# **Table of Contents**

First Revised Sheet No. 1	3
First Revised Sheet No. 2	4
Original Sheet No. 3	5
Substitute Sixth Revised Sheet No. 5	6
Substitute Sixth Revised Sheet No. 6	7
Fourth Revised Sheet No. 11	8
First Revised Sheet No. 12	9
Second Revised Sheet No. 18	10
Second Revised Sheet No. 20	11
First Revised Sheet No. 23	12
First Revised Sheet No. 24	13
Second Revised Sheet No. 28	14
Second Revised Sheet No. 30	15
First Revised Sheet No. 33	16
First Revised Sheet No. 34	17
First Revised Sheet No. 101	18
Third Revised Sheet No. 103	19
First Revised Sheet No. 103A	20
Fifth Revised Sheet No. 104	21
First Revised Sheet No. 104A	22
First Revised Sheet No. 112	23
Second Revised Sheet No. 124	24
Second Revised Sheet No. 124A	25
Substitute Original Sheet No. 124B	26
Original Sheet No. 125A	27
Third Revised Sheet No. 126	28
First Revised Sheet No. 126A	29
Second Revised Sheet No. 126B	30
Substitute First Revised Sheet No. 129	31
Substitute First Revised Sheet No. 131	32
First Revised Sheet No. 138	33
2nd Sub First Revised Sheet No. 139	34
First Revised Sheet No. 142	35
First Revised Sheet No. 143	36
Second Revised Sheet No. 144	37
Fourth Revised Sheet No. 149	38
Third Revised Sheet No. 150	39
First Revised Sheet No. 151	40
Second Revised Sheet No. 152	41
First Revised Sheet No. 155	42
Third Revised Sheet No. 156	43
Original Sheet No. 156A	44
First Revised Sheet No. 157	45
Third Revised Sheet No. 158	46
First Revised Sheet No. 161	47

Substitute Original Sheet No. 166	48
Substitute Original Sheet No. 171	49
Substitute Original Sheet No. 172	50
First Revised Sheet No. 199	51
Original Sheet No. 200	52
Substitute Sixth Revised Sheet No. 203	53
Third Revised Sheet No. 203A	54
First Revised Sheet No. 307	55
First Revised Sheet No. 308	56
First Revised Sheet No. 309	57
First Revised Sheet No. 310	58
Second Revised Sheet No. 400	59

## Effective Date: 12/01/1996 Status: Effective

FERC Docket: RP97- 38-000

**First Revised Sheet No. 1** First Revised Sheet No. 1 : Superseded Superseding: Original Sheet No. 1

TABLE OF CONTENTS

Third Revised Volume No. 1	Sheet No.
Preliminary Statement	3
System Map	4
Currently Effective Rates Rate Schedules T and I	· · · 5 · · · 6
Rate SchedulesTFirm Transportation Service.IOverrun Transportation Service.FTSFirm Transportation Service.ITSInterruptible Transportation Service.	13 15
General Terms and Conditions1.Definitions.2.Interest Expense Adjustment.3.Assignment to Downstream Customers of Pipeline Shippers4.Reserved for Future Use.5.Expansion of the System.6.Priority of Service.7.Receipt Points.8.Delivery of Gas for the Account of Shipper9.New Facilities Charge.10.Nomination/Reporting and Balancing11.Pooling Point.12.Determination of Daily Receipts.13.Determination of Deliveries.14.Scheduling Charges15.Imbalances16.Statements, Billing, Payment and Discounting Policy.17.Evaluation of Credit18.Direct Access Request and Tracking System (DART)19.Capacity Release by Firm Shippers.20.Advertisement and Marketing Fees21.Pre-Granted Abandonment, Contract Rollovers and	105 106 108 109 110 120 121 122 124 127 127 129 131 132 134 140 142 147
Right of First Refusal	180

Effective Date: 12/01/1996 Status: Effective FERC Docket: RP97- 38-000 First Revised Sheet No. 2 First Revised Sheet No. 2 : Superseded Superseding: Original Sheet No. 2 TABLE OF CONTENTS

\_\_\_\_\_

Sheet No. \_\_\_\_\_

Third R	evised Volume No. 1	Sh	eet No
General	Terms and Conditions (contd.)		
24.	Quality of Gas		186
25.	Force Majeure		
26.	Possession of Gas, Title and Responsibility		189
27.	Notification		190
28.	Facilities/Obligation to Carry Out Agreement/Filings .		192
29.	Indemnification		
30.	Successors and Assigns		194
31.	Regulation		195
32.	Operator		196
33.	Limitation on Partner Liability and Line Pack		197
34.	Operating Conditions Pursuant to Order No. 497		
35.	Annual Charges Adjustment Charge		201
36.	Non-Waiver of Future Default		

Forms of Service	Agreement									
Rate Schedules	T and I									300
Rate Schedules	FTS and ITS									308

4

Effective Date: 12/01/1993 Status: Effective FERC Docket: RS92- 85-003 Original Sheet No. 3 Trailblazer Pipeline Company: Third Revised Volume No. 1 Original Sheet No. 3 : Superseded

PRELIMINARY STATEMENT

Trailblazer Pipeline Company is a general partnership formed under the laws of the State of Illinois by Columbia Gulf Transmission Company, NGPL-Trailblazer Inc. and Northern Trailblazer Pipeline Company, each of which is a corporation organized and existing under the laws of the State of Delaware.

Trailblazer Pipeline Company is a natural gas company engaged in the business of transporting natural gas in the states of Colorado, Wyoming and Nebraska.

# Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP97-408-003

**Substitute Sixth Revised Sheet No. 5** Substitute Sixth Revised Sheet No. 5 : Superseded Superseding: First Revised Fifth Revised Sheet No. 5

CURRENTLY EFFECTIVE RATES 1/

Rate Schedule T	Rate per Dth 
Demand Charge	\$5.5168
Commodity Rate	\$0.0019

Rate Schedule I

Overrun Transportation	Service	\$0.1833
------------------------	---------	----------

ACA Charge

Unit	char	ge pursu	lant to	) Sec	ction	35		
of	the	General	Terms	and	Cond	itions	ç	\$0.0022

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1/ Maximum daily quantities and rates set forth in individual service agreements on an Mcf basis shall be deemed to have been converted to a thermal billing basis utilizing a factor of 1.060 Btu.

## Effective Date: 01/01/1998 Status: Effective

FERC Docket: RP97-408-003

**Substitute Sixth Revised Sheet No. 6** Substitute Sixth Revised Sheet No. 6 : Superseded Superseding: First Revised Fifth Revised Sheet No. 6

CURRENTLY EFFECTIVE RATES 1/

	Rate p	er Dth
Rate Schedule FTS	 Maximum 	Minimum 
Reservation Charge	\$5.5168	\$0.0000
Commodity Charge	\$0.0019	\$0.0019

Authorized Overrun Service

The rate for Overrun Transportation Service shall be that contained in Rate Schedule ITS.

Rate Schedule ITS

Maximum Rate

ACA Charge

Unit charge pursuant to Section 35 of the General Terms and Conditions

\$0.0022

\$0.1833 \$0.0019

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1/ Maximum daily quantities and rates set forth in individual service agreements on an Mcf basis shall be deemed to have been converted to a thermal billing basis utilizing a factor of 1.060 Btu.

### Effective Date: 01/01/1998 Status: Effective FERC Docket: RP97-408-000 Fourth Revised Sheet No. 11 Fourth Revised Sheet No. 11 : Superseded Superseding: Third Revised Sheet No. 11 RATE SCHEDULE T

ALE SCHEDOLE I

operational date of a System expansion occurs on any day other than the first day of a month, then the Demand Charges for such month relating to the increase in capacity resulting from the System expansion shall be reduced proportionately based on the ratio of the number of days that expanded transportation service was not in effect to the total number of days in such month.

### 4.3 COMMODITY RATE

In addition to the monthly Demand Charge, Shipper shall each month pay Trailblazer a Commodity Charge in an amount equal to the product of: (a) volumes (in Dth) received by Trailblazer from Shipper at the points of receipt in Appendix A to the service agreement during such month; and (b) Trailblazer's currently effective commodity rate as set forth in the Currently Effective Rates section of this Tariff.

### 4.4 TARIFF CHANGES

Trailblazer may apply to the FERC for changes in this Rate Schedule, from time to time, without prejudice to the rights of any Shipper to contest such changes.

