursuant to a currently effective Service Agreement or Pool Agreement, or which cannot be allocated to any Operational Balancing Agreement, will be treated as unauthorized gas. MRT shall give notice in writing to the appropriate Pool Operator or Point Operator of the unauthorized

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**First Revised Sheet No. 159** First Revised Sheet No. 159 : Effective

Superseding: Original Sheet No. 159

GENERAL TERMS AND CONDITIONS  
(Continued)

13. UNAUTHORIZED GAS (Continued)

gas, and such notice will be posted on MRT's Internet web site. The unauthorized gas posting will remain on the Internet web site for the lesser of ninety (90) days or until a valid claim has been received by MRT.

13.2 If a valid claim and a valid assignment to either a Service Agreement, Pool Agreement, or Operational Balancing Agreement are received:

(a) Within three (3) business days of the posting, no penalty shall be assessed under this Section, but penalties pursuant to other tariff provisions may be assessed.

(b) After three (3) business days but within sixty (60) calendar days of the posting, MRT shall assess a penalty of \$.50 per Dth to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.

(c) After sixty (60) calendar days of the posting, MRT shall assess a penalty of \$1.00 per Dth to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.

13.3 If a valid claim and a valid assignment to a Service Agreement, Pool Agreement, or Operational Balancing Agreement are not received within ninety (90) calendar days of the notice, MRT shall retain such unauthorized gas at no cost to MRT, free and clear of any adverse claims.

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**Original Sheet No. 160** Original Sheet No. 160 :    Effective

SHEET NOS. 160 AND 161 HAVE BEEN

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**Third Revised Sheet No. 162** Third Revised Sheet No. 162 : Effective

Superseding: Second Revised Sheet No. 162

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE

14.1 Definitions

(a) The term "Approved Bidder" shall mean any Potential Bidder that has met MRT's credit criteria as set forth in Section 5.4 of these General Terms and Conditions.

(b) The term "Best Bid" shall mean the Qualifying Bid of the highest value that meets the objective and nondiscriminatory economic standard set forth in the Releasing Customer's Release Offer, or the economic standard set forth in Section 14.7 herein if the Releasing Customer did not include such standard in its Release Offer, and that meets all other terms and conditions of the Release Offer.

(c) The term "Bid" shall mean an offer to take assignment of capacity pursuant to a Release Offer subject to this Section.

(d) The term "Highest Rate" shall mean the highest unit rate (expressed in dollars) submitted in a Qualifying Bid.

(e) The term "Replacement Capacity Agreement" shall mean, for a particular release transaction, the Service Agreement comprised of the notice of award of capacity posted on MRT's Internet web site and the terms of the form of Service Agreement under the applicable rate schedule, which forms are located in this tariff and posted on MRT's Internet web site.

(f) The term "Maximum Firm Transportation Charge" shall mean MRT's maximum applicable tariff reservation rate(s) applicable to the released capacity, plus all fees, surcharges, transition, or other costs owed by the Releasing Customer to MRT.

(g) The term "Net Revenue" shall mean the amount calculated as provided in Section 14.7(c)(i)(A) below multiplied by the release term (in months).

(h) The term "Potential Bidder" shall mean any person or entity who desires to place a bid for a Release Offer pursuant to this Section.

(i) The term "Pre-Arranged Release" shall mean the binding agreement between a Releasing Customer and a Pre-Arranged Replacement Customer pertaining to the release of firm capacity, subject to this Section 14.

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**Third Revised Sheet No. 163** Third Revised Sheet No. 163 : Effective

Superseding: Second Revised Sheet No. 163

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(j) The term "Pre-Arranged Replacement Customer" shall mean a person or entity who has entered into a Pre-Arranged Release with a Releasing Customer for firm capacity rights.

(k) The term "Present Value" shall have the same meaning as unit bid value calculated as set forth in Section 14.7(c) below.

(l) The term "Qualifying Bid" shall mean an offer from an Approved Bidder to take assignment of capacity pursuant to a Release Offer that meets the minimum terms and conditions of the Release Offer and the terms and conditions of this tariff.

(m) The term "Release Offer" shall mean the information required by Section 14.3 herein provided by a Releasing Customer that desires to assign its Part 284 firm capacity, excluding any capacity certificated pursuant to Part 157 of the Commission's regulations, to a Replacement Customer.

(n) The term "Releasing Customer" shall mean any Customer holding firm capacity on MRT's system that desires to release its capacity on a temporary or permanent basis subject to the terms and conditions set forth in this Section 14.

(o) The term "Replacement Customer" shall mean a Customer receiving firm capacity rights of a Releasing Customer pursuant to a Release Offer under this Section 14.

(p) The term "Winning Bid" shall mean the Best Bid as determined by Section 14.7 herein.

(q) The term "Winning Bidder" shall mean the Approved Bidder that submits the Winning Bid or, as applicable, a Pre-Arranged Replacement Customer who exercises the right to match the Winning Bid pursuant to Section 14.5(c)(ii) below.

14.2 Availability

(a) Any Releasing Customer may utilize the procedures set forth in this Section 14 to offer to release all or any part of its Part 284 firm capacity on a temporary or permanent basis. A Releasing Customer must utilize MRT's Internet web site for the posting of its Release Offer for bid as set forth herein or for the transmittal of information for posting to MRT's Internet web site pursuant to Sections 14.5(c)(i) and 14.5(d).

**Substitute Fourth Revised Sheet No. 164** Substitute Fourth Revised Sheet No. 164 : Effective  
Superseding: Fourth Revised Sheet No. 164

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(b) Any party desiring to obtain capacity on MRT's system may transmit for posting to MRT's Internet web site notice of its capacity needs; however, any capacity released to such parties must be released in accordance with the terms and conditions set forth herein.

(c) A Replacement Customer shall not be eligible to take service at Negotiated Rates for purposes of any capacity release transaction subject to this Section 14.

14.3 Basic Terms of Release Offers

(a) Except for Pre-Arranged Releases as provided in Sections 14.5(c)(i) and 14.5(d), a Releasing Customer must notify MRT of its Release Offer by transmitting its Release Offer to MRT's Internet web site for posting. A Release Offer shall contain the following information:

(i) The quantity of firm capacity to be released, which shall not be greater than the Releasing Customer's maximum daily contract quantity as set forth in its contract.

(ii) The specific path of the released capacity, including the receipt and delivery point capacity which will be released. Subject to the terms of Section 35 of these General Terms and Conditions, the release can be for all or any portion of the Releasing Customer's Primary Path capacity, including any portion or segment of the Releasing Customer's Primary Path, and any receipt and delivery points within the Primary Path, subject to the priority of firm Customers utilizing such points as primary points. Additionally, a Customer can create and release Secondary Path capacity through segmentation procedures as set forth in Section 35 of these General Terms and Conditions. Firm Customers shall not release capacity on any segment in excess of their MDQ. A Releasing Customer desiring to release a segment

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GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

of its Primary Path or to release a Secondary Path must specify the receipt and delivery points for the segment being released. Releasing Customer may request Primary Receipt and/or Delivery Points for the Primary Path Segment being released within the Primary Path up to its entitlement on that segment and for the unreleased Primary Path Segment within the Primary Path up to its entitlement on that segment. Releasing Customer may also request Primary Receipt and/or Delivery Points outside its Primary Path, subject to the entitlements and terms set forth in Section 35 of these General Terms and Conditions. In cases where new primary points are requested, the capacity release schedule set forth in Section 14.4 below shall not apply, but the requests will be processed as soon as practicable, which in most cases should be no longer than two (2) business days after receipt, and the release shall then be processed in accordance with Section 14.4 (b) or (c), as applicable. The establishment of any such primary points shall be subject to the terms of this tariff and the availability of capacity.

(iii) The term of the release, which term must be for at least one day (commencing at any of the effective times for standard nomination cycles specified in Section 8.1(f)(i) above).



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**Seventh Revised Sheet No. 165** Seventh Revised Sheet No. 165

Superseding: Sixth Revised Sheet No. 165

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(iv) The minimum and the maximum price for the released capacity (stated in either dollars and cents or as a percentage of MRT's Maximum Firm Transportation Charge). Such rates shall be no less than MRT's minimum applicable tariff reservation rate(s) applicable to the released capacity and shall not be greater than the Maximum Firm Transportation Charge, for releases with terms greater than one year, which may be stated as a one-part rate no greater than the one hundred percent (100%) load factor equivalent of MRT's Maximum Firm Transportation Charge. Releases for a term of one year or less are not subject to MRT's Maximum Firm Transportation Charge ceiling, and the rates may also be stated as a one-part rate. MRT will support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(v) The full legal name and identification number of any Pre-Arranged Replacement Customer, and whether there is an affiliate relationship between the Releasing Customer and such Pre-Arranged Replacement Customer, if the Releasing Customer has already found a willing purchaser for its capacity.

(vi) Whether the Pre-Arranged Replacement Customer is an asset manager as defined in Section 284.8(h)(3) of the Commission's regulations, or as a marketer participating in state-regulated retail access programs as defined in Section 284.8(h)(4).

(vii) An objective and nondiscriminatory economic standard for determining the Winning Bid. The capacity release schedule set forth in Section 14.4 below shall not apply unless the Releasing Customer selects one of the following economic standards: Highest Rate, Net Revenue, or Present Value. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).

(viii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.

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**Fourth Revised Sheet No. 165A** Fourth Revised Sheet No. 165A

Superseding: Third Revised Sheet No. 165A

GENERAL TERMS AND CONDITIONS

Continued

14. CAPACITY RELEASE (Continued)

(ix) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.

(x) If Releasing Customer does not wish to receive notifications regarding Replacement Customer's creditworthiness (as described in Section 14.10(b) below), a statement to that effect.

(xi) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer. Releases pursuant to Section 14.5(c)(iii) below shall contain the information required by Section 284.8(h)(3) or (4) as applicable of the Commission's regulations.

(xii) Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity.

(b) The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall (including, but not limited to, limitations on providing recall notification on a non-business day and otherwise on recall notification periods which may be used by Releasing Customer other than as set forth in subsection (iv) below) and reput, if applicable, its capacity. When capacity is recalled, it may not be reput for the same day. The deadline for notifying MRT of a reput is 8:00 a.m. on the day before gas flow.

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FERC Docket: RP03-466-000

**Sixth Revised Sheet No. 166** Sixth Revised Sheet No. 166 : Effective

Superseding: Fifth Revised Sheet No. 166

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(i) If the recall will not result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the recall shall be self-implementing. The Releasing Customer shall submit a revised nomination to MRT by electronic nomination via the Internet indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon MRT's receipt of the revised nomination and thereafter MRT shall allocate all gas quantities transported utilizing the recalled capacity to the Releasing Customer. The Releasing Customer shall provide notification of the recall to the Replacement Customer and any other affected party.

(ii) If the recall will result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the Releasing Customer shall submit a revised nomination to MRT in accordance with the deadlines set forth in subsection (iv) below. As provided in Rate Schedule NNT, NNT Customers' nominations to utilize their recalled capacity shall not be subject to those deadlines. The Releasing Customer shall provide prior notice of its recall to MRT by electronic transmission via the Internet unless MRT, the Releasing Customer, and the Replacement Customer agree otherwise. The Releasing Customer shall also provide notification of the recall to the Replacement Customer and any other affected party.

(iii) In the event of a dispute respecting any recall, MRT shall be entitled to rely on the revised nomination provided MRT by the Releasing Customer indicating the recall in allocating gas quantities and assessing the applicable charges, and the Releasing and Replacement Customers shall indemnify and hold MRT harmless in any dispute involving the recall from any costs, damages, or expenses resulting from MRT's reliance on the revised nomination.

(iv) Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity as follows:

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**First Revised Sheet No. 166A** First Revised Sheet No. 166A : Effective

Superseding: Original Sheet No. 166A

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(A) Timely Recall Notification:

- (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day Timely Nominations are due (Central Clock time).

(B) Early Evening Recall Notification:

- (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;
- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time).

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**Original Sheet No. 166B** Original Sheet No. 166B : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(C) Evening Recall Notification:

- (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 5:00 p.m. on the day that Evening Nominations are due;
- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time).

(D) Intraday 1 Recall Notification:

- (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

(E) Intraday 2 Recall Notification:

- (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

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**Original Sheet No. 166C** Original Sheet No. 166C : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

If a Releasing Customer provides recall notification to MRT prior to the deadlines specified in (A) through (E) above and such notifications are received between 7:00 a.m. and 5:00 p.m., MRT will provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. If MRT receives recall notification after 5:00 p.m. and prior to 7:00 a.m., it will provide notification to all affected Replacement Customers no later than 8:00 a.m.

- (v) (A) Releasing Customer shall provide recall notification to MRT by submitting a nomination to MRT by electronic nomination via the Internet. The recall notification shall specify the recall notification period for the specified effective day and the recall quantity, which shall be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity, as well as any other information needed to uniquely identify the capacity being recalled.

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**Original Sheet No. 166D** Original Sheet No. 166D : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

- (B) MRT will notify Replacement Customers of recalls via Internet e-mail unless otherwise agreed. The Replacement Customer must provide MRT with up to two Internet e-mail addresses to be used in such notification process in Replacement Customer's bid or confirmation of prearranged release. Such recall notification information shall be posted on MRT's Internet web site as part of the capacity release award. Replacement Customer shall be responsible for providing updates to MRT of such e-mail addresses, as necessary, and for notifying the Releasing Customer of such updates and MRT shall have no liability or responsibility for Replacement Customer's failure to provide updated recall notification information. Updated recall notification information, including the effective date of such new information, must be provided to MRT in writing or electronically via the Internet as specified by MRT. MRT has no obligation to provide notification until Replacement Customer provides an Internet e-mail address for that purpose. MRT's recall notification will indicate if penalties will apply for the day for which quantities are reduced due to a capacity recall.
- (c) Releasing Customers shall not require any credit evaluation criteria separate from the criteria set forth in Section 5.4(k) of these General Terms and Conditions.

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*FERC Docket: RP09-262-000*

**Eighth Revised Sheet No. 167** Eighth Revised Sheet No. 167

Superseding: Substitute Seventh Revised Sheet No. 167

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Procedure and Schedule for the Submission of Release Offers for  
Posting and Bid on MRT's Internet Web Site

(a) The schedule set forth in (b) and (c) below for the capacity  
release process is applicable to any party participating in a capacity  
release if:

(i) all information relating to the Release Offer  
provided by the parties to the release is valid;

(ii) any potential bidder is deemed to be an Approved  
Bidder pursuant to Section 14.6(a) and (b);

(iii) there are no special terms and conditions of the  
release offer;

(iv) the Release Offer contains one of the following  
bid evaluation and award methodologies: Highest Rate, Net  
Revenue, Present Value; and

(v) there is no request to establish new or  
additional segment primary points in the Release Offer.

Release Offers not in compliance with the conditions set forth herein  
will be processed according to the schedule set forth at Section  
14.4(g).

(b) For biddable releases (one (1) year or less):

(i) offers should be tendered by 12:00 p.m. CT on any  
business day;

(ii) open season ends no later than 1:00 p.m. CT on a  
business day (evaluation period begins at 1:00 p.m. during which  
contingency is eliminated, determination of best bid is made, and  
ties are broken);



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**Fifth Revised Sheet No. 167A** Fifth Revised Sheet No. 167A

Superseding: Substitute Fourth Revised Sheet No. 167A

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(iii) evaluation period ends and award posting if no match required at 2:00 p.m. CT;

(iv) match or award is communicated by 2:00 p.m. CT;

(v) match response by 2:30 p.m. CT;

(vi) where match required, award posting by 3:00 p.m. CT;

(vii) The Winning Bidder's bid for capacity, or the posting of the Prearranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.

(c) For biddable releases (greater than one (1) year):

(i) offers should be tendered by 12:00 p.m. CT four (4) business days before award;

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*FERC Docket: RP03-466-001*

**Fourth Revised Sheet No. 167B** Fourth Revised Sheet No. 167B : Effective

Superseding: Third Revised Sheet No. 167B

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(ii) open season ends no later than 1:00 p.m. CT on the business day before timely nominations are due (open season is three business days);

(iii) evaluation period begins at 1:00 p.m. CT during which contingency is eliminated, determination of best is made, and ties are broken;

(iv) evaluation period ends and award posting if no match required at 2:00 p.m. CT;

(v) match or award communicated by 2:00 p.m. CT;

(vi) match response by 2:30 p.m. CT;

(vii) where match required, award posting by 3:00 p.m. CT;

(viii) The Winning Bid, or the posting of the Prearranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.

(d) (i) The Replacement Customer may submit nominations to use capacity acquired under this Section 14 at the first available nomination opportunity afforded to Customers by MRT contemporaneous with or after the completion of the Replacement Capacity Agreement.

(ii) All Release Offers submitted to MRT for posting on any non-business day or after 12:00 p.m. on any business day shall be subject to the bidding period set forth in Section 14.4 (b) or (c), as applicable, beginning on the next succeeding business day.

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FERC Docket: RP09-612-000

**Sixth Revised Sheet No. 168** Sixth Revised Sheet No. 168

Superseding: Fifth Revised Sheet No. 168

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(e) Releasing Customers may request posting periods longer than the applicable minimum periods set forth herein, and such requested posting periods shall be set forth in the Releasing Customer's Release Offer.

(f) No changes will be allowed to Release Offers posted on the Internet web site, but a Releasing Customer may withdraw its Release Offer at any time before the close of the posting period if the Releasing Customer notifies MRT electronically via the Internet that the Releasing Customer has an unanticipated need for the capacity and if no bids meeting the minimum requirements set forth in the Release Offer have been received.

(g) For releases that are not in conformance with Section 14.4(a) (non standard releases) unless provided otherwise in this tariff, all such releases communicated electronically via the Internet to MRT will be processed as soon as practicable and will be posted not later than two (2) business days after receipt, and then shall be processed in accordance with Section 14.4(b) or (c), as applicable.

14.5 Pre-Arranged Replacement Customers

(a) A Releasing Customer may pre-arrange to assign all or any part of its firm capacity to any person or entity before notifying MRT of its intent to release. If this occurs, the Releasing Customer must include the name of its Pre-Arranged Replacement Customer in the Release Offer transmitted to MRT's Internet web site for posting pursuant to Section 14.3 or in the information transmitted to MRT's Internet web site for posting pursuant to Sections 14.5(c)(i) and 14.5(d).

(b) A Pre-Arranged Replacement Customer that is not an Approved Bidder must comply with Sections 14.6(a) and (b) before it shall become a Replacement Customer.

(c) Releasing Customer with a Pre-Arranged Replacement Customer may release its capacity without bidding in the following circumstances:

(i) If the release is for a term greater than one year at the Maximum Firm Transportation Charge;

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**Original Sheet No. 168A** Original Sheet No. 168A

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(ii) If the release is for a term of 31 days or less; or

(iii) If the Pre-Arranged Replacement Customer is a qualified asset manager as defined in Section 284.8(h)(3) of the Commission's regulations or a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4). Releases under this subsection (c)(iii) must contain the information required by such regulations, including the volumetric level of the Replacement Customer's delivery or purchase obligation and the time periods during which that obligation is in effect.

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*FERC Docket: RP09-262-000*

**Seventh Revised Sheet No. 169** Seventh Revised Sheet No. 169

Superseding: Substitute Sixth Revised Sheet No. 169

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(i) The Releasing Customer must transmit notice of such releases to MRT's Internet web site in accordance with the schedule set forth below.

(A) Timely Cycle

- (1) posting of prearranged deals not subject to bid due by 10:30 A.M;
- (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(B) Evening Cycle

- (1) posting of prearranged deals not subject to bid due by 5:00 P.M;
- (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(C) Intraday 1 Cycle

- (1) posting of prearranged deals not subject to bid due by 9:00 A.M;
- (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

(D) Intraday 2 Cycle

- (1) posting of prearranged deals not subject to bid due by 4:00 P.M;
- (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

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*FERC Docket: RP09-262-000*

**Second Revised Sheet No. 169A** Second Revised Sheet No. 169A

Superseding: First Revised Sheet No. 169A

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

Unless the release is exempt from bidding as described above, the Release Offer will be posted on MRT's Internet web site and bids will be accepted for the Release Offer in accordance with the applicable posting and award periods set forth in Section 14.4. If more than one Qualifying Bid is the Best Bid and the Release Offer does not specify a tie-breaking criterion, then MRT will use the tie breaking criteria set forth in Section 14.7(b). If the Pre-Arranged Replacement Customer agrees to match the Winning Bid, then it will be awarded the capacity; otherwise the capacity will be awarded to the Approved Bidder with the Winning Bid.

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**Ninth Revised Sheet No. 170** Ninth Revised Sheet No. 170

Superseding: Eighth Revised Sheet No. 170

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(d) A release exempted from bidding pursuant to Section 14.5(c)(ii) above shall not be extended, continued or re-released to the same Pre-Arranged Replacement Customer without being subject to the bidding procedures set forth in this Section 14 unless

(i) such release is exempted from bidding pursuant to Section 14.5(c)(i) or (iii) above; or

(ii) at least twenty-eight (28) days after the first thirty-one (31) days or less release period has ended.

Pre-Arranged Replacement Customers may submit nominations to use capacity acquired under this Section 14 at the first available nomination opportunity afforded to Customers by MRT contemporaneous with or after the compliance with all notification and confirmation requirements provided for in this Section 14.5.

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*FERC Docket: RP03-466-003*

**Original Sheet No. 170A** Original Sheet No. 170A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14.    CAPACITY RELEASE (Continued)

        (e)    The posting of the notice of the Prearranged Release shall be binding. The notice of the Prearranged Release as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement.

14.6    Bidding for Release Offers

        (a)    In order to become an Approved Bidder, any Potential Bidder must apply to MRT by providing in writing the information necessary to perform a credit evaluation pursuant to Section 5.4(k) of these General Terms and Conditions. Such information must be provided in writing. Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such information to be provided electronically via the Internet.



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**Second Revised Sheet No. 171** Second Revised Sheet No. 171 : Effective

Superseding: First Revised Sheet No. 171

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(b) Upon a satisfactory credit appraisal by MRT, the Potential Bidder shall become an Approved Bidder.

(c) MRT will maintain an Approved Bidders list in its business office and on its Internet web site.

(d) Any Approved Bidder desiring to submit a bid for a Release Offer must transmit its bid for posting to MRT's Internet web site during the applicable bid periods as set forth in Section 14.4 above. After review by MRT and deletion of the Approved Bidder's identity and the affiliate and/or agent information described in Section 14.6(d)(v) below, MRT will post the bid on its Internet web site. All bids for released capacity are subject to the terms and conditions set forth below. Submission of a bid to MRT shall constitute the Approved Bidder's agreement to pay MRT the applicable rates and charges posted in the Release Offer and any additional charges applicable under this tariff (including, but not limited to, charges for utilization of secondary points), and to abide by the terms and conditions of this tariff, as on file and in effect from time to time.

(i) All bid prices must comply with the requirements of the Release Offer and be made in increments of cents equal to those set forth in MRT's currently effective tariff rates.

(ii) All bids are binding. Approved Bidders may withdraw their bids during the applicable posting period if MRT receives electronic notice of withdrawal via the Internet prior to the close of the period; however, any Approved Bidder withdrawing its bid shall not submit a new bid for the same Release Offer at a rate lower than its previous, withdrawn bid. If a bid is not withdrawn, any subsequent bid received by MRT from the same Approved Bidder for the same Release Offer will be invalid.

(iii) Bids may contain any contingencies or conditions, but any contingencies or conditions must be fully described including the last date by which the bid shall be null and void if such contingency or condition does not occur.

(iv) Bids outside of the posting period specified in the posted Release Offer or bids that do not comply with the Release Offer and the terms and conditions herein will be deemed invalid.

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**First Revised Sheet No. 171A** First Revised Sheet No. 171A :    Effective

Superseding: Original Sheet No. 171A

GENERAL TERMS AND CONDITIONS

(Continued)

14.    CAPACITY RELEASE (Continued)

(v) Bids must indicate whether there is an affiliate relationship between the Releasing Customer and the Approved Bidder. If the bid is for a permanent release, the Approved Bidder must provide the name of any agent or asset manager managing such bidder's transportation service, and if awarded the release, the Approved Bidder shall have a continuing obligation to notify MRT of any change in status relating to its agent or asset manager.

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FERC Docket: RP09-262-000

**Fifth Revised Sheet No. 172** Fifth Revised Sheet No. 172

Superseding: Fourth Revised Sheet No. 172

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

14.7 Awarding Released Capacity to Approved Bidders

(a) After the close of the bidding period, MRT shall review all bids submitted and determine if any bid meets the terms and conditions set forth in the applicable Release Offer and the terms and conditions set forth in this section. MRT shall also verify that each Approved Bidder continues to meet MRT's credit criteria. Except as provided in Section 14.8(b) below, MRT will not be obligated to award released capacity to a Potential Bidder, Approved Bidder or Prearranged Replacement Customer until and unless such bidder or customer meets MRT's creditworthiness requirements applicable to all services such bidder or customer receives from MRT, including the service represented by the capacity release. If the bid meets these conditions, then it will be deemed a Qualifying Bid. MRT will then determine the Best Bid(s) from the Qualifying Bids received that meet(s) the objective, non-discriminatory conditions of the Releasing Customer's Release Offer.