5. FLEXIBLE POINTS

Shippers under this Rate Schedule T shall be accorded the same flexibility with regard to primary, secondary and pooling points as are provided to firm Shippers under Rate Schedule FTS.

6. MINIMUM BILL

After a Shipper's Contract Demand becomes effective, such Shipper shall be obligated to pay monthly, at least a minimum bill in the amount of the Shipper's Demand Charge computed pursuant to Section 4.1 under all circumstances for the remaining term of the service agreement between Trailblazer and such Shipper. Shipper's obligation to pay the minimum bill shall not terminate nor be reduced by any circumstances including, but not limited to, events of Force Majeure, non-delivery of gas, suspension or termination of operation or abandonment of the System, or any other circumstances or events within or without the control or responsibility of the Trailblazer. Effective Date: 01/01/1998 Status: Effective FERC Docket: RP97-408-000 First Revised Sheet No. 12 First Revised Sheet No. 12 : Superseded Superseding: Original Sheet No. 12 RATE SCHEDULE T

7. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule T and shall apply to service rendered hereunder as though stated herein. Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-002 Second Revised Sheet No. 18 Second Revised Sheet No. 18 : Superseded Superseding: First Revised Sheet No. 18 RATE SCHEDULE FTS

CATE SCHEDOLE FIS

(c) Trailblazer shall tender an FTS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Trailblazer, a request for service shall be invalid if Shipper fails to execute an FTS Agreement hereunder within thirty (30) days after an FTS Agreement has been tendered by Trailblazer for execution.

3.2 Requests for service hereunder shall be deemed valid only after the information specified in this Section is provided by Shipper via Trailblazer's Direct Access Request and Tracking System (DART) or in writing to Trailblazer's Gas Transportation Department, at P.O. Box 283, Houston, Texas 77001-0283, or 3200 Southwest Freeway, Houston, Texas 77027, or Telecopy Number (713) 963-3566. The information required for a valid request shall be as follows:

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ and the MDQ for each primary point, exclusive of applicable Fuel Gas and Unaccounted For Gas; provided, however, that Trailblazer shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

(b) RECEIPT POINT(S)

The request shall specify the primary point(s) at which Shipper desires Trailblazer to receive gas.

(c) DELIVERY POINT(S)

The request shall specify the primary point(s) at which Shipper desires Trailblazer to deliver gas.

(d) LIMITATION OF POINTS

(1) A Shipper may request any number of primary Receipt and primary Delivery Points so long as the summation of MDQs at all primary Receipt Points and at all primary Delivery Points equals the aggregate MDQ.

(2) The availability to Shipper of secondary Receipt and Delivery Points, and the related priorities and volumes, are governed by the General Terms and Conditions. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 Second Revised Sheet No. 20 Second Revised Sheet No. 20 : Superseded Superseding: First Revised Sheet No. 20 RATE SCHEDULE FTS

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(4) The state(s) of the ultimate end user of the

gas.

4. TERM

(a) The term of service hereunder shall be set forth in the FTS Agreement between Shipper and Trailblazer.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of, and the terms and conditions relating to, rollovers and the right of first refusal vis a vis an FTS Agreement. Upon termination of any FTS Agreement, and subject to any such rollover or right of first refusal, service by Trailblazer to Shipper thereunder shall be terminated and automatically abandoned.

(c) Trailblazer may terminate any FTS Agreement if Trailblazer is required by the FERC or some other agency or court to provide firm service for others utilizing the System capacity or capability required for service under such FTS Agreement or if Trailblazer ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the FTS Agreement. Trailblazer's ability to terminate any FTS Agreement under this provision is intended to ensure that the contract term does not extend beyond the regulatory authority to provide the service and that the contract is consistent with the regulatory authority to provide the service.

5. RATE

5.1 Shipper shall pay Trailblazer each month under this Rate Schedule FTS a two-part rate consisting of: (a) a Reservation Charge, based on Shipper's MDQ, which consists of (1) the Base Monthly Reservation Cost, adjusted by (2) the applicable Interest Expense Adjustment as set forth in Section 2 of the General Terms and Conditions; and (b) a Commodity Charge for each MMBtu of gas received for transportation. Effective Date: 08/01/1994 Status: Effective FERC Docket: RP93- 55-003 First Revised Sheet No. 23 First Revised Sheet No. 23 : Superseded Superseding: Original Sheet No. 23 RATE SCHEDULE FTS

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5.8 Trailblazer shall provide a credit to Shippers under Rate Schedules T and FTS equal to ninety-five percent (95%) of any revenue (exclusive of revenue applicable to the ACA charge) collected by Trailblazer under Rate Schedule ITS in excess of the fixed costs allocated to interruptible transportation service (ITS) in the design of Trailblazer's underlying demand/reservation transportation rates and an amount equal to Trailblazer's FTS commodity rate times the ITS volume transported during the preceding year. The determination of any such revenue credit should be made on an annual basis commencing with the period ending November 30, 1994 and annually thereafter until the Commission allows termination of this crediting mechanism; provided, however, that Trailblazer shall not be required to begin applying previously accrued credits to customer bills until the day after the Commission has issued a final order applicable to rates for any such period, it being understood that Trailblazer shall pay interest at the Commission authorized rate if credits are deferred as a result of this proviso. Any excess ITS revenues will be reflected as a credit on the bills of individual Shippers. The percentage of excess revenues to be allocated to each individual Shipper will be determined pursuant to the following ratio: the annual reservation revenues collected from each Shipper to the total of all reservation revenues collected from all such Shippers during the same period. Any excess revenues so determined will be passed back to individual Shippers as a credit against their subsequent transportation billings until completely refunded. In no event will a Shipper's Reservation Charge be reduced below zero.

6. NOMINATIONS, SCHEDULING CHARGES AND IMBALANCES

(a) Shipper shall provide Trailblazer with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Trailblazer at Receipt Point(s), and to cause gas to be taken from Trailblazer at Delivery Point(s), in accordance with the information supplied to Trailblazer.

(b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Trailblazer may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 24 First Revised Sheet No. 24 : Superseded Superseding: Original Sheet No. 24 RATE SCHEDULE FTS

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7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) The primary Receipt Points for gas tendered to Trailblazer for transportation hereunder and the primary Delivery Points for gas delivered by Trailblazer to Shipper (or to a third party on behalf of Shipper) hereunder shall be specified in the FTS Agreement. For each individual primary Receipt and Delivery Point, and for the aggregate of all such points, Trailblazer's maximum obligation to accept and deliver gas on a firm basis shall be specified in MMBtus in the FTS Agreement. The sum of the MDQs for primary Receipt Points and the sum of the MDQs for primary Delivery Points shall not exceed the aggregate MDQ. Shipper may utilize any and all points as secondary Receipt or Delivery Points as specified in the General Terms and Conditions of this Tariff.

(b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Trailblazer hereunder; and (2) at or downstream of the Delivery Point(s) where Trailblazer delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule FTS and must be coordinated with Trailblazer.

8. OVERRUN SERVICE

Upon request of Shipper, Trailblazer may (but is not obligated to) receive, transport, and deliver on any day quantities of natural gas in excess of Shipper's MDQ under the FTS Agreement when, in Trailblazer's reasonable judgment, the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Trailblazer to meet its other obligations. In granting requests for overrun service, Trailblazer shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Trailblazer the applicable rate for Authorized Overrun Service set forth in this Tariff. Except for Authorized Overrun Service hereunder, Shipper shall pay Trailblazer an Unauthorized Overrun Charge of \$10 per MMBtu if gas tendered to Trailblazer or deliveries to Shipper under an FTS Agreement exceed the MDQ under such FTS Agreement. Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-002 Second Revised Sheet No. 28 Second Revised Sheet No. 28 : Superseded Superseding: First Revised Sheet No. 28

RATE SCHEDULE ITS

(b) Trailblazer shall promptly notify Shipper if it cannot satisfy an otherwise valid request because such request is incomplete or does not comply with this Rate Schedule ITS. Any request shall be null and void unless it is substantially complete and complies with this Rate Schedule. In the event a request is substantially but not entirely complete, Trailblazer shall inform Shipper in writing of the specific items needed to complete the ITS Agreement, after which Shipper shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days, Shipper's request shall be null and void.

(c) Trailblazer shall tender an ITS Agreement to Shipper for execution when Shipper's request for service is accepted. Unless waived by Trailblazer, a request for service shall be invalid if Shipper fails to execute an ITS Agreement hereunder within thirty (30) days after an ITS Agreement has been tendered by Trailblazer for execution.

3.2 Requests for service hereunder shall be deemed valid only after the following information is provided by Shipper via Trailblazer's DART system or in writing to Trailblazer's Gas Transportation Department, at P.O. Box 283, Houston, Texas 77001-0283, or 3200 Southwest Freeway, Houston, Texas 77027, or Telecopy Number (713) 963-3566:

(a) GAS QUANTITIES

The request shall specify in Dth the aggregate MDQ, exclusive of applicable Fuel Gas and Unaccounted For Gas; provided, however, that Trailblazer shall not be obligated to accept requests for an aggregate MDQ of less than one hundred (100) Dth per day.

### (b) AVAILABILITY OF POINTS

(1) A Shipper may utilize all available Receipt and Delivery Points on Trailblazer's System under any ITS Agreement, as more fully set out in the General Terms and Conditions of this Tariff.

(2) The available volume and priorities at any point shall be governed by the General Terms and Conditions of this Tariff.

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 Second Revised Sheet No. 30 Second Revised Sheet No. 30 : Superseded Superseding: First Revised Sheet No. 30 RATE SCHEDULE ITS

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(4) The state(s) of the ultimate end user of the

gas.

4. TERM

(a) The term of service hereunder shall be set forth in the ITS Agreement between Shipper and Trailblazer. Trailblazer may terminate the ITS Agreement if Shipper fails to cause gas to be delivered during any twelve (12) consecutive calendar months when capacity is available, unless Shipper's failure to deliver gas was attributable to circumstances of Force Majeure.

(b) The General Terms and Conditions of this Tariff shall govern the applicability of rollovers vis a vis an ITS Agreement. Upon termination of any ITS Agreement, and subject to such rollovers, service by Trailblazer to Shipper thereunder shall be terminated and automatically abandoned.

(c) Trailblazer may terminate any ITS Agreement if Trailblazer is required by the FERC or some other agency or court to provide service for others utilizing the interruptible System capacity or capability required for service under such ITS Agreement or if Trailblazer ceases (after receipt of any requisite regulatory authorization) to offer service of the type covered by the ITS Agreement.

5. RATE

5.1 Shipper shall pay Trailblazer each month under this Rate Schedule ITS a one-part Commodity Charge for each MMBtu of gas received for transportation, adjusted by the applicable Interest Expense Adjustment as set forth in Section 2 of the General Terms and Conditions, together with such other charges as are identified in this Tariff. The maximum Monthly Commodity Charge shall be the applicable maximum unit rate set out in this Tariff, adjusted by the applicable Interest Expense Adjustment, multiplied by the quantity of gas actually received by Trailblazer for transportation during the billing month. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 33 First Revised Sheet No. 33 : Superseded Superseding: Original Sheet No. 33 RATE SCHEDULE ITS

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6. NOMINATIONS, SCHEDULING CHARGES, IMBALANCES AND OVERRUN CHARGES

(a) Shipper shall provide Trailblazer with daily nominations of receipts and deliveries by Receipt and Delivery Point in accordance with the General Terms and Conditions of this Tariff. It shall be Shipper's responsibility to cause gas to be delivered to Trailblazer at Receipt Point(s), and to cause gas to be taken from Trailblazer at Delivery Point(s), in accordance with the information supplied to Trailblazer.

(b) It shall be Shipper's responsibility to keep receipts and deliveries in balance. Trailblazer may curtail service hereunder to the extent necessary to bring receipts and deliveries into balance. Any imbalance between actual receipts and actual deliveries shall be eliminated by cashout on a monthly basis in accordance with the General Terms and Conditions of this Tariff.

7. RECEIPT AND DELIVERY POINTS AND UPSTREAM AND DOWNSTREAM ARRANGEMENTS

(a) An ITS Agreement shall include all available Receipt and Delivery Points on Trailblazer's System, as more fully set out in the General Terms and Conditions of this Tariff. Trailblazer's aggregate maximum obligation to accept and deliver gas on an interruptible basis shall be specified in MMBtus in the ITS Agreement. The volumes available at each Receipt and Delivery Point, and the related priorities, shall be governed by the General Terms and Conditions of this Tariff.

(b) Conditions of delivery at Receipt and Delivery Points are set out in the General Terms and Conditions of this Tariff.

(c) Shipper shall make all necessary arrangements with other parties: (1) at or upstream of the Receipt Point(s) where gas is tendered to Trailblazer hereunder; and (2) at or downstream of the Delivery Point(s) where Trailblazer delivers gas hereunder to or for the account of Shipper. Such arrangements must be consistent with this Rate Schedule ITS and must be coordinated with Trailblazer. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 34 First Revised Sheet No. 34 : Superseded Superseding: Original Sheet No. 34 RATE SCHEDULE ITS

8. OVERRUN SERVICE

Upon request of Shipper, Trailblazer may (but is not obligated to) receive, transport, and deliver on any day quantities of natural gas in excess of Shipper's MDQ under the ITS Agreement when, in Trailblazer's reasonable judgment, the capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Trailblazer to meet its other obligations. In granting requests for Authorized Overrun Service, Trailblazer shall act in a manner consistent with the overrun service priorities set out in the General Terms and Conditions of this Tariff. Shipper shall pay Trailblazer the applicable rate for Authorized Overrun Service hereunder, Shipper shall pay Trailblazer an Unauthorized Overrun Charge of \$10 per MMBtu if gas tendered to Trailblazer or deliveries to Shipper under an ITS Agreement exceed the MDQ under such ITS Agreement.

9. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of this Tariff, 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. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 101 First Revised Sheet No. 101 : Superseded Superseding: Original Sheet No. 101 GENERAL TERMS AND CONDITIONS

1.7 DELIVERY POINT

"Delivery Point" shall mean any point at which Trailblazer delivers to or for the account of Shipper, gas which has been transported by Trailblazer under an Agreement.

### 1.8 EQUIVALENT VOLUMES

"Equivalent Volumes" shall mean the sum of the volumes of gas measured in MMBtu received by Trailblazer for the account of Shipper at the Receipt Points during any given period of time: (a) reduced by (i) Shipper's pro rata share of Fuel Gas and Unaccounted For Gas resulting from the operations of Trailblazer hereunder during the same period of time, and (ii) any gas vented as provided in Section 6.7 hereof during the same period of time; and (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of five (5) pounds per million (1,000,000) cubic feet of gas, it being the intent of the parties that the volumes of gas delivered hereunder at the Delivery Point after transportation be the thermal equivalent of the volumes of gas delivered at the Receipt Point for transportation, after reduction, correction and adjustment as provided above.

In determining Equivalent Volumes for redelivery, Trailblazer shall formulate a thermal balance evaluating inputs to, and deliveries from, the System at least once each month. The difference between Btus delivered to Trailblazer for transportation from all Shippers and Btus redelivered to all Shippers hereunder, shall be deemed Fuel Gas and Unaccounted For Gas. Each Shipper shall provide such Fuel Gas and Unaccounted For Gas pro rata to the actual Btus of gas delivered by such Shipper to Trailblazer during the period covered by the thermal balance; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas delivered by Shipper to Trailblazer which is vented under Section 6.7; and provided further that Fuel Gas shall not exceed the actual Fuel Gas as defined in Section 1.11 hereof. Notwithstanding the foregoing, the thermal balance shall be adjusted to eliminate the effect of changes in line pack that month, if any.

Upon the mutual agreement of Trailblazer and Shipper, in lieu of Trailblazer retaining gas in kind, Shipper shall reimburse Trailblazer for Fuel Gas and Unaccounted For Gas at a mutually agreed upon price. Effective Date: 11/01/1997 Status: Effective FERC Docket: RP97- 54-006 Third Revised Sheet No. 103 Third Revised Sheet No. 103 : Superseded Superseding: First Revised Sheet No. 103 GENERAL TERMS AND CONDITIONS

> factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.

### 1.16 INTRA-DAY NOMINATION

There are two types of intra-day nominations: (1) a nomination received during the gas Day for the same day of gas flow, and (ii) a nomination received after the nomination deadline for the following gas Day.

1.17 MCF

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

1.18 MDQ

"MDQ" shall mean the maximum daily quantity of gas which Trailblazer is obligated to receive or deliver at each Receipt or Delivery Point or in the aggregate, as specified in the Agreement.