(b) If only one Qualifying Bid is the Best Bid, then that bid shall be the Winning Bid. If there are two or more Best Bids and the Releasing Customer failed to provide a standard for determining the Winning Bid as set forth in Section 14.3(a) (ix), the released capacity will be awarded to the Approved Bidder that submitted its bid first. If two or more Best Bids are received by MRT at the same time, MRT shall use a lottery to select the Winning Bid from among those Best Bids. If capacity offered for release remains after determination of the Best Bid and the Releasing Customer does not specify another method for disposition of such capacity, then MRT will determine from among the remaining Qualifying Bids the next Best Bid and proceed in the same manner until all the offered capacity has been awarded to Approved Bidders submitting Qualifying Bids.

(c) Unless specifically requested otherwise by a Releasing Customer in its Release Offer, Qualifying Bids for released capacity shall be evaluated using the economic standard as set forth below.

MRT shall calculate a bid value and unit bid value for each Qualifying Bid and shall determine the Winning Bid as follows:

(i) For each month, the MDQ and reservation charge per Dth stated in the Qualifying Bid shall be multiplied together to derive a gross monthly revenue figure. If the Qualifying Bids contain volumetric-based charges permitted by the Release Offer, then the

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Superseding: Second Revised Sheet No. 173

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

gross monthly revenue figure shall also be multiplied by:  
(A) the average monthly transportation flow (in percentage terms) that the Releasing Customer stated should be assumed for bid evaluation hereunder, if any; or (B) otherwise, ten percent (10%).

(ii) Each gross monthly revenue figure shall be discounted to a net present value figure as of the first day of the capacity release as set forth in the Release Offer, using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission.

(iii) The net present value figures for the proposed release shall be summed, and such sum shall be the bid value.

(iv) The unit bid value is defined to equal the bid value divided by the product of: (A) the highest capacity quantity (in Dth) sought in the Qualifying Bid for any day; multiplied by (B) the release term (in months) in the Release Offer; and multiplied further by (C) thirty and four-tenths (30.4).

(v) The Qualifying Bid which produces the highest unit bid value will be deemed to be the Best Bid.

(d) If there is no Winning Bid for the Releasing Customer's capacity, the Releasing Customer may resubmit its Release Offer to MRT's Internet web site for another posting period, and may modify any of the terms and conditions of its previous Release Offer.

(e) MRT will post the names of, and affiliate and, as appropriate, agent information for, all Winning Bidders for released capacity pursuant to Sections 14.4(b) and (c) above.

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FERC Docket: RP00-410-003

**Third Revised Sheet No. 174** Third Revised Sheet No. 174 : Effective  
Superseding: Second Revised Sheet No. 174

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

14.8 Permanent Release of Firm Capacity

(a) If a Releasing Customer releases its capacity permanently, MRT's approval of the Pre-Arranged Replacement Customer or the Winning Bidder shall not relieve the Releasing Customer of its liability to MRT for any difference between the Releasing Customer's Maximum Firm Transportation Charge (or, if MRT and the Releasing Customer have agreed to a different rate, the agreed upon rate) plus any other liabilities of the Releasing Customer to MRT, and the Winning Bidder's rate, unless, in cases where the Releasing Customer has agreed to pay MRT's Maximum Firm Transportation Charge, the Pre-Arranged Replacement Customer or Winning Bidder agrees to pay MRT the Maximum Firm Transportation Charge for the released capacity and agrees to assume all other obligations of the Releasing Customer. MRT's decision to relieve the Releasing Customer of its liability to MRT shall be reasonably exercised on a not unduly discriminatory basis. Unless the Releasing and Replacement Customer agree otherwise, the Releasing Customer shall remain liable for any exit fee negotiated by and between MRT and the Releasing Customer that is associated with the permanent release of the Releasing Customer's capacity. MRT may not unilaterally impose an exit fee on a Releasing Customer.

(b) If the Pre-Arranged Replacement Customer does not meet the credit criteria set forth in Section 5.4(k) of these General Terms and Conditions, the Releasing Customer may still permanently release its capacity to such Replacement Customer if it agrees to indemnify MRT for all charges and costs that may be incurred by the Replacement Customer for the remaining term of the Releasing Customer's Service Agreement.

14.9 Contracting for Released Capacity

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GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(a) The Replacement Capacity Agreement shall contain the Replacement Customer's receipt and delivery points, MDQ, Primary or Secondary Path, as applicable, Line Priority and Rate Zone Capacity. A Replacement Customer's Line Priority with respect to a Secondary Path shall be the quantities released by the Releasing Customer consistent with its existing Line Priority on a particular line within a rate zone for receipts, and the sum of delivery point quantities on a particular line within a rate zone for deliveries.

(b) Subject to MRT's tariff and the terms of the Release Offer, each Replacement Customer assumes the rights and obligations of the Releasing Customer, including the use of Secondary Receipt and Delivery Points associated with the Primary or Secondary Path released.

(c) Any Replacement Customer under a temporary release may not request a change in Primary Receipt or Primary Delivery Point(s) unless the original Releasing Customer has evidenced its agreement to any such change by including it in its Release Offer.

14.10 Allocation of Quantities and Billing for Releases

(a) MRT will track a Replacement Customer's quantities for the term of the release, and allocate quantities and charges between a Releasing Customer and a Replacement Customer for services and penalties accordingly. In the event of an intraday capacity release recall, MRT will determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity and the Releasing and Replacement Customers' applicable contract entitlements to line, zone and point capacity shall be adjusted accordingly. Variations to the use of Elapsed Prorata Capacity may be necessary to reflect the nature of MRT's tariff, services and/or operational characteristics. MRT shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of recall. The amount of capacity allocated to the Replacement Customer(s) will equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity or other tariff-specific variations of the Elapsed Prorata Capacity as described above.

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**Original Sheet No. 175A** Original Sheet No. 175A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14.    CAPACITY RELEASE (Continued)

(b)    MRT will simultaneously credit the Releasing Customer for amounts billed to the Replacement Customer subject to any agreement between the Releasing Customer and MRT regarding credits in excess of amounts which Releasing Customer is obligated to pay MRT (any such agreement will be entered into pursuant to MRT's Negotiated Rate authority set forth in Section 19.2 below). The credits given the Releasing Customer shall be net of any usage or volumetric charges, imbalance charges, and penalties billed the Replacement Customer for the actual transportation or storage.

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Superseding: Second Revised Sheet No. 176

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(c) If payment is not received from the Replacement Customer as set forth in this section, then MRT shall reverse the credit(s) given the Releasing Customer unless or until the Replacement Customer remits the payment due. MRT shall notify the Releasing Customer as soon as practicable of the Replacement Customer's payment delinquency, and the Releasing Customer shall be entitled to recall the capacity released from the defaulting Replacement Customer upon ten (10) days written notice if the Replacement Customer's failure to pay continues for thirty (30) days after payment is due. Defaults of Replacement Customers shall be treated by MRT in accordance with Section 17 of these General Terms and Conditions. Any defaulting Replacement Customer shall be prohibited from bidding for released capacity or entering into a new Replacement Capacity Agreement, and such Replacement Customer may have further services from MRT suspended so long as the defaulting Replacement Customer fails to remit payment for the contracted released capacity. Each Releasing Customer shall remain liable to MRT for monthly reservation fees, surcharges, transition costs, and any other direct bill amounts. The Releasing Customer shall not be liable for charges or penalties incurred by the Replacement Customer as a result of the Replacement Customer's own conduct.

(d) Unless the Releasing Customer specifies otherwise in the applicable Release Offer or Pre-Arranged Release, MRT will provide the Releasing Customer with Internet e-mail notification, reasonably proximate in time with any of the following formal notices given by MRT to the Releasing Customer's Replacement Customer(s), of the occurrence of any of the following:

- (i) Notice regarding past due, deficiency, or default status pursuant to this tariff;
- (ii) Notice regarding suspension of service;
- (iii) Notice regarding contract termination due to default or credit-related issues; and
- (iv) Notice that Replacement Customer is no longer creditworthy and has not provided credit alternatives pursuant to this tariff.



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**Original Sheet No. 176A** Original Sheet No. 176A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14.    CAPACITY RELEASE (Continued)

14.11 Release by Replacement Customers

All Replacement Customers may re-release their capacity subject to the terms and conditions for release as set forth herein and, for segmented releases, in Section 35 of these General Terms and Conditions.

14.12 Release of Firm Storage Service

(a)    Any Releasing Customer shall be permitted to release its firm storage capacity under Rate Schedule FSS utilizing the procedures set forth in this Section 14. All Pre-Arranged Replacement Customers and Winning Bidders for such capacity shall be subject to the terms and conditions of Rate Schedule FSS.

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**Third Revised Sheet No. 177** Third Revised Sheet No. 177

Superseding: Second Revised Sheet No. 177

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(b) The Releasing Customer shall be solely responsible for the transfer of title for any gas in storage that the Releasing Customer desires to make to any Replacement Customer. Any in-field gas transfer shall be subject to the terms and conditions of Rate Schedule FSS, and MRT shall in no respect be liable as a result of any dispute involving such in-field gas transfers. If the Releasing Customer proposes to require, or requires, a transfer-in-place of part or all of its gas in storage in conjunction with its release of firm storage rights (whether at the commencement and/or termination of such release), it shall so specify in its offer of release and such transfer(s) shall be implemented contemporaneously with the release and/or termination thereof, as applicable.

14.13 Other Terms and Conditions

(a) MRT reserves the right to review any and all postings made to its Internet web site and to reject or remove any such postings that do not comply with the terms and conditions of this Section. MRT will notify the affected parties of the rejection or removal of any postings not in compliance with this Section.

(b) MRT shall in no respect be liable to Releasing Customers or Approved Bidders for errors or omissions in their postings, except as a result of MRT's negligence.

14.14 Marketing Fees

If MRT and any Releasing Customer agree, MRT will actively market a Releasing Customer's capacity for the agreed upon consideration. Such agreement shall be in writing, and shall be entered into at MRT's option.

14.15 MRT's Right to Terminate a Temporary Release.

MRT may elect to terminate a temporary Replacement Capacity Agreement(s) upon no less than thirty (30) days' written or electronic notice, under the following conditions:

- (a) (i) The Releasing Customer has failed to make payment when due under any or all of its Service Agreement(s) and/or has failed to maintain solvency or demonstrate creditworthiness (or provide assurance of payments) in accordance with the provisions of this tariff; and

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SHEET NOS. 178 THROUGH 182 HAVE BEEN

RESERVED FOR FUTURE USE

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**Original Sheet No. 179** Original Sheet No. 179 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(c) Notwithstanding any other provisions of this tariff, if MRT elects to terminate a Replacement Customer's storage Service Agreement prior to the end of the term specified in the Service Agreement pursuant to this section, Replacement Customer shall be required to eliminate any quantities left in storage by withdrawing such quantities in the manner specified by MRT over the notice period prior to termination. If MRT is unable to withdraw from storage any of such quantities due to operational conditions on the MRT system, the withdrawal period shall be extended accordingly. Replacement Customer may also transfer title to gas remaining in storage to another Customer pursuant to the terms and conditions of Section 5 of Rate Schedule FSS. If Replacement Customer's gas is not withdrawn during the period specified in this section, MRT will "cash-out" such quantities without any trading or netting, but otherwise in the manner provided in Section 10 of the General Terms and Conditions, based on the greater than 20% tier and the lowest Index Buy Price calculated over the term of the release, unless MRT agrees otherwise. MRT will credit the proceeds of such cash-out to the Replacement Customer.

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**Sheet Nos. 180 - 182** Sheet Nos. 180 - 182 :    Effective

SHEET NOS. 180 THROUGH 182 HAVE BEEN  
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Superseding: 1st Rev First Revised Sheet No. 183

GENERAL TERMS AND CONDITIONS

(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL

15.1 All firm transportation and storage services for primary terms of less than twelve (12) consecutive months of service and/or for rates less than the applicable maximum rate, all transactions for which the parties have agreed that a negotiated rate may apply and all interruptible transportation and storage services, shall be deemed to have been terminated and abandoned pursuant to Section 7(b) of the Natural Gas Act upon the expiration or termination of the contracts governing such services except as may be otherwise provided in Section 15.3 below. Any such services provided by MRT under individually authorized certificates shall be deemed abandoned upon the expiration or termination of the contracts governing such services.

15.2 MRT shall offer on a basis that is not unduly discriminatory to all Customers that agree to contract for firm transportation or firm storage service with MRT for a primary contract term of two (2) years or more the following evergreen provision:

This Agreement shall become effective as of \_\_\_\_\_ and shall continue for a primary term ending \_\_\_\_\_; provided, however, that this Agreement shall continue to be in effect thereafter unless and until terminated by either MRT or Customer by written notice or electronically via the Internet as permitted or required by MRT, to the other delivered at least one (1) year prior to the date of intended termination.

15.3 All firm transportation and storage services for primary terms of twelve (12) or more consecutive months of service, or, if service is only available for terms of less than twelve (12) consecutive months of service, primary terms of more than one (1) year, each at the maximum applicable recourse rates or, if MRT and Customer have so agreed, at other rates, shall be deemed to have been terminated and abandoned upon the expiration or termination of the agreements governing such services, subject to the following terms and conditions:

(a) At least six (6) calendar months before the expiration date of the firm Service Agreement, the firm capacity holder must notify MRT whether or not the capacity holder wants to exercise its right of first refusal with respect to its firm capacity pursuant to the procedures in this Section 15. The firm capacity holder may not exercise its right of first refusal with respect to any other points other than its Primary Points, but may exercise such right for less than the full quantity

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GENERAL TERMS AND CONDITIONS  
(Continued)

15.    TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL

associated with such Primary Points. Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such notification to be provided electronically via the Internet. If the firm capacity holder either elects not to exercise its right of first refusal or fails to notify MRT of its election to exercise its right of first refusal in the time set forth herein, then MRT shall post notice of the future availability of the firm capacity on its Internet web site and allocate it in accordance with the provisions of Section 5 of these General Terms and Conditions.

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Superseding: Second Revised Sheet No. 184

GENERAL TERMS AND CONDITIONS

(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

(b) An existing firm capacity holder that desires to retain its firm capacity will not be subject to the bidding procedures set forth herein if the firm capacity holder agrees to pay MRT's maximum applicable firm transportation rate for a term of five (5) years or more, and enters into the appropriate form of Service Agreement with MRT reflecting such agreement. MRT shall offer the evergreen provision set forth in Section 15.2 of these General Terms and Conditions to the agreeing existing firm capacity holder.

(c) After the firm capacity holder notifies MRT as provided for in Section 15.3(a) herein, if the firm capacity holder desires to exercise its right of first refusal but does not agree to the provisions of Section 15.3(b), then MRT shall post notice of the potential availability of the firm capacity on its Internet web site. Such Internet web site notice shall describe the quantity and path of the firm capacity, and the duration of the posting period, which period shall not be less than thirty (30) calendar days, during which time MRT will receive bids for the capacity. In addition, the Internet web site notice shall indicate whether MRT is willing to receive bids for the available capacity at a level below MRT's maximum applicable firm transportation rate but greater than a certain rate floor, and any minimum term or volume conditions.

(d) If a firm capacity holder's agreement contains an evergreen provision, such agreement shall not be deemed to have expired until all evergreen rights have been honored.

15.4 Bidders for part or all of the capacity available shall transmit their bids to MRT in writing. Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such bids to be transmitted electronically via the Internet. MRT will consider only bona fide bids for the firm capacity. A bid will be considered bona fide if, in addition to a price and term, which term may not exceed five (5) years, the bid also includes:

(a) a statement that, if its bid is ultimately accepted, the bidder will agree to meet the terms and conditions of this tariff, including the credit criteria contained herein; and



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GENERAL TERMS AND CONDITIONS

(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

(b) a prepayment of the lesser of \$10,000 or the total of two (2) months reservation charges for the amount of capacity bid upon, which shall be credited to the bona fide bidder's service if it contracts for the capacity, or which will be refunded with interest calculated in accordance with the Commission's regulations if the bona fide bidder is not awarded the capacity.

15.5 MRT shall evaluate all bona fide bids submitted for all or part of the available firm capacity applying the same economic standard as MRT utilizes to evaluate bids under the Capacity Release Program, provided that for ROFR purposes, Section (iv) and (v) of Section 14.7(c)(i) shall not be utilized. MRT will not be obligated to provide firm service or accept any bid at less than MRT's maximum applicable tariff rate(s).

15.6 If two or more bona fide bids qualify as the best bid, then MRT will select the first bid received as the bid that the existing capacity holder must match. If two or more bona fide qualifying bids are received by MRT at the same time, MRT shall use a lottery to select the bid that the existing capacity holder exercising its right of first refusal must match. An existing capacity holder may have to match more than one bid if each bid is for only part of the existing capacity holder's capacity.

15.7 If MRT determines that the best bid is acceptable, then MRT shall notify the firm capacity holder that elected to exercise its right of first refusal in writing or electronically via the Internet at least thirty (30) days before the expiration of its firm Service Agreement of the best bid(s), as determined pursuant to Section 15.5, it must match in order to retain all or part of its capacity. MRT shall also post on its Internet web site the best bid(s), or MRT shall post that no acceptable bid(s) were received by MRT for the available capacity. The firm capacity holder must respond in writing to MRT's notice of the best bid(s) and elect whether or not to match the competing bid(s) within fifteen (15) days of receipt of MRT's notice under this provision. Upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require that such response and election be provided to MRT electronically via the Internet. If the existing firm capacity holder agrees to match the best bid(s), MRT shall tender a Service Agreement in the applicable format as described in Section 2.7 of the General Terms and Conditions above, for the firm capacity identical to the best bid(s) matched. The

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**Substitute Third Revised Sheet No. 186** Substitute Third Revised Sheet No. 186 : Pending  
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GENERAL TERMS AND CONDITIONS  
(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

existing firm capacity holder shall have thirty (30) days from the date the agreement is tendered to execute and return the Service Agreement to MRT in the same format in which it was tendered. If the existing firm capacity holder declines to match the best bid(s) or fails to respond within the time period specified herein, MRT shall notify the bidder(s) that made the best bid(s) of the availability of the firm capacity, and shall tender a firm Service Agreement to that bidder(s).

15.8 If no bona fide bid(s) for the available capacity is received which are acceptable to MRT, the existing capacity holder that elected to exercise its right of first refusal may retain its capacity if MRT and the existing capacity holder agree on the rate to be charged.

15.9 Customers with discounted firm transportation or storage Service Agreements for terms of one year or more that are within the primary term or a roll-over term on March 26, 2000 shall retain any rights to continue service under this Section 15 to which such Customers were entitled prior to such date, and may exercise such rights during the primary term of such Service Agreements unless and until MRT and Customer otherwise agree to amend the Service Agreement or extend the term of such Service Agreement.

15.10 Prior to the expiration of the term of an existing firm Service Agreement and prior to notification of a firm capacity holder's desire to exercise its right of first refusal, if applicable, MRT and the firm capacity holder may mutually agree to renegotiate the terms of such agreement in exchange for the Customer's agreement to extend, or extend and modify, the Service Agreement with respect to all or part of the underlying capacity on a case-by-case basis in a not unduly discriminatory manner.

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SHEET NOS. 187 AND 188 HAVE BEEN

RESERVED FOR FUTURE USE

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**Substitute Second Revised Sheet No. 189** Substitute Second Revised Sheet No. 189 : Effective  
Superseding: Sheet Nos. 189 Through 206

Sheet Nos. 189 thru 206  
are reserved for future use.

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FERC Docket: RP94-405-001

**Sub First Rev. Sheet No. 190** Sub First Rev. Sheet No. 190 : Effective  
Superseding: Original Sheet No. 190

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

of all of the relevant circumstances, to reduce its obligations and liabilities regarding such disputes. Prior period billing adjustments or refunds from suppliers attributable to gas purchases by MRT prior to the termination of MRT's PGA and TCRM tariff provisions shall be recovered pursuant to this Section 16.2. MRT may recover any past-period billing adjustments associated with the contracts in litigation set forth in MRT's September 23, 1994 filing in Docket No. RP94-405-000 for up to ninety days after a final, non-appealable order, decision or settlement resolving such litigation to the extent that such billing adjustments relate to MRT's cost of gas purchased prior to November 1, 1993. The initial disposition of Account No. 191 and unrecovered Account No. 858 costs shall be adjusted to include a final reconciliation of amounts for exchange transactions and transportation imbalances recorded in Account No. 806. Account No. 191 balances and unrecovered Account No. 858 costs in both Deferral and Surcharge Periods shall be included in the direct bill amounts. Prior period billing adjustments shall not include Gas Supply Realignment Costs or Stranded Investments, as such amounts are to be recovered in accordance with Sections 16.3 and 16.4, respectively.

(c) Calculation of Direct Bill Amounts. Direct bill amounts shall be separately calculated for both demand and commodity components of Account No. 191 and Account No. 858 costs. A separate direct bill for commodity Account No. 858 costs is not required inasmuch as such costs are aggregated with MRT's commodity cost of purchased gas for purchased gas adjustment and Account No. 191 purposes pursuant to MRT's TCRM tariff provisions.

(i) Demand Account No. 191 and 858 Costs. Each Customer's allocated share of aggregate demand component balances, whether positive or negative, in Account No. 191 and Account No. 858 on the effective date of this tariff provision, shall be based on the contract demand volumes under Rate Schedule CD-1 and imputed contract demands under Rate Schedule SGS-1 in effect one day prior to the termination of the PGA and TCRM tariff provisions. Imputed contract demands under Rate Schedule SGS-1 shall be based on a thirty-four percent (34%) load factor calculation.

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*FERC Docket: RP01-292-000*

**Second Revised Sheet No. 190** Second Revised Sheet No. 190 :    Suspended  
Superseding: Substitute First Revised Sheet No. 190

Sheet Nos. 190 through 206  
are reserved for future use.

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**Sub First Revised Sheet No. 191** Sub First Revised Sheet No. 191 : Effective  
Superseding: First Revised Sheet No. 191

GENERAL TERMS AND CONDITIONS (Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

(ii) Commodity Account No. 191 and Account No. 858 Costs. Aggregate commodity component Account No. 191 and Account No. 858 balances, whether positive or negative, on the effective date of this tariff, shall be allocated based on sales under Rate Schedules CD-1, PI-1 and SGS-1 for the most recent twelve (12) calendar months preceding the effectiveness of this tariff provision. Each Customer's percentage share of commodity Account No. 191 and Account No. 858 costs shall be computed by dividing the Customer's actual purchases by aggregate MRT jurisdictional sales during the period.

(d) Nature of Obligations

(i) If the aggregate Account No. 191 and 858 costs reflect a positive balance, each Customer's allocated portion of such costs, as described in this Section 16.2, shall be direct billed and deemed to be due on the day prior to the date this Section becomes effective.

(ii) The entire amount of each Customer's unrecovered Account No. 191 and Account No. 858 direct bill amount shall be payable ten (10) days following invoicing. Customer shall remit payment to MRT in accordance with the provisions of Section 17 of these General Terms and Conditions.

(iii) Each Customer shall have the option, in lieu of a lump sum payment of the total direct bill, of paying twelve (12) consecutive monthly payments equal to 1/12th of such amount. Carrying charges on the total unrecovered Account No. 191 and Account No. 858 direct bill amount shall commence on the effective date of this Section 16.2, and shall be calculated and included on each monthly invoice for those Customers electing the twelve (12) month payment option at the rate specified in Section 154.67 of the Commission's Regulations. Notwithstanding such election, Customer may, at any time, pay the entire amount of its

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**Sub Original Sheet No. 192** Sub Original Sheet No. 192 :    Effective

Superseding: Original Sheet No. 192

GENERAL TERMS AND CONDITIONS

(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

unpaid share of the unrecovered Account No. 191 and Account No. 858 direct bill amount to MRT, with no further obligation for carrying charges.

(iv) In the event additional prior period adjustments occur after the initial disposition set forth in Section 16.2 (b) hereunder, MRT shall be permitted to recover such adjustments through additional filings. Such additional unrecovered Account No. 191 and Account No. 858 costs, plus carrying charges, will be direct billed in accordance with the procedures set forth in Section 16.2(c). Refunds, if any, of Account No. 191 and Account No. 858 costs will be paid, if appropriate, by MRT to affected Customers after approval by the Commission, utilizing the same allocation methodology set forth in Section 16.2(c)(i) and (ii). MRT's liability to refund Account No. 191 and Account No. 858 costs shall continue indefinitely under the procedures set forth in this Section 16.2. MRT shall make a filing to flow through any refunds received after the initial disposition set forth in this Section 16.2 within 45 days following the receipt of any such refund amount(s). Any such refunds shall not be offset against any direct bill amounts without prior Commission authorization.

(v) Any Customer terminating service or whose service expires during the twelve month amortization period set forth in Section 16(d)(iii) shall remain liable for Account No. 191 or 858 charges being amortized at the end of the contract. Such Customer may elect to pay its remaining balance in a lump sum or can arrange to complete its payment over the original amortization period.

(vi) The issuance by MRT of direct bills or the payment by MRT of refunds pursuant to this Section 16.2 shall be subject to prior approval of the Commission.

(e) Reservations. This Section 16.2 is applicable to the recovery of Account No. 191 and Account No. 858 costs only, and shall not be construed to affect MRT's right to recover from Customer Gas Supply Realignment transition costs MRT may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable Commission orders and regulations. MRT reserves the



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FERC Docket: RP94-405-001

**Second Revised Sheet No. 193** Second Revised Sheet No. 193 : Effective  
Superseding: First Revised Sheet No. 193

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

right to file to reallocate the charges for which provision is made hereunder in the event the allocation methodology set forth in Section 16.2(c) shall be determined to be ineffective.

(f) Reporting. MRT shall include in its initial Account No. 191 and 858 recovery filing pursuant to Section 16.2(b) an explanation of the status of contracts in litigation which sets forth the details of the disputes and the costs involved. If MRT deems it appropriate, MRT shall request authority to deviate from the nine month Account No. 191 and 858 closeout provisions set forth in Section 16.2(b) so that it may recover costs associated with such contracts. Beginning on October 21, 1995, and on each October 21st thereafter, MRT shall file a report with the Commission detailing the status of all cost disputes and litigation subject to the waiver of the nine month closeout provisions set forth in Section 16.2(b). Thirty (30) days following the closeout of Account No. 191 and Account No. 858 costs as set forth in Section 16.2(b), MRT shall file a report with the Commission, including workpapers, detailing the final balance in such accounts, including adjustments to amounts collected or refunded as a result of final postings. Thirty days following the completion of direct bill collections or refunds MRT will file a report which sets forth amounts billed or refunded to each Customer, including workpapers.

16.3 Recovery of Gas Supply Realignment Costs

(a) General

Gas Supply Realignment Costs (GSRC) incurred by MRT in realigning its gas supply contracts to market levels as required by Order No. 636, will be recovered by MRT by means of GSRC Reservation Surcharges applicable to all FTS and SCT Customers except those pre-November 1, 1993 contracts which were excluded from MRT's filings in Docket No. RP94-68-000, the inclusion of a portion of GSRC in the volumetric rates charged to ITS Customers, and any Exit Fees agreed upon by MRT and its former Customers in consideration of MRT's agreement to terminate such Customers' service agreements prior to their dates of expiration. GSRC Reservation Surcharges shall be applied to services provided under Rate Schedules FTS and SCT for the recovery of ninety (90) percent

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GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

of Recoverable GSRC, as defined in Section 16.3(b)(xiii). Ten (10) percent of Recoverable GSRC shall be allocated to the rates for volumes transported under Rate Schedule ITS. Such GSRC Reservation Surcharges and the allocation of GSRC to Rate Schedule ITS shall be calculated to recover the Recoverable GSRC which are known and measurable as of the time of the filing. MRT shall be entitled to update and revise either upward or downward, the GSRC amount used for the development of the Reservation Surcharge, GSRC allocated to Rate Schedule ITS, and/or Exit Fee through additional filings in order to permit MRT to recover all Recoverable GSRC, and to ensure that MRT will not overcollect the Recoverable GSRC. Customers accepting assignment of problem gas supply contracts shall receive credit against their overall GSRC liability.

(b) Definitions

(i) "GSRC" shall mean costs including amounts in cash or other consideration incurred by MRT to eliminate or modify existing supply commitments set forth in Appendix C to the May 13, 1994 Base Stipulation and Agreement filed in Docket Nos. RP93-4-000, RP94-68-000, and RP94-190-000, and approved by the Commission at 68 FERC Paragraph 61159 (1994) (hereinafter May 13, 1994 Base Stipulation and Agreement). MRT shall not be entitled to recover GSRC relating to supply commitments not listed on that Appendix. Appendix C and the underlying gas supply contracts may be reviewed by any party at MRT's St. Louis office in accordance with the terms of the Protective Order issued on February 28, 1994 in Docket No. RP94-68-000. Such amounts shall include, without limitation, payments to suppliers to buy out or buy down contract volumes or prices under gas supply contracts; to terminate such contracts; to reform volume, take-or-pay, minimum take, price or any other pertinent terms of any gas purchase agreement; to satisfy damage awards to suppliers arising out of a court order or arbitration related to gas supply contracts, or to cover costs that arise as a result of tax liability or contingent excess royalty reimbursement clauses and payments to any other party in consideration of that party taking assignment of MRT's problem gas supply contracts. In instances where MRT is either (1) unable to reach a negotiated resolution

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GENERAL TERMS AND CONDITIONS

(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

with a supplier upon reasonable terms, or (2) is required to purchase gas during the negotiation process, GSRC shall include the Price Differential times the volume of gas MRT is obligated to take from such supplier over the period in question.

(ii) In the event gas is sold pursuant to Section 16.3(b)(i)(2), the term "GSRC Index Price" shall mean: (1) for gas supplies connected directly to MRT, the index for spot gas delivered to MRT (West Leg) as published in the first issue of Gas Daily for the month of delivery; (2) for gas supplies connected to Arkla Energy Resources Company (AER), the index for spot gas delivered to AER as published in the first issue of Inside FERC's Gas Market Report (IFGMR) for the month of delivery; (3) for gas supplies connected to Natural Gas Pipeline Company of America (NGPL), the index for spot gas delivered to NGPL in Oklahoma, Louisiana or Texas (Gulf Coast Line), depending on the geographical source of the gas, as published in the first issue of IFGMR for the month of delivery; (4) for gas connected to Koch Gateway Pipeline (KGPL), the index for spot gas delivered to KGPL in Louisiana, published in the first issue of IFGMR for the month of delivery; and, (5) for gas connected to Trunkline Gas Company (Trunkline), the index for spot gas delivered to Trunkline in its Field Zone, as published in the first issue of IFGMR for the month of delivery.

(iii) "GSRC Reservation Surcharge" shall mean the per MMBtu amount required under Rate Schedules FTS and SCT to recover ninety (90) percent of MRT's Recoverable GSRC, as defined in Section 16.3(b)(xiii), plus any applicable carrying charges. Carrying charges for each GSRC Collection Period shall be calculated in accordance with Section 154.67 of the Commission's Regulations. The GSRC Reservation Surcharge shall be stated in Sheet Nos. 5 and 6 of this tariff, as the same may change from time to time. Derivation of the GSRC Reservation Surcharge shall be in accordance with the methodologies contained in MRT's filings in Docket Nos. RP94-68-000 and RP94-190-000, as accepted by the Commission, and such surcharge shall be based on firm service contract demands in effect on the date of the

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**Second Revised Sheet No. 196** Second Revised Sheet No. 196 : Effective  
Superseding: Sub 1 Revised Sheet No. 196

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

filing, exclusive of contract demands which were excluded from MRT's filings in Docket No. RP94-68-000.

(iv) "GSRC Allocated to Rate Schedule ITS" shall mean the per unit MMBtu amount necessary to recover ten (10) percent of MRT's Recoverable GSRC, plus any applicable carrying charges. Carrying charges for each GSRC Collection Period shall be calculated in accordance with Section 154.67 of the Commission's Regulations. The GSRC allocated to Rate Schedule ITS shall be based on billing determinants for Rate Schedule ITS contained in MRT's Section 4 rate change filings. Derivation of the GSRC component of the Rate Schedule ITS rate shall be in accordance with the methodologies contained in MRT's filings in Docket Nos. RP94-68-000 and RP94-190-000, as accepted by the Commission.

(v) "Individual Customer Monthly GSRC Reservation Amount" shall mean the GSRC Reservation Surcharge times each Customer's monthly Maximum Daily Quantity under Rate Schedule FTS or SCT; provided, however, the GSRC Reservation Surcharge applicable to service under Rate Schedule SCT shall be converted to a Volumetric Surcharge at a 34% load factor rate. Such surcharge will be multiplied by the quantity of gas delivered to SCT Customers during the month.

(vi) "Individual Customer Monthly GSRC Volumetric Amount" shall mean the GSRC allocated to Rate Schedule ITS multiplied by the quantities of gas delivered to each Customer or for each Customer's account during the month under Rate Schedule ITS.

(vii) "Initial GSRC Collection Period" shall mean the period of two (2) years commencing with the effective date of the Initial Recovery Filing, during which GSRC will be recovered.

(viii) "Initial Recovery Filing" shall mean that filing to be made no later than twenty-four (24) months following the effective date of this provision to recover GSRC other than Price Differential costs, which are known and measurable on the date of filing.

**Third Revised Sheet No. 197** Third Revised Sheet No. 197 : Effective  
Superseding: Second Revised Sheet No. 197

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS  
(Continued)

(ix) The term "List A Contracts" shall mean all gas supply contracts that require or may require MRT to buy gas at greater than market prices, which are set forth in Appendix C of the May 13, 1994 Base Stipulation and Agreement.

(x) The term "List B Contracts" shall mean all gas supply contracts that allow or may allow MRT to buy gas at less than market prices, which are set forth in Appendix C of the May 13, 1994 Base Stipulation and Agreement.

(xi) "Price Differential" shall mean the difference between the contract price under List A and List B Contracts and the higher of (a) the price paid by a third party purchaser from time to time for gas available for sale attributable to such Contracts, or (b) the GSRC Index Price. Calculation of the Price Differential shall be in accordance with MRT's filing in Docket No. RP94-190. MRT's merchant division shall manage the day to day performance of MRT's gas supply contracts which remain in effect on and after November 1, 1993; provided, however, MRT reserves the right to terminate its arrangement with its merchant division and contract with another party to manage the Contracts. In the event MRT's merchant division ceases to manage the Contracts, all references to MRT's merchant division shall be deemed to refer to the party actually managing the Contracts. MRT's merchant division will manage the Contracts by purchasing the quantities necessary to satisfy the minimum purchase obligations under List A Contracts and the maximum quantities available under List B Contracts in order to minimize GSRC and resell such gas for the highest price it can obtain. MRT will continue to negotiate to buy out, buy down, modify or settle the terms and conditions of the Contracts from time to time in order to minimize GSRC. At the time MRT files List A and List B, it will make its List A and List B Contracts available for review in its St. Louis office upon the execution of an appropriate protective and non-disclosure agreement.

(xii) "Price Differential GSRC Recovery Filings" shall be made periodically through July 31, 2000, with the initial filing effective April 1, 1994 reflecting unrecovered price differential costs which have been incurred.

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**Third Revised Sheet No. 198** Third Revised Sheet No. 198 : Effective  
Superseding: Second Revised Sheet No. 198

GENERAL TERMS AND CONDITIONS  
(Continued)

(xiii) "Recoverable GSRC" shall mean the following amounts of GSRC which MRT incurs and shall be entitled to recover:

- I) 90.0% of the first \$5,900,000 of GSRC;
- II) 88.5% of the next \$5,550,000 of GSRC;
- III) 86.0% of the next \$5,550,000 of GSRC;
- IV) 90.0% of the next \$5,900,000 of GSRC;
- V) 88.5% of the next \$5,550,000 of GSRC;
- VI) 86.0% of the next \$5,550,000 of GSRC;
- VII) 88.2% of all remaining GSRC over \$34 million.

In accordance with the May 13, 1994 Base Stipulation and Agreement, this provision resolves all prudence and eligibility issues related to the GSRC which have been or will be incurred by MRT, except for GSRC attributable to the elimination or modification of existing supply commitments with a supplier that is also an Arkla affiliate as of May 13, 1994 or as of the date on which MRT's GSRC are incurred.

(xiv) "Subsequent GSRC Collections Period(s)" shall mean those collection period(s) after the effective date(s) of Subsequent Recovery Filing(s) during which GSRC will be recovered.

(xv) "Subsequent Recovery Filings" shall mean those filings to be made as necessary to recover additional GSRC, other than Price Differential costs, as they become known and measurable.

(c) Recovery of GSRC

MRT shall continue to recover from each Customer served under Rate Schedules FTS, SCT and ITS the affected Customer's GSRC Surcharge Amounts and GSRC Volumetric Amount during each GSRC

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**Second Revised Sheet No. 199** Second Revised Sheet No. 199 : Effective  
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GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

Collection Period, unless the surcharges and volumetric collection mechanisms are sooner terminated as provided in Section 16.3(g), as necessary to complete the full recovery of MRT's Recoverable GSRC. A Customer shall not be liable for GSRC Surcharge amounts applicable to periods after its service agreement terminates.

(d) GSRC Reservation Surcharge

The GSRC Reservation Surcharge will be added to and become a part of the stated maximum rates for services provided under Rate Schedules FTS and SCT.

MRT shall recover from each affected Customer as part of its regular monthly charges under the Rate Schedules identified herein the Individual Customer Monthly GSRC Reservation Amount.

(e) GSRC Allocated to Rate Schedule ITS

The GSRC allocated to Rate Schedule ITS will be contained in the rates for interruptible transportation service under Rate Schedule ITS. In accordance with and for the term of the May 13, 1994 Base Stipulation and Agreement, MRT shall cap the total GSRC rate applicable to Rate Schedule ITS at three (3) cents per MMBtu for the months April through September and five (5) cents per MMBtu for the months October through March, as provided in Article IV, Section 3 of the May 13, 1994 Base Stipulation and Agreement.

MRT shall recover from each affected Customer as part of its regular monthly charges under Rate Schedule ITS the Individual Customer Monthly GSRC Volumetric Amount.

(f) GSRC Exit Fee

MRT and any of its Customers may at any time agree to a GSRC Exit Fee in consideration of MRT's agreement to terminate such Customer's service agreement prior to its date of expiration or for other consideration. The amount of the GSRC Exit Fee and the terms and conditions of its payment shall be set forth in the underlying agreement between the parties.

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FERC Docket: RP98-108-001

**Third Revised Sheet No. 200** Third Revised Sheet No. 200 : Effective

Superseding: Second Revised Sheet No. 200

GENERAL TERMS AND CONDITIONS

(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

(g) Reconciliation

(i) No later than sixty (60) months from the November 1, 1993 effective date of this tariff, MRT will compute the difference between the Recoverable GSRC actually incurred and allocated to Rate Schedules FTS and SCT and the actual amounts of GSRC Reservation Surcharges and GSRC Exit Fees collected during the Initial and each subsequent GSRC Collection Period. In addition to the computation required immediately above, MRT shall also compute, no later than 90 days after July 31, 2000, the difference between the Recoverable GSRC actually incurred and allocated to Rate Schedules FTS and SCT and the actual amounts of the GSRC Reservation Surcharges and GSRC Exit Fees collected for the period November 1, 1998 through July 31, 2000. For purposes of both the calculation to be made no later than sixty (60) months from the effective date of this tariff and the calculation to be made no later than 90 days after July 31, 2000, any amount by which reservation charges to any Customer affected by this Section 16.3 have been discounted will serve to decrease the amount of such GSRC Reservation Surcharge collections, provided such discounts are pursuant to transportation agreements entered into prior to November 1, 1993 which were excluded from MRT's filings in Docket No. RP94-68-000.

(ii) If MRT's collections equal or exceed the Recoverable GSRC incurred and allocated to Rate Schedules FTS and SCT as computed in Section 16.3(g)(i) hereinabove, MRT shall file to suspend such collections until further GSRC have been incurred. The amount of any excess GSRC collected shall be repaid to all Customers affected hereby in proportion to the principal amount of GSRC Reservation Surcharge payments they have provided pursuant to this Section 16.3. Within ninety (90) days of the suspension of collections pursuant to this Section 16.3, MRT will submit a report to the Commission setting out a comparison of the Recoverable GSRC incurred and allocated to Rate Schedules FTS and SCT and the amounts collected hereunder and any repayments to be provided hereunder. Within thirty (30) days of the Commission's approval of such report, repayments, with applicable carrying charges shall be made.



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**Original Sheet No. 200A** Original Sheet No. 200A :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16.    TRANSITION COST RECOVERY MECHANISMS  
      (Continued)

      (iii) If MRT's collections hereunder for the combined Initial and Subsequent Collection Periods are less than the Recoverable GSRC incurred and allocated to Rate Schedules FTS and SCT as computed in Section 16.3(g) (i) hereinabove, MRT shall be permitted to recover such deficiency, including carrying charges at the rates set forth in Section 154.67 of the Commission's regulations, by filing with the Commission

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GENERAL TERMS AND CONDITIONS

(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

a carryover GSRC Reservation Surcharge. The GSRC Reservation Surcharge will be determined in accordance with Section 16.3(b)(iii). The carryover GSRC Reservation Surcharge shall remain in effect for one year following Commission approval of such filing.

(iv) Notwithstanding anything in this provision, MRT shall not be precluded from continuing to file and recover in the manner described in this Section 16 any Recoverable GSRC costs which MRT incurs subsequent to the 60-month period set forth in Section 16.3(g)(i) hereinabove. Pursuant to Order No. 636-B and the provisions of the May 13, 1994 Base Stipulation and Agreement, MRT reserves the right to file a revised recovery plan for Recoverable GSRC allocated to interruptible transportation service if MRT determines that recovery of such allocated costs is not possible.

16.4 Treatment of Stranded Investment and New Facilities Costs

(a) General

Subsequent to the effective date of this tariff, MRT shall be permitted to file general Section 4 rate change filings to recover fully new facility costs, stranded investment costs, and other costs resulting from Order No. 636, et seq.

(b) Account 858 Costs

MRT's cost of service in Docket No. RP93-4 includes the cost of transportation of gas by upstream pipelines, i.e., Account No. 858 costs. MRT is offering and will assign capacity on such upstream pipelines prior to the effectiveness of this provision. Upstream pipeline contracts will initially be offered to bundled firm sales Customers, and then to third parties including current MRT firm transportation Customers. In the event MRT (1) is unable to assign its upstream pipeline capacity to others, (2) continues to incur Account No. 858 costs subsequent to service restructuring, and/or (3) incurs transition costs charged by such upstream pipelines ("Account No. 858 transition costs"), MRT shall be permitted to file limited Section 4 rate change applications

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**First Revised Sheet No. 202** First Revised Sheet No. 202 : Effective  
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GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

and recover such costs pursuant to the procedures set forth in Section 16.4(c) (iii) hereinbelow.

(c) Account No. 858 Transition Cost Offset Mechanism

The purpose of the Account No. 858 Transition Cost Offset Mechanism is to provide Customers an incentive to reduce their potential Account No. 858 transition cost liability by accepting assignment of MRT's firm transportation agreements with upstream pipelines. These provisions will only be utilized if MRT is not successful in assigning all of its upstream pipeline service agreements and, in failing to do so, continues to incur Account No. 858 costs. As described herein below, the amount of offset each Customer receives by accepting assignment is dependent on several factors, including the upstream pipeline(s) selected, the amount of upstream pipeline contract demand (i.e., capacity) taken for assignment, the length of the upstream pipeline service agreement's term, and the rates being charged MRT under the service agreements on the effective date of the assignment.

(i) Following are the terms, procedures, and factors that MRT will utilize in providing offsets.

(A) Upstream pipeline transportation service agreements available for assignment, and which may be in effect upon the effective date of this tariff, are as follows: AER #1000613; Trunkline #1821, #1822, and #3419; NGPL #104849 and #102118. Assignment to former bundled firm sales service Customers shall be in proportion to each Customer's sales contract demand one day prior to service restructuring to MRT's overall sales contract demand levels.

(B) Each former sales Customer's estimated share of potential Account No. 858 transition costs shall be based on its pro rata volumetric allocation set forth in (A) above applied to the Account No. 858

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FERC Docket: RS92- 43-006

Original Sheet No. 203 Original Sheet No. 203 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

cost for each pipeline. Such cost shall reflect the contract demand of each upstream pipeline service agreement, the remaining contract term, and the pipeline's proposed restructured tariff reservation charge or revenue obligation of MRT to the pipeline. Each Customer's allocated share of potential Account No. 858 Transition Costs shall provide the base to which offsets are applied, and if Account No. 858 transition costs remain after offsets, to determine whether such Customer is subject to further Account No. 858 transition costs. Any Customer which accepts its full pro rata share of each upstream pipeline contract will be deemed to have satisfied in full its obligation to pay any transition costs attributable to MRT's upstream pipeline service agreements, other than costs arising pursuant to Section 16.2 of these General Terms and Conditions (i.e. deferred Account No. 858 costs incurred prior to restructuring) and certain other Account No. 858 costs incurred subsequent to assignment as set forth in Section 16.4(v) below. If service agreement assignments and related offsets are less than each Customer's allocated potential Account No. 858 Transition Costs, Account No. 858 costs incurred subsequent to the effective date of this tariff shall be billed in accordance with the Account No. 858 Stranded Cost Tracking Mechanism described in Section 16.4(iii) hereinbelow.

(C) Each Customer's amount of assignment offset will be based on the following factors:

(1) Offsets for AER and NGPL service agreements shall be computed by multiplying the level of contract demand selected times the remaining term of the upstream pipeline service

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FERC Docket: RS92- 43-006

Original Sheet No. 204 Original Sheet No. 204 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

agreement times the Reservation Charge of the upstream pipeline in effect on November 1, 1993. Customers must accept assignment for the entire service agreement term.

(2) Offsets for the Trunkline service agreements shall be based on the proportionate share of contract demand selected to the overall level of each Trunkline service agreement applied to the Revenue Obligation for such service agreement.

(ii) If all or portions of MRT's upstream pipeline service agreements are not assigned to current bundled firm sales service Customers, MRT will offer assignment to third parties and provide offsets using the same methodology set forth in Section 16.4(c). For each service agreement then unassigned, MRT will negotiate a buyout agreement with the upstream pipeline as soon as practicable. The cost of retaining such service agreement until a buyout can be negotiated, and the buyout cost for each unassigned service agreement, shall become the Account No. 858 transition cost recoverable pursuant to Section 16.4(c) (iii).

(iii) This paragraph establishes an Account No. 858 Stranded Cost Tracking Mechanism for costs incurred from unassigned upstream pipeline service agreements during the period subsequent to the effective date of this tariff and until a buyout can be negotiated with such upstream pipeline, and any buyout cost related thereto. For each unassigned upstream pipeline service agreement, the tracking mechanism shall exclude prior period cost adjustments applicable to services received by MRT prior to the effective date of this tariff (such costs to be recovered pursuant to Section 16.2), but shall include upstream pipeline transition costs, if any, billed to MRT.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 205 Original Sheet No. 205 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

(A) The initial tracking filing shall be made effective November 1, 1993, and subsequent filings shall be made effective at the beginning of each calendar quarter thereafter (January 1, April 1, July 1, October 1) until the unassigned upstream contract expires or recovery of buyout costs is completed.

(B) The tracking mechanism shall be based on a unit Account No. 858 Surcharge and will be added to the Reservation Charge component of Customers receiving transportation service under Rate Schedules FTS and SCT. Separate Account No. 858 Surcharges will be computed for each unassigned upstream pipeline service agreement.

(C) The surcharge shall be computed by dividing projected Account No. 858 costs expected to be incurred in the subsequent quarter by contract demand billing units under Rate Schedules FTS and SCT for the quarter, exclusive of contract demands applicable to transportation service agreements entered into prior to November 1, 1993 in which (1) MRT is unable contractually to collect additional Account No. 858 amounts, or (2) a former bundled firm sales service Customer or third party shipper has accepted assignment of its pro rata share of the upstream pipeline service agreement from which the Account No. 858 surcharge arises. For purposes of deriving the Account No. 858 surcharge, contract demands under Rate Schedule SCT shall be based on a 34% imputed load factor. In the event MRT negotiates a buyout agreement with the upstream pipeline, such costs shall be recovered over the annual period beginning with the calendar quarter following the buyout.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 206 Original Sheet No. 206 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

(D) MRT shall maintain separate deferred cost subaccounts on its books for each upstream pipeline reflecting the balance of any over or under collection of amounts included in the Account No. 858 surcharge. Carrying charges shall be computed in accordance with Commission regulations on any over or under collections. Deferred balances accumulated during each quarter shall be reflected in the subsequent tracking filing.

(iv) Prior to the implementation of MRT's upstream capacity allocation program, MRT will make available to current bundled firm sales Customers and interested third parties for their review all pertinent upstream pipeline service agreements, discount letters, tariffs, and rate settlement agreements. Copies of these documents can be obtained by written request, or can be inspected in MRT's office in St. Louis. In either event, a confidentiality and nondisclosure agreement must be signed by the potential assignee or its legal representative before copies may be obtained or reviewed.

(v) Effective with the date of assignment, all rights and obligations contained in or related to MRT's upstream pipeline service agreements, discount letters, and the provisions of any rate settlement agreements shall become the responsibility of the Customer accepting assignment. Any charges incurred subsequent to assignment by MRT applicable to services rendered by the upstream pipeline prior to assignment shall be recoverable by MRT as a transition cost using the methodology set forth in Section 16.2 above, notwithstanding any offsets previously provided pursuant to this transition cost crediting mechanism.

*Effective Date: 11/20/1997    Status: Effective*

*FERC Docket: RP96-199-012*

**Sub First Revised Sheet No. 207** Sub First Revised Sheet No. 207 :    Effective  
Superseding: First Revised Sheet No. 207

SHEET NOS. 207 THROUGH 223 HAVE BEEN  
RESERVED FOR FUTURE USE



*Effective Date: 01/01/1995    Status: Effective*

*FERC Docket: TM95-4-25-001*

**Sub 2 Revised Sheet No. 212** Sub 2 Revised Sheet No. 212 :    Effective

Superseding: Second Revised Sheet No. 212

GENERAL TERMS AND CONDITIONS

(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM

MRT shall refund to Rate Schedule FTS, SCT and FSS Customers certain revenues derived from services provided under Rate Schedules ITS and ISS and certain revenues derived from Authorized Overrun Service (AOS).