1.19 MONTH

"Month" shall mean the period beginning on the first day of any calendar month and ending on the first day of the next succeeding calendar month.

### 1.20 NEGOTIATED RATE

"Negotiated Rate" shall mean a rate which Trailblazer and Shipper have agreed will be charged for the service under Rate Schedule FTS or ITS where such rate may at all times or from time to time exceed the maximum rate for service under Rate Schedule FTS or ITS, as applicable. If the rate will sometimes be less than but will never exceed the applicable maximum rate, such rate will be considered a discounted rate rather than a Negotiated Rate. Any Agreement entered into after June 1, 1997, which provides for a rate under Rate Schedule ITS or FTS other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a Negotiated Rate. Effective Date: 11/01/1997 Status: Effective FERC Docket: RP97- 54-006 First Revised Sheet No. 103A First Revised Sheet No. 103A : Superseded Superseding: Substitute Original Sheet No. 103A GENERAL TERMS AND CONDITIONS

1.21 NEGOTIATED RATE FORMULA

"Negotiated Rate Formula" shall mean a rate formula which Trailblazer and Shipper have agreed will be applied to service under Rate Schedule FTS or ITS which may result in a rate which at all times or from time to time exceeds the maximum rate for service under Rate Schedule FTS or ITS, as applicable. If the rate will sometimes be less than but will never exceed the applicable maximum rate, such rate will be considered a discounted rate rather than a rate pursuant to a Negotiated Rate Formula. Any Agreement entered into after June 1, 1997, which provides for a rate under Rate Schedule ITS or FTS other than the applicable maximum rate shall contain a provision setting out the mutual agreement of the parties as to whether the pricing terms represent a discounted rate or a rate pursuant to a Negotiated Rate Formula.

1.22 NOMINATION

"Nomination" shall mean the written requests for transportation submitted pursuant to Section 10.

1.23 OPERATIONAL BALANCING AGREEMENT ("OBA")

An OBA is a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

1.24 OVERRUN GAS

"Overrun Gas" shall mean those volumes of gas tendered for transportation by Shipper on any day in excess of its currently effective Contract Demand or MDQ, to the extent such gas is scheduled under Section 10 hereof.

### 1.25 PROSPECTIVE SHIPPER

"Prospective Shipper" shall mean those entities which do not have a currently effective Contract Demand.

Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-414-000 Fifth Revised Sheet No. 104 Fifth Revised Sheet No. 104 : Superseded Superseding: Fourth Revised Sheet No. 104 GENERAL TERMS AND CONDITIONS

1.25 RECEIPT POINT

"Receipt Point" shall mean any point at which gas is tendered by or for the account of Shipper to Trailblazer for transportation as specified in an Agreement or as applicable to service under such Agreement by operation of this Tariff.

### 1.26 RECOURSE RATE

"Recourse Rate" shall mean the applicable maximum rate which would apply to the service but for the rate flexibility allowed under Section 38 hereof.

1.27 REQUESTS FOR CAPACITY

"Requests for Capacity" as used in Section 5 shall mean a written request by any Prospective Shipper for capacity or by an Existing Shipper for additional capacity under Rate Schedule T or FTS.

1.28 SHIPPER

"Shipper" may refer to Existing Shippers, Prospective Shippers, T Shippers, FTS Shippers, or ITS Shippers, individually or collectively, depending on the context. In addition, in a given context, Shipper may refer to an entity which is seeking to become a Shipper.

1.29 STANDARD REPORTING BASIS

Standardize the reporting basis for gross heating value as Btu(IT)/cubic foot at standard conditions of 14.73 psia, 60 degrees F, and dry. Standardize the reporting standard for megajoules/cubic meter at standard conditions of 101.325 kPa, 15 degrees C, and dry. (For reference, one megajoule equals one million joules.) Standardize the reporting standard for gigacalories as 1.03546 kg/cm squared, 15.6 degrees C, and dry.

Standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, and 60 degrees F. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa and 15 degrees C.

Effective Date: 06/01/1997 Status: Effective FERC Docket: RP97-336-001 First Revised Sheet No. 104A First Revised Sheet No. 104A : Superseded Superseding: Original Sheet No. 104A GENERAL TERMS AND CONDITIONS

1.31 SYSTEM

"System" shall mean the pipeline, any compression, and related facilities owned by Trailblazer.

### 1.32 UNACCOUNTED FOR GAS

"Unaccounted For Gas" shall mean the thermal equivalent of the difference between the sum of all input volumes of gas to the System and the sum of all output volumes of gas from the System, which difference shall include but shall not be limited to gas vented (other than gas vented pursuant to Section 6.7 hereof or changes, if any, in line pack during that month) and gas lost as a result of an event of Force Majeure, the ownership of which cannot be reasonably identified, but shall not include Fuel Gas.

### 1.33 UNAUTHORIZED OVERRUN GAS

"Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Trailblazer for scheduling pursuant to Section 10 hereof.

### 1.34 YEAR

"Year" shall mean a period of three hundred sixty-five (365) consecutive days or three hundred sixty-six (366) consecutive days if such period includes February 29.

Effective Date: 10/01/1997 Status: Effective FERC Docket: RP97-490-000 First Revised Sheet No. 112 First Revised Sheet No. 112 : Superseded Superseding: Original Sheet No. 112 GENERAL TERMS AND CONDITIONS

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### 6.3 SECONDARY POINTS

(a) Shippers under Rate Schedule FTS shall have the right to use all Receipt and Delivery Points on Trailblazer's System as secondary Receipt and Delivery Points. The MDQ at any secondary point shall be equal to the aggregate MDQ. The priority of service at secondary points under Rate Schedule FTS shall be governed by the remainder of this Section 6.3.

(b) Service at the secondary Receipt and Delivery Points shall be provided to the extent capacity is available at such points after all nominations for primary point service under all of Trailblazer's firm Agreements have been satisfied. No secondary point service shall be provided in excess of a Shipper's secondary point MDQ except as overrun service. Unless a capacity constraint exists at the point, a secondary point nomination at a point within a path created by Shipper's primary points shall be treated the same as a nomination by Shipper at a primary point. For a secondary point outside such a path, service at the point and service to or from the point shall have priority over interruptible service but shall be subordinate to nominations for primary point service. Service to or from such a secondary point outside the path shall also be subordinate to secondary point service within the path to the extent both services utilize the same capacity. If a capacity constraint exists at the point, subsection (c) shall govern. If a capacity constraint exists on a path, subsection (d) shall govern. Secondary point service shall not be subject to curtailment or allocation [except as set out in Section 6.2(a)] if no capacity constraint exists at the point or path on any segment to or from the point or path.

(c) If nominations by all Shippers for secondary point service for which such Shippers are eligible exceed Trailblazer's available capacity at any secondary point, available capacity shall be allocated and scheduled pro rata based on each Shipper's confirmed nomination, within MDQ, at the secondary point. If curtailment is necessary, such curtailment shall be pro rata based on each Shipper's confirmed nomination, within MDQ, at that secondary point.

(d) If nominations by all Shippers for secondary point service for which such Shippers are eligible exceed Trailblazer's available capacity on the applicable path, available capacity shall be allocated and scheduled pro rata based on a Shipper's confirmed nominations within MDQ. If curtailment is necessary, such curtailment shall be pro rata based on a Shipper's confirmed nominations, within MDQ, for the applicable path. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 Second Revised Sheet No. 124 Second Revised Sheet No. 124 : Superseded Superseding: First Revised Sheet No. 124 GENERAL TERMS AND CONDITIONS

10. NOMINATION/REPORTING AND BALANCING

### 10.1 GENERAL

Each month during which Shipper desires service, Shipper shall furnish to Trailblazer a separate nomination for each nominated Delivery Point under each transportation Agreement. All volumes shall be expressed in MMBtus per day and shall be stated for each Receipt and Delivery Point. If an upstream or downstream party requires additional information, if the volumes transported are subject to a discounted rate, or if additional information is otherwise required by Trailblazer, then, upon notification by Trailblazer, Shipper must include in each nomination such additional information as is specified by Trailblazer. Nominations must be submitted to Trailblazer through Trailblazer's Direct Access Request and Tracking System (DART), or such other electronic means as are mutually agreed upon by Trailblazer and Shipper. In the event DART is not available to receive nominations, nominations should be submitted in writing to Trailblazer is Transportation Handbook.

10.2 NOMINATIONS FOR THE FIRST DAY OF THE MONTH

If a Shipper desires Trailblazer to transport daily quantities of gas on the first day of the month, Shipper should furnish by the last business day prior to the first day of such month, a nomination no later than ten o'clock (10:00) a.m. Central Time.

10.3 NOMINATIONS FOR DAYS OTHER THAN THE FIRST DAY OF THE MONTH

Shippers may submit nominations for days other than the first day of the month, on any day. Nominations should be received before ten o'clock (10:00) a.m. Central Time, or, if DART is not available, by nine o'clock (9:00) a.m. Central Time, in order to be effective as early as the following day. For nominations under Trailblazer's Rate Schedule ITS, if acceptance of a nomination under this Section 10.3 would cause interruption of another Shipper's gas on Trailblazer's System, then such nomination will not be accepted.

# Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-414-000

Second Revised Sheet No. 124A Second Revised Sheet No. 124A : Superseded Superseding: Substitute First Revised Sheet No. 124A GENERAL TERMS AND CONDITIONS

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(d) The standard quantity for nominations, confirmation and scheduling is dekatherms per gas day in the United States, gigajoules per gas day in Canada and gigacalories per gas day in Mexico. (For reference, 1 dekatherm = 1,000,000 Btus; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm and between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

### 10.2 STANDARD NOMINATION CYCLES

Trailblazer supports the following standard nomination cycles:

(a) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nomination party; 11:45 a.m. for receipt of nominations by Trailblazer; noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Trailblazer from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

(b) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Trailblazer; 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Trailblazer from upstream and downstream connected parties; 10:00 p.m. for Trailblazer to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Trailblazer to receive notice that it is being bumped should be effective at 9:00 a.m. on the gas Day; and when an Evening Nomination causes another Service Requester on Trailblazer to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on the gas Day.

### Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 60-001 Substitute Original Sheet No. 124B Substitute Original Sheet No. 124B : Superseded

GENERAL TERMS AND CONDITIONS

(c) The Intra-day 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Trailblazer; 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Trailblazer from upstream and downstream connected parties; 2:00 p.m. for Trailblazer to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas Day). Scheduled quantities resulting from Intra-day 1 Nominations should be effective at 5:00 p.m. on the gas Day.

(d) The Intra-day 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Trailblazer; 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Trailblazer from upstream and downstream connected parties; 9:00 p.m. for Trailblazer to provide scheduled quantities to affected shippers and point operators (central clock time on the gas Day). Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on the gas Day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.

(e) For purposes of Section 6.2 (b), (c), and (d), "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

10.3 TIMELY NOMINATIONS

Timely nominations are nominations submitted consistent with the standard nomination cycle set out in Section 10.2(a).

For nominations under Trailblazer's Rate Schedule ITS, if acceptance of a nomination under this Section 10.3 would cause interruption of another Shipper's gas on Trailblazer's System, then such nomination will not be accepted.

Nominations received after the timely nomination deadline will be scheduled after the nominations received by that deadline.

Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 60-000 Original Sheet No. 125A original Sheet No. 125A : Superseded

GENERAL TERMS AND CONDITIONS

(iii) With respect to the processing of requests for decreases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities will be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-proratedscheduled quantity will be the new confirmed quantity. Elapsed-proratedscheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

(iv) With respect to 8.5 (c) (i), (ii), and (iii), if there is no response to a request for confirmation or an unsolicited confirmation response, the Transportation Service Provider will provide the Service Requester with the following information to explain why the nomination failed, as applicable:

(1) the Service Requester's Transportation Service Provider did not conduct the confirmation:

(2) the Service Requester is told by its Transportation Service Provider that the upstream confirming party did not conduct the confirmation;

(3) the Service Requester is told by its Transportation Service Provider that the upstream Service Requester did not have the gas or submit the nomination;

(4) the Service Requester is told by its Transportation Service Provider that the downstream confirming party did not conduct the confirmation;

(5) the Service Requester is told by its Transportation Service Provider that the downstream Service Requester did not have the market or submit the nomination.

This information will be imparted to the Service Requester on the Scheduled Quantity document.

INTRA-DAY NOMINATIONS

(a) An intra-day nomination is a nomination submitted after the Timely Nomination Cycle, defined at Section 10.2(a), whose effective time is no earlier than the beginning of the gas Day and which runs through the end of that Day.

Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 60-000 Third Revised Sheet No. 126 Third Revised Sheet No. 126 : Superseded Superseding: Second Revised Sheet No. 126 GENERAL TERMS AND CONDITIONS

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(b) Trailblazer supports the nomination cycles set forth at Section 8.2 during non-Critical Times. During Critical Times, valid intra-day nominations may be submitted at any time.

(c) Trailblazer will provide notification of bumped volumes through Scheduled quantity document or via DART. All penalties shall apply to bumped volumes on the day of the bump unless Trailblazer provides otherwise on DART, EDI and its homepage. Trailblazer will waive penalties if it fails to provide appropriate notice of the bump.

(d) There is no limitation as to the number of intra-day nominations which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles.

(e) Revised predetermined allocations (described in Section 12 hereof) may need to be submitted in conjunction with the Intra-day Nomination in order to properly allocate the gas received at the nominated Receipt Point.

(f) Unless Trailblazer agrees to the contrary, the revised nomination under an Intra-day Nomination may be limited by Section 10.5(c). Trailblazer and the interconnecting party will agree on the hourly flows of the Intra-day Nomination. Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 60-000 First Revised Sheet No. 126A First Revised Sheet No. 126A : Superseded Superseding: Original Sheet No. 126A GENERAL TERMS AND CONDITIONS

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(g) An Intra-day Nomination is only effective for a single day. There is no need to re-nominate if the Intra-day Nomination is intended to modify the existing nomination. The Shipper should submit a new timely nomination if the Shipper wants to replace the previously submitted standing nomination or commence service for the next gas Day.

(h) Intra-day Nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas.

10.7 OVERRUN QUANTITIES

Shippers submitting nominations via DART or EDI for transportation of overrun volumes (volumes in excess of the applicable point or Agreement MDQ) may either include such overrun volumes in their nominations for volumes within MDQ, or may submit separate nominations for such overrun volumes. If the Shipper elects to submit a separate nomination, the Shipper should mark that nomination as being for overrun volumes.

10.8 DELEGATION

A Shipper may delegate to any third party responsibility for submitting and receiving notices or nominations or performing other administrative duties under any Agreement, subject to the following conditions:

(a) Any designation of such a representative, and any change in such designation, must be in writing and must be submitted at least two (2) business days prior to the requested effective date.

(b) The written designation shall specify any limits on the authority of the representative, including any time limit on the designation; provided, however, that Trailblazer may reject any such limited designation if the limitations specified in the designation would result in an undue administrative burden. Effective Date: 11/02/1998 Status: Effective FERC Docket: RP99- 60-000 Second Revised Sheet No. 126B Second Revised Sheet No. 126B : Superseded Superseding: First Revised Sheet No. 126B

GENERAL TERMS AND CONDITIONS

(c) Trailblazer may rely on communications from Shipper's designated representative for all purposes except to the extent the designation is explicitly limited as specified in the preceding Section 10.7 (b). Communications by Trailblazer to such designated representative shall be deemed notice to Shipper except to the extent the representative's authority is explicitly limited with respect to the receipt of notice under the procedure set out in said Section 10.7 (b).

(d) Any third party may administer multiple transportation Agreements as the designated representative for one or more Shippers. However, such representative shall separately administer and account for each such Agreement.

### 10.9 TRANSFER NOMINATIONS

Whenever gas is purchased at a Receipt Point (including a pooling point) on Trailblazer's System by an entity that is not going to nominate that gas for receipt by Trailblazer under a transportation Agreement, that entity must submit a transfer nomination to Trailblazer through DART (or EDI), identifying the quantities (in Dth) and the entities from whom the gas is being bought and the entities to whom the gas is being sold. Such transfer nominations are needed in order to be able to confirm the nominated receipts at that point and thus such transfer nominations are due by the deadlines applicable to Shipper nominations, subject to Section 10.2. In addition to the transfer nomination, the purchasing entity should submit a predetermined allocation in accordance with Section 12 of these General Terms and Conditions if there is more than one buyer of the purchasing entity's gas.