17.1 Filing of Interruptible Revenue Credit Refund

(a) At least thirty (30) days prior to the end of each calendar year, MRT shall file with the Commission schedules reflecting the Interruptible Revenue Credit Refund to each FTS, SCT and FSS Customer. Such refund shall reflect the flowthrough of certain Excess Revenues, if any, computed as described hereinbelow that have accumulated during the twelve month period ended each October 31 that precedes the effective date of refund (Interruptible Revenue Credit Accumulation Period).

(b) MRT shall mail any refunds, including interest calculated from the end of the accumulation period to the date the refund is made, within ten (10) days following a final, nonappealable Commission order accepting MRT's refund filing. A refund report will be filed with the Commission thereafter reflecting the total amounts disbursed including principal and interest.

17.2 Computation of Interruptible Revenue Credit Refund

(a) The Interruptible Revenue Credit Refund applicable to Rate Schedules FTS and SCT shall be distributed in proportion to the percentage of total reservation revenues paid by each such Customer to the total reservation revenues paid by all such Customers during the Interruptible Revenue Credit Accumulation Period.

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*FERC Docket: TM95-4-25-001*

**Sub 1 Revised Sheet No. 213** Sub 1 Revised Sheet No. 213 : Effective

Superseding: First Revised Sheet No. 213

GENERAL TERMS AND CONDITIONS

(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM (Continued)

(b) The Interruptible Revenue Credit Refund applicable to Rate Schedule FSS shall be distributed in proportion to the percentage of total deliverability component revenues paid by each storage Customer to the total deliverability component revenues paid by all such storage Customers during the Interruptible Revenue Credit Accumulation Period.

17.3 Derivation of Excess Revenues

(a) For each Interruptible Revenue Credit Accumulation Period, Excess Revenues shall be ninety percent (90%) of the difference between actual revenues received under Rate Schedules ITS, ISS and service under AOS and the sum of the following:

(i) the variable cost incurred in providing interruptible service under Rate Schedules ITS and ISS and service under AOS. For purposes of this Section, variable costs shall be the product of the quantity of gas delivered, injected or withdrawn pursuant to Rate Schedules ITS and ISS during the Interruptible Revenue Credit Accumulation Period times the minimum applicable rates under Rate Schedules ITS and ISS and AOS services, plus ACA and GRI charges as applicable, as set forth on effective Sheet Nos. 7, 8 and 10 of this tariff.

Effective Date: 01/01/1995 Status: Effective

FERC Docket: TM95-4-25-000

**First Revised Sheet No. 214** First Revised Sheet No. 214 : Effective

Superseding: Sub Original Sheet No. 214

GENERAL TERMS AND CONDITIONS

(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM (Continued)

(ii) the Base Interruptible Cost of Service allocated to service under Rate Schedules ITS and ISS and AOS. Base Interruptible Cost of Service shall reflect all fixed costs allocated to ITS and ISS and AOS services in Section 4 or 5 rate proceedings before the Commission and GSR costs and other transition costs allocated to ITS, ISS and AOS service pursuant to Sections 16.3 and 16.4 herein. When the base tariff rates under Rate Schedules ITS and ISS and AOS services change during Interruptible Revenue Credit Accumulation Periods, the annual fixed costs allocated to interruptible service shall be the weighted annual fixed costs allocated to interruptible service. The weighted annual fixed costs allocated to interruptible service shall be the sum of the products of multiplying the annual fixed costs allocated to interruptible service for each set of interruptible rates by a fraction, the numerator of which is the number of days the rates were in effect during such period and the denominator of which is the number of days in the Interruptible Revenue Credit Accumulation Period.

(b) Separate Excess Revenue amounts shall be computed for Rate Schedule ITS and ISS services and AOS services, and applied to Rate Schedules FTS and SCT and Rate Schedule FSS services, respectively, as appropriate.

(c) In the event costs set forth in Section 17.3 exceed the interruptible revenues received, such negative balance shall be carried forward to offset revenues in subsequent periods.

*Effective Date: 01/01/1995    Status: Effective*

*FERC Docket: TM95-4-25-000*

**Second Revised Sheet No. 215** Second Revised Sheet No. 215 : Effective  
Superseding: First Revised Sheet No. 215

GENERAL TERMS AND CONDITIONS

(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM (Continued)

(d) MRT shall be entitled to withhold refunds from Customers with delinquent bills, and MRT shall apply the refund as an offset to the delinquent amount. Once the delinquent amount is completely offset, MRT shall apply any remaining refund to the Customer's account. Such offsets shall not be applied, however, to the bills of any Customer who in good faith has disputed the amount of such bills in accordance with Section 19 of these General Terms and Conditions.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 216** Original Sheet No. 216 :    Effective

SHEET NOS. 216 THROUGH 218 HAVE BEEN

RESERVED FOR FUTURE USE

*Effective Date: 09/16/1996    Status: Effective*

*FERC Docket: RP96-342-001*

**Second Revised Sheet No. 219** Second Revised Sheet No. 219 : Effective  
Superseding: First Revised Sheet No. 219

GENERAL TERMS AND CONDITIONS  
(Continued)

18. MISCELLANEOUS REVENUE FLOWTHROUGH ADJUSTMENT

18.1 General

The reservation charge component under Rate Schedules FTS and SCT, the Deliverability Charge component under Rate Schedule FSS and the volumetric rates when under Rate Schedules ITS and ISS shall be adjusted to credit Customers thereunder with Miscellaneous Revenues derived from the following sources:

(a) any excess of revenues received over costs incurred under the Cash Balancing provisions of Section 10.5 herein.

(b) any penalty charges collected from affiliates.

18.2 Filing of Miscellaneous Revenue Flowthrough Adjustment

(a) The Effective Date of the Miscellaneous Revenue Flowthrough Adjustment (Effective Date of Adjustment) shall be January 1, 1995 and each subsequent January 1 thereafter.

(b) At least thirty (30) days prior to the Effective Date of Adjustment, MRT shall file with the Commission revised base tariff rates under Rate Schedules FTS, SCT, FSS, ITS and ISS reflecting the Miscellaneous Revenue Flowthrough Adjustment. Such adjustment shall reflect the flowthrough of the revenues set forth in Section 18.1 that have accumulated during the twelve month period ended each August 31 that precedes the Effective Date of Adjustment (Miscellaneous Revenue Accumulation Period).

18.3 Computation of Miscellaneous Revenue Flowthrough Adjustments

(a) The Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedules FTS, SCT, and ITS shall be determined by dividing (i) the revenues received under Section 18.1(a) and the non-storage penalty revenues received under Section 18(b), during the Miscellaneous Revenue Accumulation Period by (ii) the

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**Sub Original Sheet No. 220** Sub Original Sheet No. 220 : Effective

Superseding: Original Sheet No. 220

GENERAL TERMS AND CONDITIONS

(Continued)

18. MISCELLANEOUS REVENUE FLOWTHROUGH ADJUSTMENT (Continued)

total annual contract demands under Rate Schedules FTS, SCT, and ITS in effect on the Effective Date of Adjustment. The contract demand volumes under Rate Schedule SCT shall be based on an imputed thirty-four percent (34%) load factor. The contract demand volumes under Rate Schedule ITS shall be based on the one hundred percent (100%) load factor derivative of the ITS volumes contained in MRT's Section 4 rate change filings. The adjustment applicable to Rate Schedule SCT shall be based on the thirty-four percent (34%) load factor derivative of the Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedule FTS. The adjustment applicable to Rate Schedule ITS shall be the one hundred percent (100%) load factor derivative of the Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedule FTS.

(b) The Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedules FSS and ISS shall be determined by dividing (i) the storage penalty revenues received under Section 18.1(b) during the Miscellaneous Revenue Accumulation Period by (ii) the total annual contract demands for the Deliverability Component of Rate Schedules FSS and ISS in effect on the Effective Date of Adjustment. The contract demand volumes under Rate Schedule ISS shall be based on the one hundred percent (100%) load factor derivative of the ISS volumes contained in MRT's Section 4 rate change filings. The adjustment applicable to Rate Schedule ISS shall be the 100% load factor derivative of the Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedule ISS.

(c) The Miscellaneous Revenue Flowthrough Adjustment shall be computed to the nearest one-tenth of a cent. No change in rate shall be made unless the adjustment is at least one-tenth of a cent per MMBtu. Any amounts that fall short of the minimum one-tenth of a cent per MMBtu shall be carried over into the following period. In the event the costs set forth in Section 18.1 exceed the miscellaneous revenues received, such negative balance shall be carried forward to offset revenues in subsequent Miscellaneous Revenue Accumulation Periods.

*Effective Date: 11/01/1994    Status: Effective*

*FERC Docket: RP95- 7-000*

**First Revised Sheet No. 221** First Revised Sheet No. 221 : Effective

Superseding: Original Sheet No. 221

GENERAL TERMS AND CONDITIONS

(Continued)

18. MISCELLANEOUS REVENUE FLOWTHROUGH ADJUSTMENT (Continued)

(d) MRT shall be entitled to withhold revenue credits from Customers with delinquent bills, and MRT shall apply the credit as an offset to the delinquent amount. Once the delinquent amount is completely offset, MRT shall apply any remaining service credits to the Customer's account. Such offsets shall not be applied, however, to the bills of any Customer who in good faith has disputed the amount of such bills in accordance with Section 19 of these General Terms and Conditions.



*Effective Date: 11/01/1994    Status: Effective*

*FERC Docket: RP95- 7-000*

**Original Sheet No. 222** Original Sheet No. 222 : Effective

SHEET NOS. 222 AND 223 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**Eighth Revised Sheet No. 224** Eighth Revised Sheet No. 224 : Effective

Superseding: Seventh Revised Sheet No. 224

GENERAL TERMS AND CONDITIONS

(Continued)

17. BILLING, STATEMENTS, PAYMENT AND RECORDS

17.1 MRT shall, no later than the ninth (9th) business day of each month, prepare invoices for all charges incurred by Customer during the previous month, pursuant to the applicable rate schedule based on actual quantities delivered, or if not available, best estimates; provided, however, that adjustments shall be made to such quantities in subsequent months' invoices, as required based on actual quantities delivered. MRT shall submit each Customer's invoice by mail, telecopy, overnight mail or hand delivery. MRT, upon thirty (30) days' notice provided via a posting on its Internet web site, may change the method of submission of invoices to Customers to electronic methods via the Internet. If for any reason the presentation of an invoice by MRT to Customer is delayed until after the ninth (9th) business day of the month, then payment by Customer may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary information, MRT shall submit to Customer an invoice for billing based on such information. In the event the quantities of gas delivered to or received by MRT are not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be in accordance with NAESB Standards and set forth in MRT's procedures as may be established and publicized from time to time. For reporting purposes, BTU conversion factors should be reported to not less than three (3) decimal places and Pressure Base conversion factors should be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places should be used for both conversion factors. Customer shall pay MRT by electronic funds transfer to a designated bank account established by MRT for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Customer shall pay MRT by check to MRT's designated office, Post Office Box or, at Customer's election, by electronic funds transfer to a designated bank account established by MRT. Subject to Section 17.3 below, payments for all charges billed in accordance with the provisions of this tariff shall be made by Customer to MRT within ten (10) days of the postage meter date, postmark date, telecopy date, delivery date of overnight mail, time stamp date or date of hand delivery of the Customer's bill. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment is received by MRT.

17.2 In the event Customer fails to pay all of the amount due MRT within the ten (10) day period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5.4(k) of these General Terms and Conditions. If Customer fails to pay or make satisfactory credit

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**Sixth Revised Sheet No. 225** Sixth Revised Sheet No. 225 : Effective

Superseding: Fifth Revised Sheet No. 225

GENERAL TERMS AND CONDITIONS

(Continued)

17. BILLING, STATEMENTS, PAYMENT AND RECORDS (Continued)

arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate further receipt and/or delivery of gas on behalf of Customer.

17.3 Subject to Section 17.4 below, if any Customer disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed and, if it withholds payment of the disputed amount it must provide with such payment full documentation electronically or in writing to MRT (upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such documentation to be submitted electronically) with respect to the claimed error, including identifying each amount in dispute and the reasons and support therefor.

17.4 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement (including allocations) or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of six (6) months from the date of the invoice or statement thereof unless prior thereto the adjustment is made or the error is challenged in writing including documentation (upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such challenge and documentation to be submitted electronically) as to the basis and reasons for the claimed error.

(i) Measurement data corrections should be processed within 6 (six) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(ii) Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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*FERC Docket: RP04-152-000*

**Second Revised Sheet No. 225A** Second Revised Sheet No. 225A : Effective  
Superseding: First Revised Sheet No. 225A

GENERAL TERMS AND CONDITIONS  
(Continued)

17. BILLING, STATEMENTS, PAYMENT AND RECORDS (Continued)

(iii) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

Effective Date: 01/19/2005 Status: Effective

FERC Docket: RP05-129-000

**Sixth Revised Sheet No. 226** Sixth Revised Sheet No. 226 : Effective

Superseding: Fifth Revised Sheet No. 226

GENERAL TERMS AND CONDITIONS

(Continued)

18. NO OBLIGATION TO OFFER SERVICE AT LESS THAN MAXIMUM RATE

18.1 Unless otherwise agreed by MRT and a Customer, MRT shall have no obligation to offer its services at rates less than the maximum rates specified in Sheet Nos. 5 through 9 of this tariff. MRT may from time to time and at any time, upon twenty-four hours (24) verbal, electronic or written notice, at its sole discretion or as provided in the applicable Service Agreement, charge any individual Customer a rate which is lower than the maximum rate for the applicable service as specified in this tariff. Such lower rate shall not be less than MRT's applicable minimum rate for the service provided. Any such verbal notice shall be confirmed to Customer in writing or electronically via the Internet and shall state the effective date of such rate change and the quantity of gas affected. MRT may increase or decrease such rate upon twenty-four (24) hours verbal or electronic notice to Customer and shall confirm such notice in writing or electronically via the Internet. Pursuant to Section 284 of the Commission's regulations, MRT shall file with the Commission any and all required reports.

18.2 If MRT agrees to a discounted rate under MRT's rate schedules, the following terms may be agreed to without constituting a material deviation from MRT's applicable pro forma Service Agreement; provided, however, any such rate or component thereof, as set forth in items (a) through (g), shall not be less than MRT's applicable minimum rate, nor greater than MRT's applicable maximum rate. Additionally, MRT and Customer may agree that rate components may be adjusted upward or downward to achieve an agreed upon overall rate so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such rate may apply:

(a) to specified quantities under Customer's Service Agreement(s);

(b) to quantities above or below a certain level or all quantities if quantities exceed a certain level;

(c) in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);

(d) during specified periods of the year or over specifically defined periods of time;

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*FERC Docket: RP05-129-000*

**Sixth Revised Sheet No. 226A** Sixth Revised Sheet No. 226A : Effective

Superseding: Fifth Revised Sheet No. 226A

GENERAL TERMS AND CONDITIONS

(Continued)

18. NO OBLIGATION TO OFFER SERVICE AT LESS THAN MAXIMUM RATE (Continued)

(e) to specified receipt points, delivery points, zones, transportation routes, markets or other defined geographical areas;

(f) to production reserves, gas supplies or markets committed by Customer; and/or

(g) to rates based on published index prices for specific receipt or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based on the differential between published index prices or arrived at by formula). Such discounted rate: (1) shall not change the underlying rate design; (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; and (3) shall, in each Service Agreement entered into pursuant to this Section 18.2(g), define the rate component(s) to be discounted.

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FERC Docket: RP05-231-001

**Third Revised Sheet No. 226B** Third Revised Sheet No. 226B : Effective  
Superseding: Second Revised Sheet No. 226B

GENERAL TERMS AND CONDITIONS  
(Continued)

19. MRT'S RIGHT TO CHANGE RATES AND TERMS OF SERVICE

19.1 MRT shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under MRT's rate schedule(s), including both the level and design of such rates and charges; and (2) the applicable terms of service for any rate schedule or any other portion of this tariff. MRT agrees that any Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities, for such adjustment to MRT's existing tariff as may be found necessary to assure that its provisions are just and reasonable.

19.2 Negotiated Rates and Recourse Rates. Notwithstanding anything to the contrary contained in this tariff, MRT and Customer may negotiate and agree upon a rate for service under any rate schedule contained in this tariff. ("Negotiated Rate," as further defined below), and such Negotiated Rate shall apply to MRT's provision of such service according to that agreement. MRT's maximum rate as shown on MRT's Statement of Effective Rates and Charges for a particular service ("Recourse Rate") is available for any Customer that does not desire to negotiate a rate with MRT for that service.

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on MRT's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds MRT's Recourse Rate for that service, for purposes of allocation of capacity pursuant to Section 8 of the General Terms and Conditions of MRT's tariff, Customers shall be considered to have paid the Recourse Rate. For purposes of bid evaluations that lead to an award of capacity, MRT will award capacity pursuant to Section 5.9(e) of the General Terms & Conditions of MRT's tariff. For purposes of exercising rights to continue service pursuant to Section 15 of the General Terms and Conditions of MRT's tariff, the highest rate that a Customer must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the Recourse Rate applicable to such service.

Effective Date: 07/22/2005 Status: Effective  
FERC Docket: RP05-388-000

**Second Revised Sheet No. 226C** Second Revised Sheet No. 226C : Effective  
Superseding: First Revised Sheet No. 226C  
GENERAL TERMS AND CONDITIONS  
(Continued)

19. MRT'S RIGHT TO CHANGE RATES AND TERMS OF SERVICE (Continued)

Absent prior Commission approval, no Negotiated Rate agreement shall include terms that deviate in any material respect from those set forth in the Transportation Service Agreement Form included in this tariff. Each Negotiated Rate agreement shall be filed with the Commission or reflected on a tariff sheet to be filed no later than the date of commencement of service. Any tariff sheet filed with the Commission shall state the exact legal name of the Customer, the applicable Rate Schedule, the receipt and delivery point(s), the contract quantities, and, as applicable, the Negotiated Rate or the Negotiated Rate formula. The tariff sheet also shall contain a statement that the Negotiated Rate agreement does not deviate in any material aspect from the Transportation Service Agreement Form included in this tariff.

MRT shall record separately the billing determinants, volumes transported, rates, surcharges and all revenues associated with MRT's Negotiated Rate transactions so that this data can be separately identified on an as needed basis. Additionally, MRT will separately identify as stated above, any and all transactions that originate as Part 284 discounted transactions and subsequently become Negotiated Rate transactions.

MRT's provision of service at Negotiated Rates shall not in any way restrict MRT's ability to seek a discount-type adjustment in the design of its rates in a future general rate proceeding, to the maximum extent permissible under Commission policy, for Negotiated Rate agreements that were converted from pre-existing agreements under which the rates charged to the customer were discounted from the applicable maximum tariff rates. This ability of MRT to seek a future discount-type adjustment shall apply only to discounted transportation rate agreements under Part 284 of the Commission's regulations where, upon renegotiation of the applicable rate, the new agreement becomes an agreement for transportation service at Negotiated Rates under the definition set forth in Section 19.2 of this tariff. In the event MRT seeks to include negotiated rate agreements in MRT's rate discount adjustment in a future rate proceeding, the discount adjustment shall be based on the greater of (a) the Negotiated Rate revenues received or (b) the discounted Recourse Rate revenues which otherwise would have been received. MRT shall have the burden of showing the appropriateness of such discount adjustments.



*Effective Date: 04/17/2005    Status: Effective*

*FERC Docket: RP05-231-000*

**First Revised Sheet No. 226A.01** First Revised Sheet No. 226A.01 : Effective  
Superseding: Original Sheet No. 226A.01

Sheet No. 226A.01

has been reserved for future use.

*Effective Date: 10/01/2006    Status: Effective*

*FERC Docket: RP06-537-000*

**Fifth Revised Sheet No. 227** Fifth Revised Sheet No. 227 : Effective  
Superseding: Fourth Revised Sheet No. 227

SHEET RESERVED FOR FUTURE USE.

*Effective Date: 10/01/2006    Status: Effective*

*FERC Docket: RP06-537-000*

**Fifth Revised Sheet No. 228** Fifth Revised Sheet No. 228 : Effective  
Superseding: Fourth Revised Sheet No. 228

SHEET RESERVED FOR FUTURE USE.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 229** Original Sheet No. 229 :    Effective

SHEET NOS. 229 THROUGH 231 HAVE BEEN

RESERVED FOR FUTURE USE

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Third Revised Sheet No. 232** Third Revised Sheet No. 232 : Effective

Superseding: Substitute Second Revised Sheet No. 232  
GENERAL TERMS AND CONDITIONS  
(Continued)

21. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

21.1 Purpose

(a) Section 3401(a)(1) of the Omnibus Budget Reconciliation Act of 1986 (Budget Act) requires the Commission to assess and collect fees and annual charges in each fiscal year in amounts equal to the costs incurred by the Commission in each fiscal year. Pursuant to Commission Order Nos. 472, 472-A, and 472-B (codified in Part 382 of the Commission's Regulations), MRT must remit to the Commission on or before August 31 of every year an allocated portion of the costs incurred by the Commission in the previous fiscal year. Such costs are determined by the Commission as a result of audit and are to be net of any other fees or charges collected during the fiscal year. MRT is allocated a portion of the Commission's net costs based on the total of MRT's reported transportation quantities compared to the total transportation quantities of all eligible reporting natural gas pipelines. All amounts assessed pursuant to Part 382 of the Commission's Regulations will be recorded in Account 928. MRT intends to recover such costs under these tariff provisions and not in an NGA Section 4 rate filing.

(b) For the purpose of recovering MRT's allocated portion of the Commission's costs, this section establishes a per unit Annual Charge Adjustment (ACA) Surcharge to be applicable to MRT's rate schedules as set forth on Sheet No. 11 of this tariff.

21.2 Basis of the Annual Charge Adjustment Surcharge

The ACA Surcharge shall be the unit rate as specified and approved by the Commission for use by MRT in recovering such costs and shall be reflected on Sheet No. 11 of this tariff.

21.3 Filing Procedure

The notice period of filings pursuant to this subsection shall be at least thirty (30) days prior to the proposed effective

*Effective Date: 11/20/1997    Status: Effective*

*FERC Docket: RP96-199-012*

**Sub First Revised Sheet No. 233** Sub First Revised Sheet No. 233 :    Effective  
Superseding: First Revised Sheet No. 233

GENERAL TERMS AND CONDITIONS  
(Continued)

21. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION  
(Continued)

date and the proposed effective date shall coincide with the effective date of changes in the Annual Charge Adjustment unit rate approved by the Commission unless, for good cause shown, a lesser notice period or different effective date is allowed by valid Commission order.

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Third Revised Sheet No. 234** Third Revised Sheet No. 234 :    Effective

Superseding: Second Revised Sheet No. 234

GENERAL TERMS AND CONDITIONS  
(Continued)

22.    FUEL USE AND LUFG ADJUSTMENTS

The Fuel Use and LUFG Percentages under MRT's Rate Schedules FTS, SCT, ITS, FSS, and ISS shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage and lost or unaccounted for gas in accordance with this section.

22.1 Filing of Fuel Use and LUFG Adjustments

(a)    Effective Date of Adjustment

The effective date of each Fuel Use and LUFG Adjustment shall be November 1 of each year.

(b)    Filing Procedure

At least thirty (30) days prior to the effective date of the adjustment, MRT shall file with the Commission a schedule of effective Fuel Use and LUFG Percentages, as determined in accordance with Section 22.2 hereof, together with supporting documentation. Such filing shall be in lieu of any other rate change filing required by the Commission's regulations under the Natural Gas Act.

(c)    Fuel Use and LUFG Adjustment Period

The Fuel Use and LUFG Adjustment Period shall be the billing period between each effective date of adjustment.

22.2 Computation of Effective Fuel Use and LUFG Percentages

The effective Fuel Use Percentage shall be the sum of the current Fuel Use Percentage and the Annual Fuel Use Surcharge.

The effective LUFG Percentage shall be the sum of the current LUFG Percentage and the Annual LUFG Surcharge.

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Fifth Revised Sheet No. 235** Fifth Revised Sheet No. 235 : Effective

Superseding: Substitute Fourth Revised Sheet No. 235

GENERAL TERMS AND CONDITIONS

(Continued)

22. FUEL USE AND LUFG ADJUSTMENTS (Continued)

22.3 Computation of Current Fuel Use and LUFG Percentages

(a) Fuel Use Percentage: The current Fuel Use Percentage shall be determined on the basis of (i) the estimated quantities of gas delivered to MRT for the account of Customers under Rate Schedule FTS, SCT, ITS, FSS and ISS (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.2 of these General Terms and Conditions) and (ii) the projected quantities of gas that shall be required for fuel usage (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.2 of these General Terms and Conditions).

(b) LUFG Percentage: The current LUFG Percentage shall be determined on the basis of (i) the estimated quantities of gas delivered to MRT for the account of Customers under Rate Schedule FTS, SCT, ITS, FSS and ISS (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions) and (ii) the projected quantities of gas that shall be required for fuel usage and lost or unaccounted for gas (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).

22.4 Computation of the Annual Fuel Use and LUFG Surcharges

(a) MRT shall maintain Deferred Fuel Use and LUFG Accounts with appropriate subaccounts. For each Base Period, the applicable subaccounts shall include the positive or negative change in Fuel Use and LUFG for the Base Period and any adjustments to the Deferred Fuel Use and LUFG Accounts attributable to the immediately preceding Base Period. MRT shall be prohibited from seeking recovery of Fuel Use and LUFG and any adjustments related to Fuel Use and LUFG incurred in periods prior to the immediately preceding Base Period.

(b) A change in Fuel Use for each Base Period shall be the difference between (i) the amount of Fuel Use quantities received by MRT during the Base Period and (ii) the actual quantities of gas expended for fuel usage during the Base Period.

(c) A change in LUFG for each Base Period shall be the difference between (i) the amount of LUFG quantities received by MRT during the Base Period and (ii) the actual quantities of lost and unaccounted for gas during the Base Period (excluding lost and unaccounted for gas associated with transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).



Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**Second Revised Sheet No. 235A** Second Revised Sheet No. 235A : Effective

Superseding: First Revised Sheet No. 235A

GENERAL TERMS AND CONDITIONS

(Continued)

22. FUEL USE AND LUFG ADJUSTMENTS (Continued)

(d) The Annual Fuel Use Surcharge shall be computed by dividing the balance of the Deferred Fuel Use Account for the most recent Base Period, including any adjustments to the Deferred Fuel Use Account attributable to the immediately preceding Base Period, by MRT's estimated quantities of gas for transportation and storage under Rate Schedules FTS, SCT, ITS, FSS and ISS for the Recovery Period (excluding any quantities estimated to be transported associated with transactions utilizing the facilities listed under Section 29.2 of these General Terms and Conditions).

(e) The annual LUFG Surcharge shall be computed by dividing the balance of the Deferred LUFG Account for the most recent Base Period, including any adjustments to the Deferred LUFG Account attributable to the immediately preceding Base Period, by MRT's estimated quantities of gas for transportation and storage under Rate Schedules FTS, SCT, ITS, FSS and ISS for the Recovery Period (excluding any quantities transported associated with transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).

(f) For those transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions, the LUFG Percentage will be determined on the basis of (i) the estimated quantities of gas delivered into such facilities and (ii) the projected quantities of gas that shall be required for lost or unaccounted for gas.

The Line A-327 (per Section 29.3(a) of these General Terms and Conditions) LUFG Percentage will be calculated for each Recovery Period and stated on Sheet 11 of this tariff.

(g) The Recovery Period for the Annual Fuel Use and LUFG Surcharges shall be the twelve (12) months beginning November 1.

(h) The Base Period for the Annual Fuel Use and LUFG Surcharges shall be the twelve (12) months ending on the June 30th before the Recovery Period.

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Sheet Nos. 236 - 241** Sheet Nos. 236 - 241 : Superseded

SHEET NUMBERS 236 THROUGH 241

ARE RESERVED FOR FUTURE USE.

Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 237** Sub First Revised Sheet No. 237 : Effective  
Superseding: First Revised Sheet No. 237

GENERAL TERMS AND CONDITIONS  
(Continued)

23. REVISED FIXED TAKE-OR-PAY CHARGES (Continued)

(ii) The Initial Allocation Percentages set forth in Section 23(b)(i) above shall apply to the following base principal amounts of take-or-pay allocated to MRT by each upstream pipeline (plus base associated interest):

United Gas Pipe Line Company	\$28,844,438
United Gas Pipe Line Company (Sea Robin)	4,925,773
Trunkline Gas Company	15,464,530
Natural Gas Pipeline Company	19,023,960
Natural Gas Pipeline Company (CIG)	236,521
Natural Gas Pipeline Company (Northwest)	180,315
<hr/>	
Total	\$68,675,537

(iii) Any increases or decreases in the base principal amounts (plus associated interest) allocated to MRT by each upstream pipeline from the amounts set forth in Section 23(b)(ii) above shall be allocated to each of MRT's former jurisdictional sales Customers based on the following percentages provided, however, that the application of such percentages to take-or-pay increases in principal from Natural Gas Pipeline Company and Trunkline Gas Company shall be limited to new filings after July 1, 1991 to the extent that they total no more than \$1,250,000 and \$1,500,000 respectively pursuant to final Commission order.

Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 238** Sub First Revised Sheet No. 238 : Effective  
Superseding: First Revised Sheet No. 238

GENERAL TERMS AND CONDITIONS  
(Continued)

23. REVISED FIXED TAKE-OR-PAY CHARGES (Continued)

Customer	Natural Gas Pipeline Increases/ Decreases	Trunkline Gas Co. Increases/ Decreases	United Gas Pipe Line Co. Incre. Decre.
Arkansas Louisiana Gas Company	1.83%	.56%	3.76% 3.76%
Associated Natural Gas Company	.14%	-0-	.13% .13%
Augusta, AR, City of	-0-	-0-	.10% .10%
Bismarck, MO, City of	-0-	-0-	.07% .07%
Chester, IL, City of	-0-	-0-	.27% .27%
Des Arc, AR, City of	-0-	-0-	.05% .05%
Dupo, IL, Village of	.13%	-0-	.09% .09%
Hazen, AR, City of	-0-	-0-	.07% .07%
Illinois Power Co.	19.64%	20.22%	14.38% 0.00%
Kaskaskia Gas Co.	.04%	-0-	.05% .05%
Laclede Gas Co.	71.22%	70.06%	56.97% 6.97%
Natural Gas Improve- ment Dist. No. 2 of Ashley County, AR	-0-	-0-	.05% .05%
Potosi, MO, City of	.24%	-0-	.19% .19%
Red Bud, IL, City of	.01%	-0-	.16% .16%
Union Electric Co.	2.20%	1.39%	2.26% 2.26%
Waterloo, IL, City of	.15%	-0-	.19% .19%
Total	95.60%	92.23%	78.79% 74.41%

Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 239** Sub First Revised Sheet No. 239 : Effective

Superseding: First Revised Sheet No. 239

GENERAL TERMS AND CONDITIONS

(Continued)

23. REVISED FIXED TAKE-OR-PAY CHARGES (Continued)

Any increases in take-or-pay principal amounts in new filings after July 1, 1991 from Natural Gas Pipeline Company and from Trunkline Gas Company, to the extent they total more than \$1,250,000 and \$1,500,000 respectively, pursuant to final Commission order, shall be allocated to each of MRT's former jurisdictional sales Customers based on the following percentages:

Customer	Percentages
Arkansas Louisiana Gas Company	3.50%
Associated Natural Gas Company	.06%
Augusta, Arkansas, City of	-0-
Bismarck, Missouri, City of	-0-
Chester, Illinois, City of	-0-
Des Arc, Arkansas, City of	.05%
Dupo, Illinois, Village of	-0-
Hazen, Arkansas, City of	-0-
Illinois Power Company	17.00%
Kaskaskia Gas Company	.02%
Laclede Gas Company	0.00%
Natural Gas Improvement Dist. No. 2 of Ashley County, Arkansas	-0-
Potosi, Missouri, City of	.10%
Red Bud, Illinois, City of	.01%
Union Electric Company	1.65%
Waterloo, Illinois, City of	.06%
Total	82.45%

(iv) Any interest amounts billed to MRT by each upstream pipeline subsequent to the increases or decreases in base principal amounts provided for in Section 23(b)(iii) shall be allocated to each of MRT's former jurisdictional sales Customers based on a weighted average allocation

Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 240** Sub First Revised Sheet No. 240 : Effective  
Superseding: First Revised Sheet No. 240

GENERAL TERMS AND CONDITIONS  
(Continued)

23. REVISED FIXED TAKE-OR-PAY CHARGES (Continued)

percentage. Such percentage will be derived for each upstream pipeline by summing: (A) the product of the initial allocation percentage and the base principal amount for each upstream pipeline as set forth in Sections 23(b)(i) and 23(b)(ii) respectively; and (B) the product of the increase/decrease percentage for each upstream pipeline as set forth in Section 23(b)(iii) and the increase or decrease in base principal amounts; and dividing such sum by the net upstream pipeline principal amount.

(c) The Total Revised Take-or-Pay Charges for each former jurisdictional sales Customer determined in Section 23(b) above shall be offset by Fixed Take-or-Pay Charges previously collected by MRT from such Customer under the Order No. 500 method and initial filings under Order Nos. 528 and 528-A. Each Customer's net amount, after offsetting MRT's past Fixed Take-or-Pay collections from each Customer, shall be amortized over the same number of months as utilized by the upstream pipeline to bill MRT, except for amounts attributable to United which shall be amortized over a period of twelve months.

(d) The Revised Fixed Take-or-Pay charges applicable to each of MRT's former jurisdictional sales Customers are predicated on the following dockets in upstream pipeline supplier take-or-pay proceedings: United Gas Pipe Line Company ("United") in Docket Nos. RP88-27, RP88-264, and RP89-138 and RP90-91; Natural Gas Pipeline Company of America ("Natural") in Docket No. RP91-22; Trunkline Gas Company ("Trunkline") in Docket No. RP91-54; United (Sea Robin flowthrough) in Docket No. RP89-147; Natural (CIG flowthrough) in Docket No. RP91-31; Natural (Northwest flowthrough) in Docket No. RP91-31; Natural in Docket No. RP92-167; and Trunkline in Docket No. RP92-124. Monthly Revised Fixed Take-or-Pay Charges shall include the net take-or-pay overcollections or undercollections for each former jurisdictional sales Customer (including interest) amortized over the remaining number of months in MRT's amortization period, plus the current

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FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 241** Sub First Revised Sheet No. 241 : Effective  
Superseding: First Revised Sheet No. 241

GENERAL TERMS AND CONDITIONS

(Continued)

23. REVISED FIXED TAKE-OR-PAY CHARGES (Continued)

monthly Take-or-Pay Charge from the applicable upstream pipeline. The charges set forth therein shall be adjusted to reflect either increases or decreases in Fixed Take-or-Pay fixed Charges actually billed, or new take-or-pay filings (whether or not listed herein) from upstream pipelines as may occur subsequent to July 1, 1991.

(e) The Monthly Amounts shall be billed in accordance with Section 17 of these General Terms and Conditions. Such amounts are in addition to the rates and charges set forth on Sheet Nos. 5 through 9 of this tariff.

(f) MRT shall calculate carrying charges on all upstream take-or-pay amounts from the date MRT makes payment of such cost until such cost is recovered hereunder. Each Customer's account shall be debited or credited each month, as appropriate, with such a carrying charge, reflecting the ending balance as of the end of the prior month in accordance with Section 154.67 of the Commission's regulations. Workpapers supporting the Revised Take-or-Pay Charge, and carrying charge computations, shall be provided.

(g) Customer Liability

Any Customer allocated Revised Fixed Take-or-Pay Charges under this Section 23 shall remain liable for the unpaid portion of its total Revised Fixed Take-or-Pay Charge notwithstanding any change in the service received from MRT including, but not limited to, service agreement expirations or cancellations, abandonment of service, conversion of sales service to transportation service, change in corporate identity or bankruptcy.

(h) Filing Procedure

The notice period of filings pursuant to this section shall be not later than thirty (30) days prior to the proposed effective date unless, for good cause shown, a lesser notice period or different effective date is allowed by a valid Commission order.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 242** Original Sheet No. 242 :    Effective

SHEET NOS. 242 THROUGH 244 HAVE BEEN

RESERVED FOR FUTURE USE



*Effective Date: 01/21/2008    Status: Effective*

*FERC Docket: RP08-135-000*

**Fourth Revised Sheet No. 245** Fourth Revised Sheet No. 245 : Effective

Superseding: Third Revised Sheet No. 245

GENERAL TERMS AND CONDITIONS

(Continued)

24. FILING FEES

24.1 In addition to the amounts set forth in each rate schedule, Customer shall pay MRT an amount to reimburse MRT for any and all filing fees incurred as a result of the Customer's request for service, to the extent such fees are imposed upon MRT by the Commission.

25. AUTHORIZED OVERRUN SERVICE

25.1 MRT may, but is not obligated to, receive, transport, deliver, inject into storage and/or withdrawal from storage on any day authorized overrun quantities of natural gas in excess of Customer's rate zone capacity entitlements or contract quantity, whether in the aggregate or as specified for each receipt and delivery point, under the applicable Service Agreement when, in MRT's reasonable judgment, the capacity of its system will permit such service without impairing the ability of MRT to meet its other obligations.

25.2 Customer shall pay MRT the applicable rate for authorized overrun service set forth in the rate schedules of this tariff for the applicable overrun service. Nothing herein, however, shall affect the priorities set forth in Section 8 of these General Terms and Conditions.

26. CREDITWORTHINESS OF CUSTOMER

26.1 If at any time MRT is not reasonably satisfied with Customer's credit or ability to perform under its Service Agreement, MRT may require Customer to supply MRT with credit information sufficient for a credit appraisal in accordance with the criteria specified in Section 5.4(k) of these General Terms and Conditions. If Customer's

*Effective Date: 09/01/2005    Status: Effective*

*FERC Docket: RP05-436-000*

**Fourth Revised Sheet No. 246** Fourth Revised Sheet No. 246 : Effective

Superseding: Substitute Third Revised Sheet No. 246

GENERAL TERMS AND CONDITIONS

(Continued)

26. CREDITWORTHINESS OF CUSTOMER (Continued)

credit does not meet the criteria in the aforementioned Section 5.4(k), MRT may, upon ten (10) days' written notice to Customer, suspend performance of service pending assurance of payments including, without limitation, all amounts invoiced but not paid because disputed in accordance with the provisions set forth in Section 17.3 of these General Terms and Conditions, in accordance with Section 5.4(k) of these General Terms and Conditions.

26.2 If MRT requests additional information to be used for credit evaluation after the initiation of service, contemporaneous with the request, it will provide its reason(s) for requesting the additional information to Customer and designate to whom Customer's response should be sent. MRT and Customer may mutually agree to waive the requirements of this Section 26.2.

27. OTHER OPERATING CONDITIONS

27.1 Upon request of MRT, Customer shall from time to time submit estimates of the daily, monthly and annual quantities of gas to be transported or stored under the rate schedules of this tariff, including peak day requirements, together with the estimated amounts thereof applicable to each receipt and delivery point and such other operating data as MRT may require in order to plan its operations, to meet its system requirements, and to render adequate services to its Customers.

28. OBLIGATION TO CONTINUE SERVICE

28.1 MRT shall not be required to perform or continue service under any of the rate schedules of this tariff on behalf of any Customer which, within ten (10) days after receipt of written notice from MRT, fails to comply with any and all of the terms of the applicable rate schedule, the General Terms and Conditions of this tariff, or with the terms of its Service Agreement(s) with MRT. Notwithstanding the other provisions of the applicable rate schedule, MRT shall have the right to take immediate unilateral action to protect the integrity of its system in the event MRT, in its reasonable discretion, determines that immediate or irreparable harm to MRT's facilities or operations will be caused by Customer's failure to comply with any of the terms of the applicable rate schedule, the General Terms and Conditions, or with the terms of the applicable Service Agreement.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 247** Original Sheet No. 247 :    Effective

SHEET NOS. 247 AND 248 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP01-622-003

**Second Sub Sixth Revised Sheet No. 249** Second Sub Sixth Revised Sheet No. 249 : Effective  
Superseding: Substitute Fifth Revised Sheet No. 249

GENERAL TERMS AND CONDITIONS  
(Continued)

29. WAIVERS

29.1 MRT may waive any defaults by any Customer with respect to performance or compliance with the provisions of the applicable rate schedules on a basis which is not unduly discriminatory; provided, however, that no waiver shall operate or be construed as a waiver of any other or further defaults, whether of a like or different character.

29.2 MRT will assess a zero charge for Fuel Use for transactions that do not require the use of compression on MRT's system. For each transaction utilizing the specific receipt and delivery point combinations listed below, MRT has determined that there will not be fuel used since compression will not be utilized.

(a) Receipt Point(s):

- (1) At the point of interconnect between MRT's Line A-327 at Station 0+00 located in Stoddard County, Missouri and Texas Eastern Transmission Corporation interstate pipeline system.

Delivery Point(s):

- (1) The terminus of MRT's Line A-327 at Ralston Purina's Golden Cat plant located in Stoddard County, Missouri.

(b) Receipt Point(s):

- (1) At the point of interconnection between MRT's East Line and Natural Gas Pipeline Company of America ("NGPL") at station 1922+34 located in Clinton County, Illinois and Trunkline Gas Company ("Trunkline") at station 0+00 located in Clay County, Illinois.

Delivery Point(s):

- (1) At the Clay County Trust 2000 delivery point located on MRT's East Line at station 0+00 in Clay County, Illinois.

29.3 MRT will assess a separate LUFG for transactions utilizing the specific receipt and delivery point combinations listed below, because they do not contribute to system-wide LUFG.

*Effective Date: 10/01/2003    Status: Effective*

*FERC Docket: RP03-621-000*

**Third Revised Sheet No. 249A** Third Revised Sheet No. 249A : Effective

Superseding: Second Revised Sheet No. 249A

GENERAL TERMS AND CONDITIONS

(Continued)

29.    WAIVERS (Continued)

(a)    Line A-327

Receipt Point(s):

(1)    At the point of interconnect between MRT's Line A-327 at station 0+00 located in Stoddard County, Missouri and the Texas Eastern Transmission Corporation interstate pipeline system.

Delivery Point(s):

(1)    The terminus of MRT's Line A-327 at Ralston Purina's Golden Cat plant located in Stoddard County, Missouri.

30.    LAWS, REGULATIONS AND ORDERS

30.1    It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the applicable Service Agreement, be ordered or required to do any act inconsistent with the provisions thereof, then for that period only, the Service Agreement shall be deemed modified to conform to the law, order, rule, or regulation.

30.2    Collection of Sales and Use Taxes

Customer shall pay to Transporter any applicable energy, value added, sales or use tax, or similar tax, and any penalty and interest imposed on the Customer by the federal government, any state, or by any political subdivision of a state, which amount Transporter is obligated by law to collect and remit. Payment shall be at the applicable rate prescribed by law. If Customer is exempt from the obligation to pay such taxes, Customer shall provide Transporter with documentation establishing that exemption.

*Effective Date: 07/05/2005    Status: Effective*

*FERC Docket: RP05-398-000*

**Fifth Revised Sheet No. 250** Fifth Revised Sheet No. 250 : Effective

Superseding: Fourth Revised Sheet No. 250

GENERAL TERMS AND CONDITIONS  
(Continued)

31. STANDARDS OF CONDUCT

31.1 Nondiscriminatory Access: MRT will provide non-discriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.

31.2 No Tying Arrangements: MRT will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved.

31.3 Procedures Used to Address and Resolve Complaints. Any person having a complaint regarding MRT's services shall provide to MRT within ninety (90) days from the date of the alleged occurrence or knowledge thereof a written description detailing the complaint, including a description of the specific request or transaction involved, if any, and shall direct the complaint to:

CenterPoint Energy - Mississippi River Transmission Corporation  
1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Attn: Transportation Services, Complaints  
or  
Telecopy to: 314-991-7600

MRT shall investigate all complaints received and shall respond initially within forty-eight (48) hours and in writing within thirty (30) days after receipt of the written complaint. Complainant shall cooperate with MRT if additional information is required by MRT to investigate any complaint.

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**Fifth Revised Sheet No. 251** Fifth Revised Sheet No. 251 : Effective

Superseding: Fourth Revised Sheet No. 251

GENERAL TERMS AND CONDITIONS

(Continued)

32.    DESCRIPTIVE HEADINGS

32.1 The descriptive headings of the provisions of the Service Agreements; Rate Schedules FTS, SCT, ITS, FSS, NNT, PALS, and ISS; the Replacement Capacity Agreement; the Operational Balancing Agreement; the Emergency Reallocation and Diversion Agreement; and these General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

33.    RIGHTS AND REMEDIES

33.1 All rights and remedies available to MRT are cumulative, and no right or remedy shall be considered or construed under any circumstances as MRT's exclusive right or remedy against Customer.

33.2 The Service Agreements whose forms are set forth herein shall create no rights for third parties.

Effective Date: 09/15/2007 Status: Effective

FERC Docket: RP07-578-000

**Sixth Revised Sheet No. 252** Sixth Revised Sheet No. 252 : Effective

Superseding: Fifth Revised Sheet No. 252

GENERAL TERMS AND CONDITIONS  
(continued)

34. PENALTY REVENUE CREDITING

For the period from the effective date of this provision through July 31, 2002, and thereafter for each 12 month period ending July 31 (Accrual Period), MRT shall determine the revenues (penalty revenues), less the costs incurred by MRT in relation to the actions of the Customer(s) necessitating a penalty (penalty costs), recovered pursuant to the imposition of a penalty pursuant to (1) Rate Schedule PALS, Section 5.2(a); (2) Rate Schedule FSS, Sections 3.4 and 4.3; (3) General Terms and Conditions, Section 8.3(c); (4) General Terms and Conditions, Section 9; (5) General Terms and Conditions, Section 10.3(d) (revenues attributable to imbalances greater than 1,000 Dth and five percent (5%), excluding revenues from imbalances pursuant to Section 10.3(d)(iv) and (vii)); and (6) General Terms and Conditions, Section 13.2. The resulting amount, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the end of the Accrual Period to the effective date of the crediting adjustments provided for herein, shall be defined as the "Excess Penalty Revenues" or the "Remaining Penalty Costs," as applicable, and shall be netted with any existing Carryover Costs (as defined below).

If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's regulations, calculated from the date on which credits, if any, for the recently concluded Accrual Period were scheduled to take effect until the effective date of the credits for the next Accrual Period, shall be included in the next annual calculation performed under this Section 34. If the resulting net amount is an excess of revenues, those revenues shall be the Penalty Crediting Revenues. MRT shall allocate the Penalty Crediting Revenues among its Customers in proportion to the total firm transportation revenues (excluding penalties, cash-out, facilities reimbursement or other similar charges) collected from each Customer during the Accrual Period; provided, however, if the Penalty Crediting Revenues does not exceed \$25,000.00, then such amount, plus interest calculated in accordance with Section 154.501 of the Commission's regulations, shall be carried forward to the next Accrual Period to be included in the next annual calculation performed under this Section 34.

On or before November 1 of each year, MRT shall post on its website and send notices to eligible Customers of the applicable credit amount (or if none, of the Carryover Costs for the preceding Accrual Period (or part thereof)). MRT shall have the option of crediting against a Customer's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable credit. MRT shall file within thirty (30) days of such date a report with the Commission setting forth the calculation of Penalty Crediting Revenues or Carryover Costs, as applicable, and the credits, if any, for the individual Customer, together with supporting documentation for such calculations.



Effective Date: 04/01/2003 Status: Effective

FERC Docket: RP00-410-006

**Second Substitute Original Sheet No. 253** Second Substitute Original Sheet No. 253 : Effective

Superseding: Substitute Original Sheet No. 253

GENERAL TERMS AND CONDITIONS

(continued)

### 35. SEGMENTATION OF CAPACITY

35.1 To the extent operationally feasible, a Customer that has contracted with MRT for firm transportation under Rate Schedule FTS over a Primary Path may, pursuant to the provisions of this Section 35, segment its Primary Path for its own use or for the purpose of releasing that capacity to a Replacement Customer by identifying, through nomination or through the capacity release process, respectively, points along the Primary Path, subject to MRT's tariff and the availability of capacity. Such a Customer also may seek to segment using a Secondary Path which it identifies during the release or nomination process by notifying MRT of the receipt and delivery points delineating same. Segment Receipt Point(s) and Segment Delivery Point(s) shall mean points along a Primary or Secondary Path, as applicable, unless explicitly provided for otherwise. Unless a segment point is a primary point, or becomes a primary point in accordance with the provisions of MRT's tariff, segment points nominated by a Customer for the purpose of segmenting for its own use are secondary points. Additionally, all points utilized in conjunction with a Secondary Path will be secondary points, unless any such segment point becomes, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, a primary point. A Releasing Customer may also request during segmentation a new Primary Path (Primary Receipt Point and Primary Delivery Point) for the Replacement Customer which is outside Releasing Customer's Primary Path, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, including, but not limited to, the terms set forth herein. If an existing Primary Path Segment is to be released to a Replacement Customer, the Releasing Customer may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the Replacement Customer, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to the availability of capacity and in accordance with the provisions of MRT's tariff. A purported segmentation of a Primary Path or the creation/use of a Secondary Path may not result, through the use of secondary point rights or otherwise, in an impermissible overlap of capacity or other greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation. Subject to MRT's agreement otherwise, discounts under any contract are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Primary Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a Releasing or Replacement Customer, unless MRT agrees otherwise. If a Customer, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, changes a primary point, MRT shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP00-410-005*

**Original Sheet No. 253A** Original Sheet No. 253A : Effective

GENERAL TERMS AND CONDITIONS  
(continued)

35. SEGMENTATION OF CAPACITY (continued)

35.2 In addition to MRT's right to determine operational feasibility on a case-by-case basis, as set out in Section 35.6 below, a purported segmentation (whether for a Customer's own use or on release) shall not be operationally feasible if: (a) Pools or Aggregated Delivery Points are nominated as Segment Receipt Point(s) or Segment Delivery Point(s), absent a determination by MRT that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation;

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**Third Revised Sheet No. 254** Third Revised Sheet No. 254 : Effective

Superseding: Second Revised Sheet No. 254

GENERAL TERMS AND CONDITIONS  
(continued)

35. SEGMENTATION OF CAPACITY (Continued)

(b) the segmentation would purport to result in primary capacity rights with respect to a segment in a direction opposite to the direction of the Primary Path under the contract being segmented; or (c) a proposed segmentation would purport to identify a path or segment within MRT's Reticulated System. MRT's system is reticulated in the St. Louis metropolitan area north of, and including, the Meramec and Columbia metering and regulating stations at the terminus of MRT's Main Lines, and west of, and including, the A206 interconnection on MRT's East Line ("Reticulated System").