10.10 NOMINATION PRIORITIES

As part of the nomination and transfer nomination process, if there is more than one supply source nominated to be delivered to a single Delivery Point or buyer, the nomination or transfer nomination should identify how and which supply sources should be cut in the event all nominated deliveries are not or cannot be made. Similarly, the nomination or transfer nomination should identify which delivery should be cut in the event gas is not or cannot be received as nominated (i.e., ranking). Ranking should be included in the list of data elements. Transportation service providers should use service requester provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules. Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-004 Substitute First Revised Sheet No. 129 Substitute First Revised Sheet No. 129 : Superseded Superseding: Original Sheet No. 129

GENERAL TERMS AND CONDITIONS

12. DETERMINATION OF DAILY RECEIPTS

12.1 To the extent feasible, all volumes received by Trailblazer at a Receipt Point shall be allocated in accordance with the confirmed nominations for that point. In the event the actual volumes received by Trailblazer do not equal the confirmed nominations for that point, any underage or overage will be allocated as follows:

 (a) First, in accordance with the effective predetermined allocations (PDAs) submitted by those entities (Allocators) owning or controlling the gas being delivered to Trailblazer. An operational balancing agreement (OBA) is one type of a PDA. Shipper agrees that such an allocation is binding on Shipper.

(b) Then, if there is no effective PDA, pro rata to the extent applicable based on confirmed nominations or transfer nominations, as applicable. Shipper agrees that such an allocation is binding on Shipper.

12.2  $\,$  The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the gas Day, except that no other PDAs need be submitted if an OBA is in effect at a point. Unless otherwise agreed, all PDAs must be submitted to Trailblazer through DART or through EDI before the start of the gas Day the PDA is to be effective. Such PDA shall specify how any underage or overage from the confirmed nominated volumes should be allocated among the entities listed on the PDA. Trailblazer shall acknowledge receipt and acceptance of the PDA through DART or EDI if received through DART or via EDI if received via EDI. Such notification of acknowledgment and acceptance will be within fifteen (15) minutes of receipt via DART if received via DART or via EDI if received via EDI. Trailblazer's acceptance is contingent on Trailblazer being able to administer the allocation submitted by the Allocator. Examples of allocation methods which can be used are percentages, pro rata, ranking, swing, matching of supply sources with specified customers, and combinations thereof. Different methods may be submitted for overages or underages.

Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-004 Substitute First Revised Sheet No. 131 Substitute First Revised Sheet No. 131 : Superseded Superseding: Original Sheet No. 131

GENERAL TERMS AND CONDITIONS

### 13. DETERMINATION OF DELIVERIES

### 13.1 PREDETERMINED ALLOCATIONS

In accounting for the volumes delivered by Trailblazer, in circumstances where multiple services are provided at any Delivery Point, the sequence of volumes delivered shall be determined by a predetermined allocation agreement between Trailblazer and the operator of the facilities immediately downstream of the point at which Trailblazer delivers gas. The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before the start of the gas Day. In the absence of such an agreement, Sections 13.2 and 13.3 shall control. Any new or proposed change to the methodology should be sent to Trailblazer before the start of the gas Day on which the methodology is to be effective. Trailblazer shall confirm receipt of the methodology within fifteen (15) minutes via DART if received via DART or via EDI if received via EDI. Trailblazer's acceptance is contingent on Trailblazer being able to administer the allocation submitted by the Allocator. Examples of allocation methods that can be used are percentages, pro rata, ranking, swing, and combinations thereof. Different methods may be submitted for overages and underages.

13.2 DELIVERY SEQUENCE

Unless otherwise agreed, gas at any Delivery Point shall be deemed to have been delivered in the following sequence:

(a) Volumes scheduled under firm transportation Agreements consistent with confirmed nominations and within MDQ;

(b) Volumes scheduled under interruptible transportation Agreements consistent with confirmed nominations and within MDQ;

(c) Authorized Overrun Gas consistent with confirmed nominations;

(d) Additional volumes shall be allocated pro rata based on confirmed nominations, but not to exceed the applicable MDQ, among ITS Agreements under which Shippers nominated that day; and

(e) Any remaining volumes shall be allocated as Unauthorized Overrun Gas pro rata based on confirmed nominations among ITS Agreements under which Shippers nominated that day. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 138 First Revised Sheet No. 138 : Superseded Superseding: Original Sheet No. 138 GENERAL TERMS AND CONDITIONS

### 16. STATEMENTS, BILLING, AND PAYMENT

### 16.1 STATEMENT AND INVOICES

Trailblazer shall, on or before the tenth (10th) day of each month, tender to Shipper a bill or bills for service under each applicable Rate Schedule during the preceding month. If actual volumes or allocations are not available by the tenth (10th) day of the month, Trailblazer may invoice based on estimated volumes.

### 16.2 SHIPPER INFORMATION

If information is required from Shipper, or its designee, to actualize volumes or allocations, Shipper shall furnish the required information, or cause it to be furnished, to Trailblazer, on or before the tenth (10th) day of each month.

### 16.3 GAS STATEMENT

In addition to the above-required invoice for billing, Trailblazer shall provide a gas balance statement which details in MMBtus the gas received and delivered each month at the Receipt and Delivery Point(s) based on the best information available.

#### 16.4 PAYMENT

Shipper shall pay to Trailblazer at the address indicated on the invoice or, if directed by Trailblazer, by wire transfer to a bank designated by Trailblazer, the amount due Trailblazer for services provided pursuant to an Agreement during the appropriate calendar month as reflected in the billing described above, within ten (10) calendar days after the date of receipt of such billing. For purposes of this Section, the bill is deemed to be received by Shipper three (3) days after the postmark date. Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, interest on the unpaid portion of the bill shall accrue at the maximum allowable interest permitted under the Commission's Regulations. If Shipper in good faith shall dispute the amount of any such bill, Shipper shall nevertheless pay to Trailblazer the amount of such bill and at any time thereafter within thirty (30) days of a demand made by Shipper, Trailblazer, at Shipper's request, shall furnish a good and sufficient surety bond

# Effective Date: 12/01/1996 Status: Effective FERC Docket: RP97- 38-002

**2nd Sub First Revised Sheet No. 139** 2nd Sub First Revised Sheet No. 139 : Superseded Superseding: Original Sheet No. 139

GENERAL TERMS AND CONDITIONS

guaranteeing refund to Shipper of the amount ultimately found overpaid by Shipper upon such bills after a final determination which may be reached either by agreement or judgment of a regulatory agency or the courts, as may be the case. If Shipper fails to make payment in accordance with this Section, Trailblazer may, in addition to any other remedy it may have under this Tariff or under commercial law: (a) suspend deliveries as provided in Section 6.9 of these General Terms and Conditions; and (b) offset such deficient payments against any payments, refunds or credits owed by Trailblazer to Shipper; provided, however, curtailment under said Section 6.9 shall not apply to an unpaid amount attributable to a good faith billing dispute if Shipper provides an adequate surety bond.

16.5 ADJUSTMENT OF ERRORS

All statements, billings and payments based on actualized volumes shall be final unless questioned within twelve (12) months from the date of such billing, statement or payment. Any error discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

16.6 DISCOUNTING POLICY FOR RATES AND CHARGES

Trailblazer reserves the right to provide, by contract with any Shipper, for adjustment at any time of the rates for service to a level below the maximum rates applicable to such service, as stated in this Tariff, but no less than the minimum rates as applicable to such service, as stated in this Tariff. To the extent Trailblazer agrees to a discount of any reservation rates and reservation transition-cost surcharges for firm transportation service, the discount will be apportioned first to the base reservation rate, and second, if the discount is greater than such base reservation rate, to any applicable reservation transition-cost surcharge. To the extent Trailblazer agrees to discount any commodity rates and commodity transition-cost surcharges for firm transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to the commodity transition-cost surcharge. To the extent Trailblazer agrees to a discount of any commodity rates and commodity transition-cost surcharges for interruptible transportation service, the discount will be apportioned first to the base commodity rate, and second, if the discount is greater than such base commodity rate, to any applicable commodity transition-cost surcharge. Nothing herein will require Trailblazer to agree to any discount.

Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-002 First Revised Sheet No. 142 First Revised Sheet No. 142 : Superseded Superseding: Original Sheet No. 142 GENERAL TERMS AND CONDITIONS

18. DIRECT ACCESS REQUEST AND TRACKING SYSTEM (DART)

18.1 DESCRIPTION OF DART

(a) Trailblazer maintains a twenty-four (24) hour interactive electronic system, the Direct Access Request and Tracking System (DART). DART is available for use by all Shippers and other interested parties upon request and at no charge. The DART system provides on-line help and interactive search functions permitting users to locate a specific transaction. Additionally, it provides customers the ability to download a file from DART or to split files into smaller files prior to such download. Daily back-up records of the information displayed on DART will be archived and accessible to customers on a non-discriminatory basis. The data will be kept for a rolling three (3) year period, inclusive of both current and archived data.