35.3 Subject to the provisions of this tariff, including but not limited to, the provisions of this Section 35, a Customer may segment in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable entitlements (MDQ, Line Priority and/or Rate Zone Capacity), is used to make deliveries to the same Delivery Point at the same time. MRT shall not be obligated to accept nominations or releases of capacity for any purported Primary or Secondary Path Segment (hereafter in this Section 35, references to a Path Segment shall be deemed to include the terms Primary and Secondary Path Segment) or combination of Path Segments that would (a) result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation or (b), when a Customer is segmenting for its own use, result in receipt or delivery quantities at any single receipt or delivery point greater than the quantities that MRT was contractually obligated to receive and deliver at the Primary Receipt and Delivery Points defining the Primary Path prior to segmentation. A Releasing Customer may not re-release a released Path Segment until such time as the Releasing Customer either recalls the released Path Segment or the released Path Segment reverts to the Releasing Customer at the end of the release term. Replacement Customers that desire to re-release a released Path Segment may only release transportation capacity within their acquired Path Segment. The sum of capacity released in any Path Segment cannot exceed the original Releasing Customer's level of entitlement to line or zone capacity measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation.

35.4 A Customer's right to segment is subject to MRT's invocation of the provisions of Section 9 of the General Terms and Conditions.

35.5 For purposes of segmentation pursuant to the provisions of this Section 35, a Primary or Secondary Path shall be available, to the extent operationally feasible, on all portions of MRT's system with the exception of MRT's Reticulated System. A Path Segment is defined by, and in the direction of, a Segment Receipt Point to a Segment Delivery Point. If a Customer's Primary or Secondary Delivery Point, as applicable, is within MRT's Reticulated System, subject to the provisions of this Section 35, the Customer may obtain a Primary or Secondary Path on the MRT line(s) on

*Effective Date: 03/01/2004    Status: Effective*

*FERC Docket: RP04-152-000*

**First Revised Sheet No. 255** First Revised Sheet No. 255 : Effective

Superseding: Substitute Original Sheet No. 255

GENERAL TERMS AND CONDITIONS

(Continued)

35. SEGMENTATION OF CAPACITY (Continued)

which its Primary or Secondary Receipt Point(s), as applicable, is located, from that Primary or Secondary Receipt Point(s), as applicable, to the boundary of MRT's Reticulated System. For purposes of segmentation under this Section 35, there is no right to a Primary or Secondary Path or Path Segment within MRT's Reticulated System.

35.6 In all cases, including those situations previously described in this Section 35, MRT reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible. Disallowance of segmentation requests will be made on a not unduly discriminatory basis.

36. THIRD PARTY PIPELINE CAPACITY

36.1 MRT, from time to time, may contract in its own name to acquire and utilize capacity on a third-party system. Any services provided to Customers using such capacity shall be provided pursuant and subject to the applicable provisions of MRT's tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit MRT to utilize such capacity to provide services to its Customers.

*Effective Date: 07/01/2006    Status: Effective*

*FERC Docket: RP00-305-029*

**Third Revised Sheet No. 256** Third Revised Sheet No. 256 : Effective  
Superseding: Second Revised Sheet No. 256

GENERAL TERMS AND CONDITIONS  
(Continued)

37. NON-CONFORMING AGREEMENTS

MRT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

No current effective agreements.

*Effective Date: 12/01/2004    Status: Effective*

*FERC Docket: RP00-305-019*

**Sheet No. 257** Sheet No. 257 :    Effective

Sheet Nos. 257 through 261  
are reserved for future use.

*Effective Date: 05/01/2001    Status: Effective*

*FERC Docket: RP01-292-001*

**First Revised Sheet No. 258** First Revised Sheet No. 258 : Superseded  
Superseding: Original Sheet No. 258

SHEET NOS. 258 THROUGH 261 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 12/01/1995 Status: Effective

FERC Docket: RP96- 50-000

Original Sheet No. 259 Original Sheet No. 259 : Superseded

INDEX OF FIRM  
TRANSPORTATION, STORAGE AND SALES CUSTOMERS

Customer Name	Rate Schedule	Effective Date	Expiration Date	MDQ Or MSQ (MMBtu)
Spectrulite Consortium, Inc.	FTS	11/1/93	4/30/96 *	2,550
Spectrulite Consortium, Inc.	FTS	5/16/95	11/15/96 *	314
Spectrulite Consortium, Inc.	FSS	11/1/93	5/15/96 *	65,000
Shell Oil Company	FTS	11/1/93	10/31/94 *	10,000
Sterling Steel Foundry	FTS	11/1/93	10/31/94 *	80
Sterling Steel Foundry	FTS	5/16/95	11/15/96 *	9
Sterling Steel Foundry	FSS	11/1/95	5/15/96 *	1,800
Tenneco Gas Marketing Company	FTS	11/1/93	10/31/94 *	420
Tide West Trading & Transport Co.	FTS	6/1/95	10/31/99	20,000
Union Electric Company	FTS	11/1/93	10/31/98 *	20,400
Union Electric Company	FSS	11/1/93	5/15/99 *	733,294
Union Gas Company of Arkansas	SCT	11/1/93	10/31/97 *	500
Union Gas Company of Arkansas	FTS	5/16/95	11/15/96 *	10
Union Gas Company of Arkansas	FSS	11/1/93	5/15/96 *	17,973
Union Pacific Corporation	FTS	11/1/93	10/31/94 *	25
Union Pacific Corporation	FTS	5/16/95	11/15/96 *	2
Union Pacific Corporation	FSS	11/1/93	5/15/96 *	500
United Cities Gas Company	FTS	11/1/93	7/31/96 *	300
United Cities Gas Company	SCT	11/1/93	10/31/97 *	765
United Cities Gas Company	FTS	5/16/95	11/15/96 *	133
United Cities Gas Company	FSS	11/1/93	5/15/98 *	27,499
Vesta Energy Company	FTS	11/1/93	10/31/94 *	577
Waterloo, Illinois, City of	FTS	11/1/93	10/31/94 *	500
Waterloo, Illinois, City of	SCT	11/1/93	10/31/97 *	2,893
Waterloo, Illinois, City of	FTS	5/16/95	11/15/96 *	504
Waterloo, Illinois, City of	FSS	11/1/93	5/15/98 *	103,991

FTS = Firm Transportation Service  
FSS = Firm Storage Service  
USAS = Sales Service  
SCT = Small Customer Transportation

\* Contains Evergreen Provision



*Effective Date: 12/01/1995    Status: Effective*

*FERC Docket: RP96- 50-000*

**Original Sheet No. 260** Original Sheet No. 260 : Superseded

SHEET NOS. 260 THROUGH 261 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 01/19/2005 Status: Effective  
FERC Docket: RP05-129-000

**Sixth Revised Sheet No. 262** Sixth Revised Sheet No. 262 : Effective  
Superseding: Fifth Revised Sheet No. 262

Contract

# \_\_\_\_\_

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FTS, SCT, ITS]

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into [on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_] by and between CenterPoint Energy - Mississippi River Transmission Corporation, a Delaware corporation, hereinafter called "MRT," and \_\_\_\_\_, a [describe entity], hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a[n] [firm/interruptible] basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

[Effective Date:] [Service Commencement Date:]  
Primary Term End Date: \_\_\_\_\_

Evergreen? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, describe.

2) QUANTITIES

Maximum Daily Quantity (MDQ): \_\_\_\_\_ Dth/D

3) RECEIPT AND DELIVERY POINTS

	[Maximum Receipt Pressure (PSIG)]	Maximum Quantity *		[Maximum Delivery Pressure (PSIG)]	Maximum Quantity *
[Receipt Points			Delivery Points		

\* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.]

[See Exhibit A]

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule [FTS, SCT, ITS]. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, Third Revised Volume No. 1, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in the tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

For Notices to Customer:

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

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

For Bills to Customer:

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

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_



Effective Date: 01/21/2008 Status: Effective  
FERC Docket: RP08-135-000

**Seventh Revised Sheet No. 263** Seventh Revised Sheet No. 263 : Effective  
Superseding: Sixth Revised Sheet No. 263

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FTS, SCT, ITS]  
(Continued)

For Notices to MRT:

1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Facsimile: (314) 991-7600

MRT Nominations (other  
than electronic):  
Client Services  
Facsimile: (318) 429-3298

For Payments to MRT:

P. O. Box 203293  
Houston, TX 77216-3293

MRT Pipeline Operations:  
System Control Department  
1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Telephone: (314) 991-9900  
E-Mail: mrtconsole@centerpointenergy.com

For written agreements:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For electronic agreements:

Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document),  
the  
terms of the Agreement shall become effective.

Effective Date: 04/01/2002 Status: Effective

FERC Docket: RP01-622-002

**Third Revised Sheet No. 264** Third Revised Sheet No. 264 : Effective

Superseding: Substitute Second Revised Sheet No. 264

GENERAL TERMS AND CONDITIONS  
FOR RATE SCHEDULE [FTS, SCT, ITS]

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1 (General Terms and Conditions), if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the General Terms and Conditions. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule [FTS/SCT/ITS] of MRT's FERC Gas Tariff, Third Revised Volume No. 1. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in MRT's FERC Gas Tariff, Third Revised Volume No. 1, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's General Terms and Conditions. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and LUFG. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, the sum of all

individual

maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.

8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.

**Substitute Fourth Revised Sheet No. 265** Substitute Fourth Revised Sheet No. 265 : Effective  
Superseding: Third Revised Sheet No. 265

GENERAL TERMS AND CONDITIONS  
FOR RATE SCHEDULE [FTS, SCT, ITS]  
(Continued)

- 9) In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or General Terms and Conditions, or to propose, file, and make effective superseding rate schedules and/or General Terms and Conditions, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 10) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the General Terms and Conditions of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. For interruptible contracts, MRT will consent to such assignment, subject to the assignee's satisfaction of the criteria in Section 5.4(k), General Terms and Conditions, unless there is a reasonable basis to withhold MRT's consent. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 11) Any notice, statement, or bill provided for in this Agreement shall be in writing (or, if this tariff requires, via electronic means) and shall be considered as fully delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address).
- 12) Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or

persons.

- 13) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 14) [THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]
- 15) [For firm service, Exhibit(s) A [and B] attached hereto is/are incorporated into this Agreement in its entirety.] [For interruptible service, Exhibit B attached hereto is incorporated into this Agreement in its entirety.]
- 16) [This Agreement supersedes and cancels the Service Agreement dated \_\_\_\_\_ between the parties hereto.] [This Agreement amends and restates the Service Agreement dated \_\_\_\_\_ between the parties hereto.]
- 17) [Other Tariff - Permitted Provisions.]



Effective Date: 01/19/2005 Status: Effective  
FERC Docket: RP05-129-000

**Fourth Revised Sheet No. 266** Fourth Revised Sheet No. 266 : Effective  
Superseding: Third Revised Sheet No. 266

TRANSPORTATION  
SERVICE AGREEMENT  
FOR RATE SCHEDULE [FTS AND SCT]

EXHIBIT A

[Primary Path(s)]  
[Line Capacity(ies)]  
[Line Priority]  
[Rate Zone Capacity(ies)]

[RECEIPT AND DELIVERY POINTS]

Receipt Points	[Maximum Receipt Pressure (PSIG)]	Maximum Quantity*
Delivery Points	[Maximum Delivery Pressure (PSIG)]	Maximum Quantity*

\* On any day MRT shall not be obligated to receive or deliver a cumulative  
Quantity in excess of the MDQ set forth in this Agreement.]

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[EFFECTIVE \_\_\_\_\_,] [SUPERSEDES EXHIBIT A DATED \_\_\_\_\_]

Effective Date: 01/21/2008 Status: Effective

FERC Docket: RP08-135-000

**Fifth Revised Sheet No. 267** Fifth Revised Sheet No. 267 : Effective

Superseding: Fourth Revised Sheet No. 267

Contract

# \_\_\_\_\_

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FTS, SCT AND ITS]

EXHIBIT B

[If more than one Agreement is covered by an Exhibit B, specify other contract numbers.]

Customer agrees to pay the rates specified on this Exhibit B for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Customer's continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein and to reserved capacity necessary to effect such service. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), Customer shall pay any applicable charges, penalties, surcharges, fees, taxes, settlements and/or direct billed amounts provided for in MRT's tariff. In any event, the rate in any month shall never be below MRT's applicable minimum tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit B covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no later than the end of the month following the month in which such termination notice is received.
- (c) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be: \_\_\_\_\_
- (d) Description of Rate: Negotiated Rate \_\_\_\_\_ Discounted Rate \_\_\_\_\_ (Check one)  
[Describe terms of discounted or Negotiated Rate as permitted by the tariff and applicable]

Commission  
policy and precedent.]

(e) Term of Rate: Begin Date(s): \_\_\_\_\_  
End Date(s): \_\_\_\_\_

(f) Authorized Overrun: [For discounted rate transactions, any authorized overrun quantities  
shall be at the following rate: \_\_\_\_\_.] [For Negotiated Rate transactions,  
unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the  
maximum tariff rate or the rate described in this Exhibit B.]

Effective Date: 01/19/2005 Status: Effective  
FERC Docket: RP05-129-000

**Second Revised Sheet No. 268** Second Revised Sheet No. 268 : Effective  
Superseding: First Revised Sheet No. 268

Contract

# \_\_\_\_\_

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FTS, SCT AND ITS]

EXHIBIT B  
(Continued)

(g) Rate-Related Provisions:

(i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit B than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the General Terms and Conditions of MRT's tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a 14.2 of Customer taking service under a Negotiated Rate agreement can agree pursuant to Section the General Terms and Conditions of MRT's tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invalid or invoiced demand component. If the parties' agreement to the foregoing is determined otherwise if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT agrees, it will have the right to immediately terminate or modify any provisions of this tariff Exhibit B that would allow Customer to pay amounts less than the maximum applicable rate.

(ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit B which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without as invalidating, or otherwise affecting the validity of, the remaining provisions. Except that is otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT granting of reasonably determines that a federal or local law, or order, rule or regulation of any MRT and governmental authority having or asserting jurisdiction (1) requires performance by MRT alternative inconsistent with the terms of this Exhibit B, or (2) conditions or prohibits the the selective discounts or other rates specified in paragraph (d) of this Exhibit B, then Customer shall promptly take all reasonable actions in good faith to enter into arrangements that will secure to the maximum extent practicable for each party all of the benefits of the transaction set out in this Agreement; provided however, that MRT shall

not be

required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

(iii) Other Rate-Related Provisions:

Executed by a duly authorized representative of each party hereto, in the space provided below:

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[EFFECTIVE \_\_\_\_\_] [SUPERSEDES EXHIBIT B DATED \_\_\_\_\_]

*Effective Date: 01/19/2005    Status: Effective*

*FERC Docket: RP05-129-000*

**Sheet Nos. 269 - 287** Sheet Nos. 269 - 287 : Effective

Sheet Nos. 269 through 287 have been  
reserved for future use.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 270** Original Sheet No. 270 : Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

EXHIBIT A-1

RECEIPT POINTS

For transportation service requested pursuant to Rate Schedules FTS or SCT, all of MRT's existing receipt points as specified in its Services Handbook shall be incorporated herein pursuant to Section 7.10 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1; however, Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.\*

\* On any day, MRT shall not be obligated to receive from all receipt points a cumulative quantity in excess of the MDQ set forth in Section 3.2 of this Service Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 271 Original Sheet No. 271 : Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

EXHIBIT B

DELIVERY POINT(S)

DELIVERY POINT(S)	MAXIMUM Delivery Pressure (PSIG)	Maximum Delivery Point Quantity* (MMBtu/D)**	Legal Description
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\* For transportation service requested pursuant to Rate Schedule FTS or SCT, the sum of all individual maximum delivery point quantities shall not exceed the MDQ set forth in Section 3.2 of this Service Agreement.

\*\* On any day, MRT shall not be obligated to deliver to all delivery point(s) a cumulative quantity in excess of the MDQ set forth in Section 3.2 of this Service Agreement.



Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 272** Original Sheet No. 272 : Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

EXHIBIT B-1

DELIVERY POINTS

For transportation service requested pursuant to Rate Schedule FTS or SCT, all of MRT's existing delivery points as specified in its Services Handbook which are within those rate zones for which Customer pays a reservation charge and that are not designated as the Customer's Primary Delivery Point(s) or which Customer desires to use in excess of its Primary Delivery Point MDQ shall be Secondary Delivery Point(s); provided, that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by MRT to be operationally feasible. Such points shall be incorporated herein pursuant to Section 7.15 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1.\*

\* On any day, MRT shall not be obligated to deliver to all delivery point(s) a cumulative quantity in excess of the MDQ set forth in Section 3.2 of this Service Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 273** Original Sheet No. 273 : Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

EXHIBIT C

TYPE OF SERVICE

RATE \*

\* The rates shown are provided for Customer's information only and are subject to change pursuant to Article 4 of this Service Agreement without the need for this Exhibit C to be amended.

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 274** Original Sheet No. 274 :    Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

EXHIBIT D

To Transportation Service Agreement dated \_\_\_\_\_ by  
and between Mississippi River Transmission Corporation, Transporter, and  
\_\_\_\_\_, Customer.

FOR FIRM CONTRACTS:

State(s) Where Gas Ultimately Consumed

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 275** Original Sheet No. 275 :    Superseded

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS AND SCT]  
(Continued)

EXHIBIT E

[Primary Path(s)]

[Line Capacity(ies)]

[Rate Zone Capacity(ies)]

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 276** Original Sheet No. 276 :    Superseded

SHEET NOS. 276 THROUGH 287 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 01/21/2008 Status: Effective  
FERC Docket: RP08-135-000

**Sixth Revised Sheet No. 288** Sixth Revised Sheet No. 288 : Effective  
Superseding: Fifth Revised Sheet No. 288

Contract # \_\_\_\_\_

STORAGE SERVICE AGREEMENT  
FOR RATE SCHEDULE [FSS , ISS]

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into [on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,] by and between CenterPoint Energy - Mississippi River Transmission Corporation, a Delaware corporation, hereinafter called "MRT," and \_\_\_\_\_, a [describe entity], hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall provide natural gas storage service for Customer, on a[n] [firm/interruptible] basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such storage during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

[Effective Date:] \_\_\_\_\_  
[Service Commencement Date:] \_\_\_\_\_  
Primary Term End Date: \_\_\_\_\_  
\_\_\_\_\_  
Evergreen? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, describe.

2) QUANTITIES

Maximum Stored Quantity (MSQ): \_\_\_\_\_ Dth  
(Based on a heat content of 1,020 Btu per Cubic Foot)  
Maximum Daily Withdrawal Quantity (MDWQ): \_\_\_\_\_ Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule [FSS/ISS]. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, Third Revised Volume No. 1, as on file and in effect from time to time, for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit A, or other format provided for in the tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

For Notices to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

For Notices to MRT:  
1600 S. Brentwood Blvd., Suite 5890  
St. Louis, MO 63144  
Facsimile:(314) 991-7600

MRT Nominations (other than electronic):  
Client Services  
Facsimile:(318) 429-3298

For Bills to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

For Payments to MRT:  
P. O. Box 203293  
Houston, TX 77216-3293

MRT Pipeline Operations:  
System Control Department  
1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144

Telephone: (314) 991-9900  
Email: [mrtconsole@centerpointenergy.com](mailto:mrtconsole@centerpointenergy.com)

Effective Date: 01/21/2008 Status: Effective

FERC Docket: RP08-135-000

**Fifth Revised Sheet No. 289** Fifth Revised Sheet No. 289 : Effective

Superseding: Fourth Revised Sheet No. 289

Contract # \_\_\_\_\_

STORAGE SERVICE AGREEMENT  
FOR RATE SCHEDULE [FSS, ISS]

For written agreements:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For electronic agreements:

Upon Transporter's acceptance of this document (which shall constitute the parties' execution of such document), the terms of the Agreement shall become effective.



Effective Date: 01/19/2005 Status: Effective

FERC Docket: RP05-129-000

**Fourth Revised Sheet No. 290** Fourth Revised Sheet No. 290 : Effective  
Superseding: Third Revised Sheet No. 290

GENERAL TERMS AND CONDITIONS  
FOR RATE SCHEDULE [FSS, ISS]

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder (including withdrawal of stored quantities) nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1 (General Terms and Conditions), if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further injections and/or withdrawals of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the General Terms and Conditions. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule [FSS/ISS] of MRT's FERC Gas Tariff, Third Revised Volume No. 1. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in MRT's tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in MRT's General Terms and Conditions. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 7) In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make

effective  
with the Commission, or other body having jurisdiction, changes and revisions of any effective  
rate  
schedule(s) and/or General Terms and Conditions, or to propose, file, and make effective  
superseding  
rate schedules and/or General Terms and Conditions, for the purpose of changing the rates,  
charges, and  
other provisions thereof effective as to Customer.

**Substitute Fourth Revised Sheet No. 291** Substitute Fourth Revised Sheet No. 291 : Effective  
Superseding: Third Revised Sheet No. 291

GENERAL TERMS AND CONDITIONS  
FOR RATE SCHEDULE [FSS, ISS]  
(Continued)

- 8) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedule FSS may release their capacity consistent with the terms and conditions of the applicable rate schedule and the General Terms and Conditions of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. For interruptible contracts, MRT will consent to such assignment subject to the assignee's satisfaction of the criteria in Section 5.4(k), General Terms and Conditions, unless there is a reasonable basis to withhold MRT's consent. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. Subject to the above, the respective rights and obligations of the parties under this Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 9) Any notice, statement, or bill provided for in this Agreement shall be in writing, or if MRT's tariff requires, via electronic means and shall be considered as duly delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address).
- 10) Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 11) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing (or, if MRT permits or requires, otherwise memorialized via electronic means) and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 12) [THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF \_\_\_\_\_, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

- 13) [For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto  
is incorporated into this Agreement in its entirety.]
- 14) [This Agreement supersedes and cancels the Storage Service Agreement dated \_\_\_\_\_  
dated between the parties hereto.] [This Agreement amends and restates the Storage Service Agreement  
\_\_\_\_\_ between the parties hereto.]
- 15) [Other Tariff - Permitted Provisions.]

Effective Date: 01/21/2008 Status: Effective  
FERC Docket: RP08-135-000

**First Revised Sheet No. 291A** First Revised Sheet No. 291A : Effective  
Superseding: Original Sheet No. 291A

Contract #

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FSS AND ISS]

EXHIBIT A

Page 1 of 2

[If more than one Agreement is covered by an Exhibit A, specify other contract numbers]

Customer agrees to pay the rates specified on this Exhibit A for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Customer's continuing compliance with the provisions of the Transportation Service Agreement(s) ("Agreement") specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUFG allowances or charges in such quantities or amounts as authorized from time to time by MRT's tariff and, except as specifically provided otherwise herein, shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in MRT's tariff. In any event, the rate in any month shall never be below MRT's applicable minimum tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit A covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate \_\_\_\_\_ Discounted Rate \_\_\_\_\_ (Check one)  
[Describe terms of discounted or Negotiated Rate as permitted by the tariff and applicable Commission policy and precedent.]

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FSS AND ISS]

EXHIBIT A  
(Continued)

2 of 2

(d) Term of Rate: Begin Date(s): \_\_\_\_\_  
End Date(s): \_\_\_\_\_

(e) Authorized Overrun: [For discounted rate transactions, any authorized overrun quantities shall be at the following rate: \_\_\_\_\_.] [For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum tariff rate or the rate described in this Exhibit A.]

(f) Rate-Related Provisions:

(i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit A than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the General Terms and Conditions of MRT's tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14.2 of the General Terms and Conditions of MRT's tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or otherwise if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT agrees, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.

Effective Date: 01/19/2005 Status: Effective

FERC Docket: RP05-129-000

Original Sheet No. 291C Original Sheet No. 291C : Effective

Contract #

TRANSPORTATION SERVICE AGREEMENT  
FOR RATE SCHEDULE [FSS AND ISS]

EXHIBIT A  
(Continued)

Page

3 of 3

(ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's tariff. MRT and Customer hereby acknowledge that this Exhibit A is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit A which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without as invalidating, or otherwise affecting the validity of, the remaining provisions. Except otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by MRT that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit A, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the benefits of the transaction set out in this Agreement; provided, however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

(iii) [Insert Other Rate-Related Provisions.]