(b) The DART system provides access to a variety of features including Information Postings and Planning Tools, Nominations, Volume Inquiry, Contract Request Processing, Capacity Release Request and Bid Processing, Discount Request Processing and FERC 497.

(1) INFORMATION POSTINGS AND PLANNING TOOLS

The types of information available through the Information Postings and Planning Tools on DART include: (i) reports on operationally available capacity, unsubscribed capacity, and released capacity at Receipt/Delivery Points and on the mainline; (ii) information on construction and maintenance projects impacting capacity; (iii) imbalance volumes available for trading among Shippers prior to cashout as provided in Section 15 hereof; (iv) firm and interruptible rates and fuels, including general discount offers; (v) catalog of currently active Receipt and Delivery Points; (vi) general announcements and procedures, including Operational Flow Orders; and (vii) capacity wanted advertisements as provided in Section 20 hereof.

(2) NOMINATIONS

This feature allows for submittal of all transportation nominations, transfer nominations, predetermined allocations and nomination priorities as required in Section 10. Effective Date: 05/01/1997 Status: Effective FERC Docket: RP97- 54-002 First Revised Sheet No. 143 First Revised Sheet No. 143 : Superseded Superseding: Original Sheet No. 143 GENERAL TERMS AND CONDITIONS

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### (3) VOLUME INQUIRY

This feature provides volumetric information on total gas flows and allocated flows, at a point and contract level. The timing for reporting daily operational allocations after the gas has flowed is within one (1) Business Day after the end of the gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation. Each Shipper and each other entity involved in a transaction at a point will be able to see the total flows at the point and the volumes allocated to or by such Shipper or other entity.

(4) CONTRACT REQUEST PROCESSING

Using this feature, Shippers can review their existing Agreement information, submit new requests for Agreements and submit requests to amend Agreements.

### (5) CAPACITY RELEASE REQUEST AND BID PROCESSING

This interactive feature allows Shippers to submit Capacity Release Requests and Bids, which, in turn, are automatically posted to DART as provided in Section 19. Additionally, Shipper with recall provisions in a release of capacity can initiate the recall process using this feature.

(6) FERC 497 SYSTEM

This system contains the information required in FERC Form No. 592 for all requests for service made by affiliated marketers or in which an affiliated marketer is involved for transportation or storage, that would be conducted pursuant to Subparts B or G of Part 284 of the Commission's Regulations. The FERC 497 System also contains any other related information required under the Commission's Regulations.

### 18.2 ACCESS TO DART

Shippers and other interested parties may obtain access to the DART system by contacting a representative of Trailblazer's Gas Transportation Department in Houston. Logons, passwords and access instructions will be supplied upon request under the following terms and conditions set forth in Sections 18.3 through 18.12. Effective Date: 05/01/2000 Status: Effective FERC Docket: GT00- 22-000 Second Revised Sheet No. 144 Second Revised Sheet No. 144 : Superseded Superseding: First Revised Sheet No. 144 GENERAL TERMS AND CONDITIONS

18.3 AUTHORITY

Users of the DART software (Subscribers) shall be deemed to have agreed and admitted that any employee permitted by Subscriber to access DART shall have the legal authority to act on behalf of Subscriber in performing any functions, including those functions which are available presently and those functions which become available at a later date.

#### 18.4 INSTALLATION

Each Subscriber shall purchase and ensure that lawful installation of internet browser software occurs for each personal computer (PC) from where DART is accessed. An ICA plug-in also must be installed and can be downloaded from http://dartweb.kindermorgan.com.

### 18.5 CONFIDENTIALITY

DART software and certain information contained in DART is proprietary and confidential. A Subscriber shall not reproduce, disclose or otherwise make available DART software and confidential information contained therein to any other company, corporation, individual, or partnership.

#### 18.6 RELIANCE BY TRAILBLAZER

Trailblazer may act, and shall be fully protected by a Subscriber in acting, in reliance upon any acts or things done or performed by Subscriber's employees or designated agents on behalf of Subscriber and in respect to all matters conducted through DART. Trailblazer may correct errors in information entered into DART by a Subscriber promptly after receiving notice of the corrections or may require Subscribers to enter the corrections directly into DART.

#### 18.7 ACCESS

Should a Subscriber require access to confidential information (such as Agreement, points, nomination, volume, or other customer-specific information deemed to be of a confidential nature requiring controlled access), Trailblazer will require the Subscriber to provide a written request and officer level approval for issuance of a company-level computer access (logon) identification code and password. Upon receipt of such request, Trailblazer will ensure return of a confidential logon code and password within one business day. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 Fourth Revised Sheet No. 149 Fourth Revised Sheet No. 149 : Superseded Superseding: Third Revised Sheet No. 149 GENERAL TERMS AND CONDITIONS

(1) RELEASING SHIPPER

Any Shipper holding capacity rights under an Eligible Firm Transportation Agreement or Released Firm Transportation Agreement who has released or seeks to release such capacity rights pursuant to this Section 19.

(m) REPLACEMENT SHIPPER

A Shipper receiving capacity rights under an Eligible Firm Transportation Agreement pursuant to a direct release from an Original Shipper under this Section 19.

(n) SHORT-TERM PREARRANGED RELEASE

A Prearranged Release with a term of thirty-one (31) days or less that is not for the maximum reservation charge.

(0) SUBREPLACEMENT SHIPPER

A Shipper receiving capacity rights released from an Eligible Firm Transportation Agreement by a Replacement Shipper or a Subreplacement Shipper under this Section 19.

(p) UNIT BID VALUE

The unit value per MMBtu assigned to a Qualified Bid or a Prearranged Release according to the bid evaluation procedures set forth in Section 19.10.

(q) WINNING BID VALUE

The highest possible total Bid Value achievable under Section 19.10 for the Capacity Release Request from the Qualified Bids consistent with the Capacity Release Request and this Section 19.

19.3 RELEASE WITHOUT A PREARRANGED SHIPPER

A Shipper seeking to release its Eligible Firm Transportation Agreement capacity rights without a Prearranged Shipper shall deliver a Capacity Release Request to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's DART system is unavailable for receiving Capacity Release Requests) which sets forth: Effective Date: 03/27/2000 Status: Effective FERC Docket: RP00-355-000 Third Revised Sheet No. 150 Third Revised Sheet No. 150 : Superseded Superseding: Second Revised Sheet No. 150 GENERAL TERMS AND CONDITIONS

> (a) The Releasing Shipper's legal name, address and phone number, the Eligible Firm Transportation Agreement number, the date of the Eligible Firm Transportation Agreement and the name and title of the individual responsible for authorizing the capacity release;

(b) The quantity of the capacity (in Dth per day) and the transportation path(s) [or segment(s) thereof] being released, including identification by Trailblazer's PIN Number of the Receipt Points, Delivery Points, pooling point defining the release path/segment and the firm capacity to be released at each such point;

(c) Whether the capacity being released is subject to recall and/or reput, and if so, the exact conditions for such recall and/or reput (which conditions must conform to Sections 19.5 and 19.14);

(d) The proposed effective date and proposed term of the release;

(e) Whether the Releasing Shipper wants Trailblazer to actively market the Releasing Shipper's capacity rights pursuant to Section 20 of these General Terms and Conditions;

(f) Whether the Releasing Shipper will accept Qualified Bids which are contingent on subsequent events (such as the subsequent purchase of upstream or downstream capacity), and if so, what events and the last date by which such contingency must be fulfilled;

(g) The starting date for the open season and the length of time for the open season (which must conform to Section 19.7);

(h) Whether the Releasing Shipper will accept Qualified Bids whose revenues will vary by the volume transported, and if so, any minimum amount to be billed as a reservation charge even if there is no flow (or insufficient flow);

(i) Which of the bid evaluation procedures set forth in Section 19.10 the Shipper wishes to use, if any;

(j) Whether the Qualified Bids are to specify dollars and cents and/or percents of any applicable maximum tariff rate (to the extent the rate ceilings on such releases have been waived pursuant to 18 C.F.R. Section 284.8(i), such percents may exceed 100%); and Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 151 First Revised Sheet No. 151 : Superseded Superseding: Original Sheet No. 151 GENERAL TERMS AND CONDITIONS

> (i) Any other applicable conditions (which must conform to Section 19.5), including any minimum price condition and whether the Releasing Shipper wishes to apply a bid evaluation procedure different than the bid evaluation procedure set forth in Section 19.10 for evaluating Qualified Bids for its capacity rights, and if so, all the factors to be used in evaluating Qualified Bids, including how its capacity rights are to be awarded in the event of a tie for the highest valued Qualified Bid and whether the Releasing Shipper has presubmitted a computer diskette for such bid evaluation procedure pursuant to Section 19.5(a).