Executed by a duly authorized representative of each party hereto, in the space provided below:

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[EFFECTIVE \_\_\_\_\_,] [SUPERSEDES EXHIBIT A DATED: \_\_\_\_\_]

Effective Date: 04/07/2006 Status: Effective  
FERC Docket: RP06-267-000

**Sixth Revised Sheet No. 292** Sixth Revised Sheet No. 292 : Effective  
Superseding: Fifth Revised Sheet No. 292

PALS SERVICE AGREEMENT

SERVICE AGREEMENT NO.

THIS AGREEMENT is made effective as shown below, by and between CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION, a Delaware Corporation, hereinafter called "MRT" and \_\_\_\_\_, a [\_\_\_\_\_] Corporation], hereinafter called "Customer."

In consideration of the mutual covenants and agreements as herein set forth, both MRT and Customer covenant and agree as follows:

1) TERM

Effective Date: \_\_\_\_\_  
End Date: \_\_\_\_\_

Pre-granted abandonment shall apply upon termination of each service transaction.

2) POINTS, DATES, SERVICE AND QUANTITY

Park \_\_\_\_\_ Maximum Aggregate Quantity Loan \_\_\_\_\_ Maximum Aggregate Quantity  
(MAQ Park) \_\_\_\_\_ Dth (MAQ Loan) \_\_\_\_\_ Dth

Schedule

Date(s)	Parking Point(s)	ID NO.	Quantity	Date(s)	Removal Points (if applicable)	ID No.	Quantity
---------	------------------	--------	----------	---------	--------------------------------	--------	----------

_____	_____	_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------	-------	-------

_____	_____	_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------	-------	-------

Date(s)	Loan Point(s)	ID NO.	Quantity	Date(s)	Return Points (if applicable)	ID No.	Quantity
---------	---------------	--------	----------	---------	-------------------------------	--------	----------

_____	_____	_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------	-------	-------

_____	_____	_____	_____	_____	_____	_____	_____
-------	-------	-------	-------	-------	-------	-------	-------

3) REGULATORY AUTHORITY

Part 284 \_\_\_\_\_ Subpart B  
\_\_\_\_\_ Subpart G (check as applicable)

4) RATE

For the services provided or contracted for hereunder, Customer agrees to pay MRT the then-effective, maximum applicable rates and charges, unless MRT otherwise agrees (either in writing or electronically via e-mail exchange or otherwise using the Internet as required by MRT).

\_\_\_\_\_ Negotiated Rate (per Section 19.2 of General Terms and Conditions of tariff) shall apply to this transaction. (check if applicable).



Contract rates (if applicable) (\$/Dth):  
Activity\_\_\_\_\_ Daily Balance\_\_\_\_\_  
Advance Fee (if any): \_\_\_\_\_  
Rates and clarifications:

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Contract rates apply only to services described in this Agreement, including, without limitation, the point(s), quantities and dates set forth herein.

Effective Date: 07/05/2005 Status: Effective

FERC Docket: RP05-398-000

**Third Revised Sheet No. 292A** Third Revised Sheet No. 292A : Effective  
Superseding: Second Revised Sheet No. 292A

PALS SERVICE AGREEMENT  
(continued)

5) ADDRESSES

For Notices to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

For Bills to Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

For Notices to MRT:

1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Facsimile: (314) 991-7600

MRT Nominations (other  
than electronic)  
Client Services  
Facsimile: (318) 429-3298

For Payments to MRT:

P.O. Box 203293  
Houston, TX 77216-3293

MRT Pipeline Operations  
System Control Department  
1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Telephone: (314) 991-9900  
Email: mrtconsole@centerpointenergy.com

IN WITNESS WHEREOF, the parties have executed this Agreement, including the attached or following General Terms and Conditions for PALS Service Agreement, which are incorporated herein by reference and made a part hereof, as of the date hereinabove first written.

FOR WRITTEN AGREEMENTS:

Please sign below and return this agreement to the fax number provided above. If MRT does not receive a signed confirmation or written notice from Customer that the terms of the Agreement do not accurately reflect the parties' understanding, within two (2) business days of transmittal, Customer has accepted the terms hereof without changes. MRT may void this confirmation if not accepted by Customer within two (2) business days.

FOR ELECTRONIC AGREEMENTS:

Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document) the terms hereof shall become effective.

FOR E-MAIL AMENDMENTS: [If the provisions of this e-mail amendment do not accurately reflect the parties'

agreement, Customer will respond, via e-mail, to the party generating this e-mail amendment within two (2) business days of the transmittal of this e-mail amendment. Otherwise, the rates, quantities, dates and provisions contained herein shall be deemed accepted by Customer.]

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

[NAME OF CUSTOMER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Effective Date: 04/07/2006 Status: Effective  
FERC Docket: RP06-267-000

**Third Revised Sheet No. 293** Third Revised Sheet No. 293 : Effective  
Superseding: Second Revised Sheet No. 293

GENERAL TERMS AND CONDITIONS  
FOR PALS SERVICE AGREEMENT

- 1) Upon termination of this Agreement Customer agrees to stop delivering gas to MRT for service hereunder.  
In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance (including payback of loaned, or removal of any remaining parked, quantities) hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1 (General Terms and Conditions), if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the General Terms and Conditions. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement hereto and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) This Agreement shall be subject to the provisions of Rate Schedule PALS as well as the General Terms and Conditions set forth in MRT's FERC Gas Tariff, Third Revised Volume No. 1, as on file and in effect from time to time, and such provisions are incorporated herein by this reference.
- 5) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 6) Any notice, statement, or bill provided for in this Agreement shall be in writing (or, if this Tariff requires, via electronic means) and shall be considered as fully delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing of a change in its address).
- 7) Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.

8) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing, or if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties.

MRT and Customer may amend this Agreement via electronic mail or paper letter agreement, without restating the entire agreement, to the extent that such letter agreements provide for the replacement of the language of this Agreement only, using the language contained in the Form of Service Agreement. No waiver by either MRT or Customer of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

9) Complete as applicable.

*Effective Date: 04/01/2003    Status: Effective*

*FERC Docket: RP00-410-003*

**Sheet No. 294** Sheet No. 294 :    Effective

Sheet No. 294

is reserved for future use.

Effective Date: 01/19/2005 Status: Effective  
FERC Docket: RP05-129-000

First Revised Sheet No. 295 First Revised Sheet No. 295 : Effective

CENTERPOINT ENERGY-MISSISSIPPI RIVER TRANSMISSION CORPORATION  
TRANSPORTATION SERVICES DISCOUNT REQUEST/CONFIRMATION

Customer: \_\_\_\_\_  
Requested by: \_\_\_\_\_ Customer \_\_\_\_\_ Agent  
Contract Number: \_\_\_\_\_  
Contract Date: \_\_\_\_\_  
Requested Duration of Discounted Rate:  
Begin Date: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Contact email: \_\_\_\_\_  
End Date: \_\_\_\_\_

DISCOUNT REQUESTED FOR: SCT \_\_\_\_\_ FTS \_\_\_\_\_ ITS \_\_\_\_\_ FSS \_\_\_\_\_ ISS \_\_\_\_\_

Path: \_\_\_\_\_ Receipt Point: \_\_\_\_\_ Delivery Point: \_\_\_\_\_

Estimated Daily Volume: \_\_\_\_\_ Dth/day Desired Rate: \_\_\_\_\_ (exclusive of Fuel Use and  
LUFG)

Reason for Discount/Competitive Alternatives: \_\_\_\_\_

DISCOUNT REQUESTED FOR PALS: PARK \_\_\_\_\_ LOAN \_\_\_\_\_  
Maximum Aggregate Quantity

Requested Contract Rates (\$/Dth)  
Date/Date Range: \_\_\_\_\_

Date/Date Range: \_\_\_\_\_

Date/Date Range: \_\_\_\_\_

Activity Fee: \_\_\_\_\_

Activity Fee: \_\_\_\_\_

Activity

Fee: \_\_\_\_\_

Daily Balance Fee: \_\_\_\_\_

Daily Balance Fee: \_\_\_\_\_

Daily Balance Fee:

Advance Fee: \_\_\_\_\_

Advance Fee: \_\_\_\_\_

Advance Fee:

PARK			LOAN		
Date	Point	Quantity	Date	Point	Quantity
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Removal Period: \_\_\_\_\_ [\*\*] Return Period: \_\_\_\_\_ [\*\*]  
[\*\* Pro-rata (based on quantity at beginning of removal/return period) per day of removal/return period.]  
The provisions of Exhibit B to the Form Transportation Service Agreement for Rate Schedules FTS, SCT and  
ITS, or  
Exhibit A to the Form Transportation Service Agreement for Rate Schedules FSS and ISS, in MRT's tariff  
are, to  
the extent applicable, hereby incorporated into this Discount Request/Confirmation.  
Other Tariff - Permitted Provisions:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MRT USE ONLY:

ACCEPTED:

Marketing Manager: \_\_\_\_\_

DENIED: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

FOR WRITTEN AGREEMENTS:

Please indicate your acceptance of this discount and its terms by signing below and returning  
this form  
by fax at (314) 991-7512.

DATE:  
BY:  
TITLE:

FOR ELECTRONIC AGREEMENTS: Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.

Effective Date: 01/19/2005 Status: Effective

FERC Docket: RP05-129-000

Original Sheet No. 296 Original Sheet No. 296 : Effective

AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT

THIS AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT, between CenterPoint Energy - Mississippi River Transmission Corporation ("MRT") \_\_\_\_\_ ("Customer"), and \_\_\_\_\_ ("Agent") is entered into in accordance with the following terms and conditions:

Customer Information:

Company Name:  
Attn:  
Street Address:  
City, State, Zip Code:  
Phone:  
Fax:  
E-mail:

Agent Information:

Company Name:  
Attn:  
Street Address:  
City, State, Zip Code:  
Phone:  
Fax:  
E-mail:

Agency applicable to: \_\_\_\_ Service Agreement(s) No(s). \_\_\_\_  
\_\_\_\_ All contracts between MRT and Customer

Effective as of [the first day of] \_\_\_\_\_, Agent will act as Customer's agent for services provided by MRT pursuant to the above-described agreement(s) (hereafter "Agreement(s)") for all purposes related thereto, except as may be provided below:

YES*	NO*	
____	____	submitting [nominations] [allocation methodologies] [and notices] under MRT's
Tariff	____	
____	____	[requesting,] [negotiating,] [contracting for,] [executing] and [amending]
____	____	agreements for services under MRT's Tariff
____	____	all capacity release activities (including, but not limited to confirming
____	____	of Customer's capacity)
____	____	viewing, accessing and receiving all reports and/or invoices and other
____	____	information related to Customer
____	____	viewing, accessing and receiving reports and/or invoices and other
____	____	information related to Customer's imbalances only
____	____	paying invoices related to the Agreement(s)
____	____	paying Customer's cash-out invoices **
____	____	requesting posting of imbalance quantities on MRT's Internet Web Site, and
____	____	arranging/performing imbalance netting and/or trading **
____	____	Agent may assign this Agency/Asset Manager Authorization Agreement,
____	____	effective as of the first day of a month following at least five (5) days
____	____	prior written notice to MRT [and Customer]
____	____	Agent shall have the right to appoint a Sub-Agent, from time to time, to
____	____	perform actions which Agent is authorized to perform under this
____	____	Agency/Asset Manager Authorization Agreement, provided that Sub-Agent
____	____	complies with MRT's then-current policies and procedures regarding agency
____	____	designations. In case of conflict between Agency Authorization Agreements
____	____	involving the Agent and Sub-Agent, the terms of the Agent's Agency/Asset
____	____	Manager Authorization Agreement shall control.

\* If neither is indicated, "NO" is presumed.

\*\* Agency must be applicable to all of Customer's Agreements (cannot have different Agents for individual Agreements)



AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT  
(Continued)

If Agent to pay on behalf of Customer:

- terms  
against  
revenue  
the term
- ° timely payments made by Agent to MRT for services rendered to Customer in accordance with the  
of the Agreement(s) and for any penalties, fees, assessments or other charges assessed  
Customer's account by MRT shall be credited to Customer's account;
- ° MRT shall make any cash balancing (subject to exceptions described above), refund, penalty  
crediting and other payments it may be required to make for Customer's account during  
of this Agency/Asset Manager Authorization Agreement directly to Agent; and
- ° Customer shall remain primarily responsible for payment of invoices.

[Describe other terms, if applicable]

MRT shall be entitled to rely on Agent's actions with respect to the Agreement(s). Customer agrees to indemnify, defend and hold harmless MRT from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorneys' fees and court costs incurred by MRT, whether related to the collection of any amounts due under the Agreement(s) or otherwise) resulting from MRT's reliance on Agent, including, but not limited to, actions taken by MRT pursuant to Agent's action or inaction under the Agreement(s). Customer shall remain liable to MRT for all of its obligations as Customer under the Agreement(s), and MRT shall have no duty, liability or responsibility whatsoever to Agent.

In all cases, notices given to Agent shall be deemed given to Customer.

Customer's designation and appointment of Agent with respect to one or more of the Agreement(s) may be terminated or canceled at any time by Customer or Agent, and may be terminated or cancelled by MRT in the event that Agent fails to perform under this Agreement, but no such termination or cancellation shall be effective until the first day of the month following the expiration of a five (5) day period, unless otherwise agreed, after the parties' receipt of written notice of such termination or cancellation from the terminating party. Such notice shall be deemed to apply to all Agreement(s) unless expressly provided otherwise. Notwithstanding the foregoing, this designation and appointment of Agent with respect to one or more of the Agreement(s) shall automatically terminate upon termination or cancellation of the referenced Agreement(s), as applicable, or upon the effective date of an Agency/Asset Manager Authorization Agreement designating or appointing a substitute Agent for the Agreement(s).

[The laws of the State of \_\_\_\_\_] shall govern the validity, construction, interpretation, and effect of this Agreement, excluding, however, the laws governing the conflicts of laws.]

This Agreement supersedes and cancels all previous Agency Agreements between the parties hereto.

Effective Date: 01/19/2005    Status: Effective  
FERC Docket: RP05-129-000

**Original Sheet No. 298** Original Sheet No. 298 :    Effective

AGENCY/ASSET MANAGER AUTHORIZATION AGREEMENT  
(Continued)

          If the foregoing is acceptable, please so indicate by having an authorized officer execute and return the triplicate originals hereof to the undersigned. This Agency/Asset Manager Authorization Agreement may also be executed via facsimile.

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

By: \_\_\_\_\_

CUSTOMER:

\_\_\_\_\_

AGENT:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Effective Date: 01/19/2005    Status: Effective*

*FERC Docket: RP05-129-000*

**Sheet Nos. 299 - 319** Sheet Nos. 299 - 319 : Effective

Sheet Nos. 299 through 319  
have been reserved for future use.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97-298-000

First Revised Sheet No. 307 First Revised Sheet No. 307 : Superseded

Superseding: Original Sheet No. 307

MASTER CAPACITY RELEASE AGREEMENT

THIS AGREEMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between MISSISSIPPI RIVER TRANSMISSION CORPORATION, a Delaware Corporation, hereinafter called "MRT" and \_\_\_\_\_, a [\_\_\_\_\_ Corporation], hereinafter called "Replacement Customer."

In consideration of the mutual covenants and agreements as herein set forth, both MRT and Replacement Customer covenant and agree as follows:

1) TERM

Effective Date:

Primary Term End Date:

Service shall commence and remain effective for a term coincidental for each capacity release term identified in each Addendum to this Agreement.

2) RATE

For the services provided or contracted for hereunder, Replacement Customer agrees to pay MRT the then-effective, applicable rates and charges as set forth in each Addendum.

- 3) For each occasion that Replacement Customer obtains capacity from a Releasing Customer through MRT's capacity release program, MRT and Replacement Customer shall execute an Addendum in the form of Exhibit A, attached hereto and made a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of MRT's service for each release.

4) ADDRESSES

For Notices to  
Replacement Customer:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

For Notices to MRT:

9900 Clayton Road

St. Louis, MO 63124

Facsimile: (314) 991-7600

For Bills to Replacement  
Customer:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

For Payments to MRT:

P. O. Box 502161

St. Louis, MO 63150-2161

MRT Nominations (other  
than electronic)  
Transportation Services  
Facsimile: (318) 429-3298

MRT Pipeline Operations  
Gas Control Department  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone: (314) 991-9900

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

*Effective Date: 05/01/1997    Status: Effective*  
*FERC Docket: RP97-298-000*

**First Revised Sheet No. 308** First Revised Sheet No. 308 :    Superseded  
Superseding: Original Sheet No. 308

[REPLACEMENT  
CUSTOMER]

MISSISSIPPI RIVER TRANSMISSION  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:  
Address:

By: \_\_\_\_\_  
Name:  
Title:  
Address:

Effective Date: 11/20/1997 Status: Effective

FERC Docket: RP96-199-012

**Sub Second Revised Sheet No. 309** Sub Second Revised Sheet No. 309 : Superseded

Superseding: Second Revised Sheet No. 309

GENERAL TERMS AND CONDITIONS  
FOR MASTER CAPACITY RELEASE AGREEMENT

- 1) Upon termination of this Agreement, Replacement Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Replacement Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement or any Addendum hereto shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Replacement Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1 (General Terms and Conditions), if Replacement Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Replacement Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the General Terms and Conditions. If Replacement Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Replacement Customer, terminate this Agreement and any Addendums hereto and cease further receipt and/or delivery of gas on behalf of Replacement Customer.
- 4) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the General Terms and Conditions set forth in MRT's FERC Gas Tariff, Third Revised Volume No. 1, as on file and in effect from time to time, and such provisions are incorporated herein by this reference.
- 5) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law.
- 6) MRT agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on a firm basis, quantities of natural gas up to the MDQ obtained from the Releasing Customer. The MDQ is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for gas as set out in the then-effective, applicable rates and charges under MRT's Rate Schedules applicable to the Releasing Customer.
- 7) Secondary Receipt and Secondary Delivery points are available to Replacement Customer pursuant to the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1. Replacement Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97-298-000

**Second Revised Sheet No. 310** Second Revised Sheet No. 310 : Superseded

Superseding: First Revised Sheet No. 310

GENERAL TERMS AND CONDITIONS  
FOR MASTER CAPACITY RELEASE AGREEMENT  
(Continued)

- 8) In addition to collection of the rates and charges provided for in each Addendum, MRT shall retain the percentage provided, pursuant to the applicable Rate Schedule, of the quantities received from Replacement Customer hereunder, for reimbursement in kind from Replacement Customer for fuel usage and lost and unaccounted for gas.
- 9) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as fully delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing of a change in its address).
- 10) Each party shall notify the other in writing of the name, address, telephone number and telecopy number of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 11) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either MRT or Replacement Customer of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 12) Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- [13) Complete as applicable.]

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97-298-000

**Second Revised Sheet No. 311** Second Revised Sheet No. 311 : Superseded

Superseding: First Revised Sheet No. 311

EXHIBIT A

Release Addendum Contract No. \_\_\_\_\_

Release No. \_\_\_\_\_

Master Capacity Release Agreement Between  
Mississippi River Transmission Corporation  
and \_\_\_\_\_

Releasing Customer's : Rate Schedule \_\_\_\_\_ Contract No. \_\_\_\_\_

Replacement Customer's: Maximum Daily Quantity (MDQ) (MMBtu/day): \_\_\_\_\_

Term of Release: \_\_\_\_\_

Conditions of Recall: \_\_\_\_\_

Other Terms and Conditions: \_\_\_\_\_

Rates: Reservation: \_\_\_\_\_

Usage Charge: \_\_\_\_\_

Surcharges: ACA, GRI (when applicable), Fuel, and any other surcharges.

Point of Receipt Specified in Release Offer:

	Maximum Receipt Pressure (PSIG)	Maximum Receipt Point Quantity (MMBtu/day)	Legal Description
--	--	--	-------------------

Firm Point(s) of Receipt: Except for Rate Schedule FSS capacity released pursuant to Section 14 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1, Replacement Customer shall receive all Receipt Points on MRT's system as Secondary Receipt Points; however, Customer shall be assessed any additional charges applicable to its utilization of a Secondary Receipt Point.

Point of Delivery Specified in Release Offer:

	Maximum Delivery Pressure (PSIG)	Maximum Delivery Point Quantity (MMBtu/day)	Legal Description
--	---	---	-------------------

Firm Point(s) of Delivery: Except for Rate Schedule FSS capacity released pursuant to Section 14 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1, Delivery Point(s) within those rate zones for which Releasing Customer has capacity shall be Secondary Delivery Point(s); provided that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by MRT to be operationally feasible.

MRT shall not be obligated to receive from all receipt points or deliver to all delivery points a cumulative quantity in excess of the MDQ set forth herein.



*Effective Date: 05/01/1997    Status: Effective*

*FERC Docket: RP97-298-000*

**First Revised Sheet No. 312** First Revised Sheet No. 312 :    Superseded  
Superseding: Original Sheet No. 312

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove first written.

[REPLACEMENT CUSTOMER]

MISSISSIPPI RIVER TRANSMISSION CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Effective Date: 05/01/1997    Status: Effective*

*FERC Docket: RP97-298-000*

**First Revised Sheet No. 313** First Revised Sheet No. 313 : Superseded  
Superseding: Original Sheet No. 313

SHEET NOS. 313 THROUGH 319 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 314 Original Sheet No. 314 : Superseded

FORM OF  
MASTER CAPACITY RELEASE AGREEMENT  
(Continued)

EXHIBIT A

Addendum No. \_\_\_\_  
Master Capacity Release Agreement  
Between  
Mississippi River Transmission Corporation

and \_\_\_\_\_

Releasing Customer's:

Rate Schedule \_\_\_\_\_ Service Identification Number \_\_\_\_\_

Point(s) of Receipt Specified in Release Offer:

	Maximum Receipt Pressure (PSIG)	Maximum Receipt Point Quantity * (MMBtu/d)	Legal Description
Receipt Points			

\* For service hereunder, the sum of all individual maximum receipt point quantities shall not exceed the Receipt Point MDQ in the aggregate.

Firm Point(s) of Receipt: Except for Rate Schedule FSS capacity released pursuant to Section 14 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1, Replacement Customer shall receive all Receipt Point(s) on MRT's system as Secondary Receipt Point(s); however, Customer shall be assessed any additional charges applicable to its utilization of a Secondary Receipt Point.

During the term of the release, MRT shall not be obligated to receive from all receipt points a cumulative quantity in excess of the MDQ set forth herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

Original Sheet No. 315 Original Sheet No. 315 : Superseded

FORM OF  
MASTER CAPACITY RELEASE AGREEMENT  
(Continued)

EXHIBIT A

Addendum No. \_\_\_\_  
Master Capacity Release Agreement  
Between  
Mississippi River Transmission Corporation

and \_\_\_\_\_

Releasing Customer's:

Rate Schedule \_\_\_\_\_ Service Identification Number \_\_\_\_\_

Point(s) of Delivery Specified in Release Offer:

	Maximum Delivery Pressure	Maximum Delivery Point Quantity *	Legal
Delivery Points	(PSIG)	(MMBtu/d)	Description

\* For service hereunder, the sum of all individual maximum delivery point quantities shall not exceed the MDQ set forth herein.

Firm Point(s) of Delivery: Except for Rate Schedule FSS capacity released pursuant to Section 14 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1, Delivery Point(s) within those rate zones for which Releasing Customer has capacity shall be Secondary Delivery Point(s); provided that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by MRT to be operationally feasible.

During the term of the release, MRT shall not be obligated to deliver to all delivery point(s) a cumulative quantity in excess of the MDQ set forth herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-006

**Original Sheet No. 316** Original Sheet No. 316 : Superseded

FORM OF  
MASTER CAPACITY RELEASE AGREEMENT  
(Continued)

EXHIBIT A

Addendum No. \_\_\_\_  
(Continued)

IN WITNESS WHEREOF, both MRT and Replacement Customer have  
executed this Addendum in several counterparts by their respective  
officers or other persons duly authorized to do so.

ATTEST: MISSISSIPPI RIVER TRANSMISSION  
CORPORATION

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
(Name)  
(Title)  
(Address)

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

ATTEST: REPLACEMENT CUSTOMER

\_\_\_\_\_  
Secretary By: \_\_\_\_\_  
(Name)  
(Title)  
(Address)

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 317** Original Sheet No. 317 : Superseded

SHEET NOS. 317 THROUGH 319 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**Second Revised Sheet No. 320** Second Revised Sheet No. 320 : Effective  
Superseding: First Revised Sheet No. 320

FORM OF  
OPERATIONAL BALANCING AGREEMENT

between \_\_\_\_\_  
and CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION

WHEREAS, the facilities operated by \_\_\_\_\_  
(" ") and by CenterPoint Energy - Mississippi River Transmission Corporation  
("MRT") interconnect at the "Interconnection Point" specified on Exhibit 1  
attached hereto;

WHEREAS, \_\_\_\_\_ and MRT are parties to one or more transportation  
agreements whereby both \_\_\_\_\_ and MRT either receive gas which Customers  
cause to be delivered at the Interconnection Point(s) or deliver gas which  
Customers cause to be received at the Interconnection Point;

WHEREAS, from time to time, the gas quantities delivered to or by  
\_\_\_\_\_ or MRT at the Interconnection Point may be greater or less than the  
quantities nominated by Customers and confirmed by MRT and \_\_\_\_\_,  
resulting in inadvertent over- or underdeliveries relative to the Customers'  
nominated quantities;

NOW, THEREFORE, \_\_\_\_\_ and MRT, ("The Parties") agree that such  
over- or underdeliveries at the Interconnection Point shall be treated in the  
following manner:

ARTICLE 1

SCHEDULING AND CONTROL

Section 1.1 - Prior to the first day of each month and from time to time  
during the month, the Parties shall reconcile and confirm in writing (or such  
other mutually agreed upon method) the nominations received by each from  
Customers for whom the Parties would deliver or receive gas at the  
Interconnection Point during such month. Any changes to such confirmed  
nominations shall be effective only if agreed to by both parties. A summary  
of the total confirmed nominations will be completed and signed by both  
Parties as soon as practicable after the end of such month.

Section 1.2 - The Parties intend that the quantities actually delivered  
and received each day at the Interconnection Point will equal the confirmed  
nominations. On a daily basis, except for periods when this

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Second Revised Sheet No. 321** Second Revised Sheet No. 321 :    Effective  
Superseding: First Revised Sheet No. 321

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

Agreement is suspended as provided herein, the Parties agree to accept the quantities nominated and confirmed for receipt and delivery by the respective Customers at the Interconnection Point as being the actual quantity received and delivered by such Customers during such day. Any difference between the total actual flow and the total confirmed nomination at the Interconnection Point for such day shall constitute an Operational Imbalance between the Parties which will be the responsibility of the Parties to eliminate amongst themselves pursuant to this Agreement.

Section 1.3 - Estimated meter quantities shall be used on a daily basis during a current month to determine the estimated Operational Imbalance at the Interconnection Point. Adjustments to actual flow will be made during such current month as mutually agreed by the Parties to adequately control levels of Operational Imbalances.

ARTICLE 2

IMBALANCE SETTLEMENT

Section 2.1 - The actual flow at the Interconnection Point each month will be determined and communicated by \_\_\_\_\_ in writing as soon as possible but in no case later than the fifth (5th) business day of the month following the month of activity. Actual flows shall be determined pursuant to MRT's FERC Gas Tariff, Third Revised Volume No. 1. Any Operational Imbalance shall be corrected in a manner mutually agreed to within thirty (30) days of the date the Operational Imbalance is agreed to in writing on the attached Exhibit 1 or in any other form mutually agreeable to the Parties by the authorized personnel of the Parties or within a mutually agreeable longer period of time.

Section 2.2 - All quantities of gas hereunder, including gas received and delivered to correct Operational Imbalances, shall be reported in thermal units which are determined pursuant to MRT's FERC Gas Tariff, Third Revised Volume No. 1.



Effective Date: 12/01/2002    Status: Effective  
FERC Docket: RP03- 51-000

**Fourth Revised Sheet No. 322** Fourth Revised Sheet No. 322 :    Effective  
Superseding: Third Revised Sheet No. 322

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

ARTICLE 3

SUSPENSION OF OBLIGATIONS

Section 3.1 - Notwithstanding anything to the contrary in this Agreement, the practice of accepting Customers' confirmed nominations at the Interconnection Point as actual flow and accounting for the differences as Operational Imbalances may be temporarily suspended in the event either Party discovers or anticipates, in such Party's sole discretion, that the actual flow at the Interconnection Point is varying or will vary significantly from the confirmed nominations due to extraordinary circumstances including, but not limited to, severe cold weather, hurricane or any other event that significantly affects the gas supplies which are available for delivery at the Interconnection Point or any other weather related event that significantly affects the Party's ability to handle variances at the Interconnection Point. Such suspension will be effective on the date verbal notice is provided by the suspending Party's Gas Control personnel to the other Party's Gas Control personnel. Such verbal notice shall be confirmed in writing no later than the second business day following the date of desired suspension. For this purpose, each business day shall begin at 9:00 a.m. CT and unless otherwise agreed, each event of suspension or resumption of activity hereunder shall become effective at the start of a business day. The use of Operational Imbalances will resume on the date mutually agreed to in writing by the Parties. For purposes of notification under this section the Parties agree to use Facsimile Transmission, as follows:

MRT                    Telecopy No.:            (318) 429-3298  
                          Attention:    Transportation Services

\_\_\_\_\_                Telecopy No.:            \_\_\_\_\_  
                          Attention:                \_\_\_\_\_

Section 3.2 - The Parties will cooperate in promptly determining the allocation of the deliveries and receipts during any suspension period in accordance with the provisions of Section 1.

*Effective Date: 12/01/2002    Status: Effective*

*FERC Docket: RP03- 51-000*

**Third Revised Sheet No. 323** Third Revised Sheet No. 323 :    Effective  
Superseding: Second Revised Sheet No. 323

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

Section 3.3 - In the event that a capacity constraint occurs on either Party's pipeline system which results in curtailment of quantities through the Interconnection Point, the Party on whose system the constraint has occurred shall determine the reallocation of quantities to the Customers on such Party's pipeline system. If the constraint occurs at the Interconnection Point, the Party which owns the meter at the Interconnection Point shall be deemed to have the constraint on its system. Pursuant to Section 1 above, the confirmed nominations shall be changed to reflect such reallocation of capacity.

ARTICLE 4

TERM

Section 4.1 - This Agreement shall be effective \_\_\_\_\_ and shall continue until canceled by either Party upon forty-eight hours' prior written notice. Any remaining Operational Imbalance will be corrected within thirty days after the final Operational Imbalance is agreed to in writing by the Parties, or within any mutually agreeable longer period of time.

ARTICLE 5

MISCELLANEOUS

[Section 5.1 - Complete as appropriate.]

Effective Date: 03/01/2004 Status: Effective

FERC Docket: RP04-152-000

**First Revised Sheet No. 324** First Revised Sheet No. 324 : Effective  
Superseding: Original Sheet No. 324

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

The Parties' signatures below will evidence their agreement to this  
Operational Balancing Agreement.

ACCEPTED AND AGREED TO:

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

CENTERPOINT ENERGY - MISSISSIPPI RIVER  
TRANSMISSION CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ACCEPTED AND AGREED TO:

this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**Second Revised Sheet No. 325** Second Revised Sheet No. 325 : Effective  
Superseding: First Revised Sheet No. 325

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

EXHIBIT 1  
MONTHLY SUMMARY FOR \_\_\_\_\_

OPERATIONAL BALANCING AGREEMENT  
BY AND BETWEEN

CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION and  
\_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_.

Name of Interconnection  
Point: \_\_\_\_\_

Preparer's Name \_\_\_\_\_ and  
Phone No. \_\_\_\_\_

Effective Date of this Statement \_\_\_\_\_ Date Prepared \_\_\_\_\_

MRT's Customers' Names and Contracts	_____'s Customers' Names and Contracts	Total Months Dth Nomination
_____	_____	_____
_____	_____	_____

NOMINATED TOTAL AT INTERCONNECTION POINT \_\_\_\_\_

METERED QUANTITY \_\_\_\_\_

OPERATIONAL BALANCE \_\_\_\_\_

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION

By: \_\_\_\_\_

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

By: \_\_\_\_\_

*Effective Date: 11/01/1993    Status: Effective*

*FERC Docket: RS92- 43-006*

**Original Sheet No. 326** Original Sheet No. 326 :    Effective

SHEET NOS. 326 THROUGH 328 HAVE BEEN

RESERVED FOR FUTURE USE

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FERC Docket: RP03- 51-000

**Second Revised Sheet No. 329** Second Revised Sheet No. 329 : Effective  
Superseding: First Revised Sheet No. 329

FORM OF  
EMERGENCY REALLOCATION AND DIVERSION AGREEMENT

This Emergency Reallocation and Diversion Agreement (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ (User) and \_\_\_\_\_ (Provider).

WHEREAS, User desires to purchase gas supplies and/or pipeline capacity from Provider in an emergency pursuant to Section 8.4 of the General Terms and Conditions of CenterPoint Energy - Mississippi River Transmission Corporation's (MRT) FERC Gas Tariff, Third Revised Volume No. 1 (Tariff);

WHEREAS, Provider desires to make available to User gas supplies and/or pipeline capacity pursuant to Section 8.4 of the General Terms and Conditions of MRT's Tariff;

WITNESSETH, in consideration of the mutual covenants herein contained, the parties to this Agreement agree as follows:

1. This Agreement shall become effective November 1, \_\_\_\_ and shall continue until \_\_\_\_\_.

2. Provider agrees to make available and User agrees to pay for pipeline capacity and/or natural gas, up to the amounts set forth below if User has a bona fide emergency, and provides an affidavit to MRT verifying such emergency, as more fully set forth in Section 8.4 of the General Terms and Conditions of MRT's Tariff.

[Amount of pipeline capacity and/or natural gas to be made available.]

3. User agrees to pay for each Dth of reallocated capacity and/or diverted supply under this Agreement in accordance with MRT's Tariff. Pursuant to MRT's Tariff, Provider will be credited with the amount paid by User.

4. User agrees to pay Provider for damages, if any, not compensated by the payment set forth in the Tariff.

[5. Any additional terms as agreed upon by User and Provider.]

Effective Date: 07/05/2005 Status: Effective

FERC Docket: RP05-398-000

**Third Revised Sheet No. 330** Third Revised Sheet No. 330 : Effective  
Superseding: Second Revised Sheet No. 330

FORM OF  
EMERGENCY REALLOCATION AND DIVERSION AGREEMENT  
(Continued)

6. User shall send Provider, by telecopy, a copy of the verified affidavit provided to MRT pursuant to Section 8.4 of the General Terms and Conditions of MRT's Tariff, prior to notifying MRT of the emergency.

7. All communications relating to this Agreement shall be made by U.S. mail or telecopy as follows:

For User:  
[Name, address, telecopy number]

For Provider:  
[Name, address, telecopy number]

For notification to MRT:  
CenterPoint Energy - Mississippi River Transmission Corporation  
Attn: System Control Department  
1600 S. Brentwood Blvd., Suite 590  
St. Louis, MO 63144  
Telecopy No. (314) 991-7317

8. No waiver, representation or agreement, oral or otherwise, shall affect the matters herein unless and until such is reduced to writing and executed by the Parties, with a copy provided to MRT.

9. This Agreement is subject to the terms and conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1 and all regulations of the Federal Energy Regulatory Commission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

User: \_\_\_\_\_

Provider: \_\_\_\_\_

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 331** First Revised Sheet No. 331 : Effective

Superseding: Original Sheet No. 331

CenterPoint Energy - Mississippi River Transmission Corporation

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

This ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (this "Agreement") is made as of [\_\_\_\_], [\_\_], by and between CenterPoint Energy - Mississippi River Transmission Corporation, a Delaware corporation and [\_\_\_\_], a [\_\_\_\_] (each sometimes a "Party" and collectively, the "Parties") to facilitate administrative matters exchanged between the parties ("Transactions")

in furtherance of the Parties' transportation agreements by providing the option for electronically transmitting and receiving data in agreed formats according to the standards published by the North American Energy Standards Board as adopted by the Federal Energy Regulatory Commission.

#### Section 1. Prerequisites.

1.1. Documents and Standards. Each Party may electronically transmit to or receive from the other Party any of the transaction sets which the parties agree in writing to utilize to effectuate the communications delineated

in such transaction sets (each agreed upon transaction set, a "Document," and collectively, the "Documents").

The Parties may agree to utilize transaction sets pursuant hereto from time to time by executing detailed "Electronic Data Interchange" specification exhibits (each, an "EDI Exhibit") referencing this Agreement, setting forth the applicable electronic delivery mechanism, including back-up and alternate electronic delivery

mechanisms, if any, and identifying the transaction sets and all applicable "Receipt Computers," "Digital Codes," "Functional Acknowledgments," "Response Documents," "Providers," and "Functional Acknowledgment Deadlines" (all as below defined). Any electronic transmission of data which is not a Document shall not be

subject to the terms and conditions of this Agreement. Each Document shall be transmitted by one Party ("Sender") to the other Party ("Receiver") in accordance with the standards and published industry guidelines

(collectively, the "Standards") identified in the Appendix hereto (the "Appendix"). In the event of a conflict

between the body of this Agreement and the Appendix, the Appendix will govern. In the event of a conflict

between the body of this Agreement or the Appendix, and an EDI Exhibit, the EDI Exhibit will govern.

1.2. Electronic Communication Providers. Documents will be transmitted electronically to each Party as specified in the applicable EDI Exhibit either directly, or through any third Party electronic communication

provider ("Provider") with which either Party may contract, such as a value added network provider or an Internet service provider. Either Party may modify its election to use, not use or change a Provider upon 30

days prior written notice to the other Party. Each Party shall be responsible for the costs of any Provider

with which it contracts. Sender shall pay all costs of its Provider associated with the transmission of a Document to the "Receipt Computer" designated in the EDI Exhibit for Receiver and Receiver shall pay all costs

of its Provider associated with the retrieval and receipt of a Document. Where the Parties employ the services

of a Provider, the Receipt Computer shall be identified either as Receiver's electronic mailbox or uniform

resource locator, as applicable. Each Party shall be liable for the acts or omissions of its Provider while

transmitting, retrieving, receiving, storing or handling Documents, or performing related activities, for such

Party; provided, if both Parties use the same Provider to effect the transmission, retrieval and receipt of a

Document, Sender shall be liable for the acts or omissions of such Provider related to activities associated

with the transmission of the Document and Receiver shall be liable for the acts or omissions of such Provider

related to activities associated with the retrieval and receipt of the Document. This provision does not limit

any claim of a Party against any Provider in respect of any act or omission.

1.3. System Operations and Security Procedures. The equipment, software, services and testing necessary



to  
transmit, retrieve and receive Documents shall be at each Party's sole expense. Each Party shall properly use those security procedures set forth in the Appendix.

1.4. Digital Codes. Each Party may adopt as its signature a digital signature identification ("Digital Code") consisting of symbols or codes which are to be affixed to or contained in the Document transmitted by such Party where required by the Standards or as may be otherwise agreed by the Parties. In cases where a Digital Code is required for a Document, the requirement shall be specified in the applicable EDI Exhibit. Each Party agrees that the Digital Code of such Party affixed to or contained in any Document shall be sufficient to verify such Party originated such Document. Neither Party shall disclose to any unauthorized person the Digital Code of the other Party.

1.5. Keys. When the Parties are utilizing the Internet electronic delivery mechanism, each Party shall maintain a "public key," an encryption algorithm utilized to facilitate private electronic communication which may be changed from time to time, all in accordance with this Section 1.5 and applicable procedures set forth in the Appendix. Each Party shall provide to the other Party its public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file, (b) an electronic simple mail transfer protocol mail message with the public key contained in the body, or (c) as otherwise agreed. The public key shall be verified by the Party to whom it is sent by validating the fingerprint of the public key, which validation may be made by telephonic verification between designated representatives of each Party. As mutually agreed in the Appendix, each Party shall provide to the other Party a written schedule of the frequency it intends to change its public key. If a Party desires to change its public key at a time other than that scheduled, or does not desire to change its

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**FERC Docket: RP97- 73-005**

**Original Sheet No. 332** Original Sheet No. 332 :    Effective

public key as scheduled, such Party shall provide at least five business days prior written notice thereof to the other Party; provided, under emergency circumstances a prior written notice of one business day may be given.

## Section 2. Transmissions.

2.1. Proper Receipt. There shall not be deemed to have been a "proper receipt" of a Document until accessible to Receiver at such Party's Receipt Computer as evidenced by the receipt by Sender of the time-stamp response initiated by Receiver indicating successful receipt of the Document in accordance with the Standards. The method of time-stamp response to be utilized by the Parties shall be set forth in the Appendix. No Document shall have any effect (a) for which a time-stamp response is not received by Sender or (b) for which a time-stamp response indicating error is applicable.

2.2. Verification. Upon proper receipt of any Document, Receiver shall verify that the Document originated from an authorized trading partner, process the decryption of the Document, if necessary, and translate the Document in accordance with the Standards.

2.3. Response Document. By mutual agreement, the Parties may designate in the applicable EDI Exhibit a "Response Document" transaction set in addition to a Functional Acknowledgment transaction set. A Response Document does not include the time-stamp response specified in Section 2.1 hereof. For purposes of this Agreement, a "Response Document" confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains valid substantive data to effectuate the communication. If the Response Document indicates valid substantive content, the communication set forth in the applicable Document shall be deemed effectively completed under the applicable transportation agreement between the Parties [describe other arrangement if applicable]. If the Response Document does not indicate valid substantive content, the communication set forth in the applicable Document shall be deemed not to have been effectively completed under the applicable transportation agreement between the Parties [describe other arrangement if applicable].

## Section 3. Transaction Terms.

3.1. Regulations. Notwithstanding Section 4.1 hereof, if any Party determines that this Agreement is in conflict with either that Party's existing tariff or an obligation imposed by a governmental entity exercising jurisdiction over that Party, then the affected Party shall give immediate written notice to the other Party defining which terms of this Agreement are affected and the reasons therefor. The affected Party may also provide notice of termination of this Agreement as provided in Section 4.1 hereof, effective immediately upon receipt of such notice by the other Party to this Agreement.

3.2. Validity, Enforceability and Confidentiality. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing" pursuant to applicable law. Any Document when containing, or to which there is affixed, a Digital Code (a "Signed Document") shall be deemed for all purposes hereunder and at law to have been "signed" and to constitute an "original" when printed

from electronic files or records established and maintained in the normal course of business. The conduct of the Parties pursuant to this Agreement, including the use of any Signed Document properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the Parties in furtherance of this Agreement and the transportation agreements between the Parties. The Parties agree not to contest the validity or enforceability of any Signed Document under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the Party to be bound thereby. A Signed Document, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of a Signed Document under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Document was not originated or maintained in documentary form. No information contained in any Document shall be considered confidential except as provided by the transportation agreements between the Parties, other written agreements between the Parties or by applicable law.

#### Section 4. Miscellaneous.

4.1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either Party with not less than 30 days prior written notice specifying the effective date of termination; provided, should either Party utilize this Agreement for purposes other than the Transactions contemplated hereby or for any illegal purpose, the other Party may immediately terminate this Agreement by written notice; provided further, any termination shall not affect the respective obligations or rights of the Parties arising under any Documents effectively communicated under this Agreement prior to the effective date of termination.

4.2. Agreement Not Severable. If any provision of this Agreement is determined to be invalid or unenforceable, then as of such determination this Agreement in its entirety will be deemed ineffective and unenforceable by the Parties; provided, the respective obligations or rights of the Parties arising under

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FERC Docket: RP03- 51-000

**First Revised Sheet No. 333** First Revised Sheet No. 333 : Effective

Superseding: Original Sheet No. 333

any documents effectively communicated under this Agreement prior thereto shall not be affected.

4.3. Entire Agreement. As and when executed by the Parties, each EDI Exhibit shall be considered a part of this Agreement. This Agreement, including the Appendix and each EDI Exhibit which are incorporated herein by this reference, constitutes the complete agreement of the Parties relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding upon either Party. This Agreement is solely for the benefit of, and shall be binding solely upon, the Parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any Party other than the Parties hereto and no other Party shall have any right, claim or action as a result of this Agreement. No forbearance by any Party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.4. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Delaware of the United States of America, excluding any conflict-of-law rules and principles of that state which would result in reference to the laws or rules of another jurisdiction.

4.5. Exclusion of Certain Damages. Neither Party shall be liable to the other for any special, incidental, exemplary, punitive, or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission, retrieval or receipt of any Documents pursuant to this Agreement, even if either Party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from this Agreement shall be set forth in the Appendix.

4.6. Notices. Unless otherwise expressly provided in this Agreement, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, to the addressee Party at such Party's address set forth in the Appendix. Either Party may change its address for the purpose of notice hereunder by giving the other Party no less than five days prior written notice of such new address in accordance with the preceding provisions.

4.7. Force Majeure. No Party shall be liable for any failure to perform its obligations hereunder where such failure results from an act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such Party from transmitting, retrieving or receiving any Documents, and which by the exercise of due diligence such Party is unable to prevent or overcome.

4.8. Assignment. This Agreement may not be assigned or transferred by either Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a Party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

Each Party has caused this Agreement to be properly executed in multiple original counterparts on its behalf effective as of the date first above written.

CENTERPOINT ENERGY - MISSISSIPPI RIVER TRANSMISSION CORPORATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 334** First Revised Sheet No. 334 : Effective

Superseding: Original Sheet No. 334

CenterPoint Energy - Mississippi River Transmission Corporation

APPENDIX TO ELECTRONIC DATA INTERCHANGE

TRADING PARTNER AGREEMENT DATED \_\_\_\_\_

1. IDENTIFICATION AND ADDRESSES:

-----

COMPANY NAME

AGENT NAME (IF ANY)

STREET ADDRESS

CITY STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

ZIP/POSTAL CODE

ATTENTION

(Name and Title of EDI System Contact)

PHONE

FAX

E-MAIL

OTHER NOTICE METHOD OR ADDRESS

COMMON CODE IDENTIFIER

COMPANY NAME

AGENT NAME (IF ANY)

STREET ADDRESS

CITY STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

ZIP/POSTAL CODE

ATTENTION

(Name and Title of EDI System Contact)

PHONE

FAX

E-MAIL

OTHER NOTICE METHOD OR ADDRESS

COMMON CODE IDENTIFIER

2. STANDARDS:

-----

Specify all applicable standards, such as the standards of the American  
National Standards Institute. \_\_\_\_\_

3. INDUSTRY GUIDELINES:

-----

Specify all applicable published industry guidelines or applicable  
regulations, such as North American Energy Standards Board Version \_\_\_\_\_,  
as adopted by the F. E. R. C. \_\_\_\_\_

4. SECURITY PROCEDURES:

-----

(a) Contact for public key exchange:

(b) Method of contact for public key exchange (phone, e-mail etc.):

(c) Method for public key exchange:

(d) Date for submission of scheduled public key exchanges: \_\_\_\_\_

(e) Scheduled public key exchange procedures, if any: \_\_\_\_\_

(f) Unscheduled public key exchange procedures: \_\_\_\_\_

(g) Designated representatives for public key verification: \_\_\_\_\_

5. METHOD OF TIME-STAMP RESPONSE:

-----

6. LIMITATION ON DIRECT DAMAGES TO SOFTWARE AND HARDWARE:

-----Specify, if  
any. \_\_\_\_\_

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 335** First Revised Sheet No. 335 : Effective

Superseding: Original Sheet No. 335

CenterPoint Energy - Mississippi River Transmission Corporation

EDI EXHIBIT

Internet Information  
-----

My Company will use the Internet as:  
Primary EDI Communications

Backup to Pipeline Proprietary

Not at all

Electronic Communication Provider:  
-----

Company Name	CenterPoint Energy - Mississippi River Transmission Corporation
-----	-----

Business Representative:  
Telephone:  
Fax:  
E-Mail:

EDI System Contact:  
Telephone:  
Fax:  
E-Mail:

Receipt Computer and any Test Sites:  
-----

Company Name	CenterPoint Energy - Mississippi River Transmission Corporation
-----	-----

DUNs Number	006968077
Public Key	
PGP USER ID	
URL Address: Receipt Computer	
URL User Name/:Password	
Backup URL Address (Optional)	
Backup URL User Name/Password	
Basic Authorization User ID:	
Basic Authorization Password:	

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 336** First Revised Sheet No. 336 : Effective

Superseding: Original Sheet No. 336

EDI EXHIBIT

Transaction Set Worksheet

Transaction Set Information:

-----

Transaction Description:

Transaction Set ID:

Transaction Version:

Estimated Transactions per Month:

Company Name

-----

Company Name

CenterPoint Energy - Mississippi  
River Transmission Corporation

ISA QUALIFIER (ISA05/07)

ISA ID 9ISA/06/08)

GS APPLICATION ID (GS02/03)

Transaction Set Contact Information:

-----

Company Name

-----

Company Name

CenterPoint Energy - Mississippi  
River Transmission Corporation

Business Representative:

Telephone:

Fax:

E-Mail:

EDI System Contact

Telephone:

Fax:

E-Mail:

Reference is made to the Electronic Data Interchange Trading Partner Agreement between the undersigned pursuant to which this EDI Exhibit is executed.

Company

CenterPoint Energy - Mississippi  
River Transmission Corporation

\_\_\_\_\_  
Name/Title/Date

\_\_\_\_\_  
Name/Title/Date

\_\_\_\_\_

\_\_\_\_\_

Effective Date: 12/01/2002 Status: Effective

FERC Docket: RP03- 51-000

**First Revised Sheet No. 337** First Revised Sheet No. 337 : Effective

Superseding: Original Sheet No. 337

CenterPoint Energy - Mississippi River Transmission Corporation

EDI TRADING PARTNER DATA SPECIFICATIONS

LIST OF TRANSACTION DATA SETS

Dataset Transaction Description	NAESB Version	Your Company Send/Receive
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Nominations		
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Pre-Determined Allocation Quick Response		
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Capacity Release Withdrawal Upload		
Upload of Pipeline Pre-Arranged Deal (UPPD)		
Upload of Pre-Arranged Deal Validation		
Pre-Arranged Deal Notification/Req for Confirm		
Pre-Arranged Deal Bidder Confirmation		
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Operationally Available and Unsubscribed Capacity		
Upload of Request for Download of Data		
Response to Upload of Req for Download of Data		
Systemwide Notices		
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