19.4 PREARRANGED RELEASE

Subject to Section 19.6, a Shipper seeking to release its Eligible Firm Transportation Agreement capacity rights to a Prearranged Shipper shall deliver a Capacity Release Request to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's DART system is unavailable for receiving Capacity Release Requests) for an open season. The Capacity Release Request shall set forth:

(a) The Releasing Shipper's legal name, address and phone number, the Prearranged Shipper's legal name, address, phone number, and telefax number, the Eligible Firm Transportation Agreement number, the date of the Eligible Firm Transportation Agreement and the name and title of the individuals at the Releasing Shipper and the Prearranged Shipper responsible for authorizing the capacity release;

(b) A statement that the Prearranged Shipper has agreed to be bound by a capacity award to the Prearranged Shipper under this Section 19 by Trailblazer and to execute a Released Firm Transportation Agreement, which consists of Trailblazer's standard form of FTS Agreement and the terms and conditions of the Prearranged Release, in accordance with Trailblazer's Tariff. Such statement shall also set forth:

(1) The quantity of the capacity (in MMBtus per day) and the transportation path(s) (or segment(s) thereof) being released, including identification by Trailblazer's PIN Number of the Receipt Points, Delivery Points, pooling point defining the released path/segment and the firm capacity to be released at each such point; Effective Date: 03/27/2000 Status: Effective FERC Docket: RP00-355-000 Second Revised Sheet No. 152 Second Revised Sheet No. 152 : Superseded Superseding: First Revised Sheet No. 152 GENERAL TERMS AND CONDITIONS

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(2) The fixed reservation charge and/or volumetric charge the Prearranged Shipper has agreed to pay for the released capacity;

(3) Whether the capacity being released is subject to recall and/or reput in the Prearranged Release and, if so, the exact conditions of such recall and/or reput (which conditions must conform with Sections 19.5 and 19.14); and

(4) The proposed effective date of the Prearranged Release and the proposed term of the Prearranged Release.

(c) Whether the Releasing Shipper will accept Qualified Bids which are contingent on subsequent events (such as the purchase of upstream or downstream capacity), and if so, what events and the last date by which such contingency must be fulfilled;

(d) Whether the Releasing Shipper will accept Qualified Bids with longer terms or larger volumes, and if so, what is the maximum volume and the longest term the Releasing Shipper will accept;

(e) Whether the Releasing Shipper wants Trailblazer to actively market its capacity rights subject to the Prearranged Release pursuant to Section 20 of these General Terms and Conditions;

(f) The starting date for and the length of time for the open season (which must conform to Section 19.7) and the length of time [consistent with Section 19.9(b)] for the Prearranged Shipper to be able to match a winning Qualified Bid;

(g) Whether the Releasing Shipper will accept Qualified Bids whose revenues will vary by the volume transported, and if so, any minimum amount to be billed as a reservation charge even if there is no flow (or insufficient flow);

(h) Which of the bid evaluation procedures set forth in Section 19.10 the Shipper wishes to use, if any;

(i) Whether the Qualified Bids are to specify dollars and cents and/or percents of any applicable maximum tariff rate (to the extent the rate ceilings on such releases have been waived pursuant to 18 C.F.R. Section 284.8(i), such percents may exceed 100%); and Effective Date: 06/23/1994 Status: Effective FERC Docket: RP94-257-000 First Revised Sheet No. 155 First Revised Sheet No. 155 : Superseded Superseding: Original Sheet No. 155 GENERAL TERMS AND CONDITIONS

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(f) The Releasing Shipper may withdraw its posted Capacity Release Request during an open season under this Section 19 only if the Releasing Shipper has a need for the capacity for its own use not anticipated at the time of its Capacity Release Request; following the close of the open season, a Releasing Shipper may not reject a winning Qualified Bid. Notice of a withdrawal of a Capacity Release Request must be delivered to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's system is unavailable for receiving Capacity Release Requests) no later than the end of the open season for the Capacity Release Request.

(g) Unless the Capacity Release Request states otherwise, the average monthly transportation flow used to evaluate a Qualified Bid whose revenues will vary by the volume transported shall be ten percent (10%) of the Qualified Bid capacity.

(h) Any Capacity Release Request not in compliance with this Section 19.5 and the other provisions of Trailblazer's Tariff shall be null and void and, even if posted, may be removed from Trailblazer's DART system by Trailblazer at any time.

#### 19.6 OPEN SEASON EXCEPTIONS

An open season is not required for: (a) a Prearranged Release for the maximum reservation charge applicable to the capacity being released; or (b) a Short-term Prearranged Release. Capacity Release Request which is not subject to an open season need only contain the information required in Sections 19.4(a) and (b). Such Capacity Release Request must be delivered to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's DART system is unavailable for receiving Capacity Release Requests) sufficiently in advance so that the release may become effective under Section 19.9 before the release transaction is to commence. In the case of releases for which service is to commence on the first day of a month, the Capacity Release Request should be submitted no later than 11:00 a.m. Central Time two (2) business days prior to the day nominations are due under Section 10.2 of these General Terms and Conditions for first of the month service. A Releasing Shipper may not rollover, extend or in any way continue a Short-term Prearranged Release with the same Replacement or Subreplacement Shipper until one month after the Short-term Prearranged Release has ended unless the Releasing Shipper complies with the Capacity Release Request provisions in Sections 19.3 and 19.4.

Effective Date: 03/27/2000 Status: Effective FERC Docket: RP00-355-000 Third Revised Sheet No. 156 Third Revised Sheet No. 156 : Superseded Superseding: Second Revised Sheet No. 156 GENERAL TERMS AND CONDITIONS

19.6 OPEN SEASON EXCEPTIONS

An open season is not required for: (a) a Prearranged Release for one (1) year or more at the maximum reservation charge applicable to the capacity being released; (b) a Prearranged Release for less than one (1) year at the applicable maximum rate, provided that this exception shall not apply where the rate ceiling on such transactions has been waived pursuant to 18 C.F.R. Section 284.8(i); or (c) a Short-term Prearranged Release. A Capacity Release Request which is not subject to an open season need only contain the information required in Sections 19.4(a) and (b). Such Capacity Release Request must be delivered to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's DART system is unavailable for receiving Capacity Release Requests) sufficiently in advance so that the release may become effective under Section 19.9 before the release transaction is to commence. A Releasing Shipper may not rollover, extend or in any way continue a Short-term Prearranged Release with the same Replacement or Subreplacement Shipper until twenty-eight (28) days after the Shortterm Prearranged Release has ended unless the Releasing Shipper complies with the Capacity Release Request provisions in Sections 19.3 and 19.4.

#### 19.7 POSTINGS; OPEN SEASON

(a) A Capacity Release Request received by Trailblazer via EDI (which is applicable only for Prearranged Capacity Release Request) or through the DART system prior to the starting time of the open season requested by the Releasing Shipper in its Capacity Release Request in conformance with this Section 19 shall be posted on Trailblazer's DART system as requested. The posting shall contain the information contained in the Capacity Release Request, except that all identifying information, and the minimum price in any minimum price condition requested to be held confidential by the Releasing Shipper (but not the existence of the minimum bid condition), shall be kept confidential and shall not be posted. The posting shall also include the maximum reservation charge (including all reservation surcharges) applicable to the capacity subject to the Capacity Release Request or a statement that the maximum rate does not apply where the rate ceilings on such releases have been waived pursuant to 18 C.F.R. Section 284.8(i), the beginning and ending time for the open season and the time the notice was posted. Trailblazer shall post the Capacity Release Request upon receipt, unless the Releasing Shipper requests otherwise. If the Releasing Shipper requests a posting time, Trailblazer will comply with that request as long as it comports with the deadlines set forth in this Section 19.

Effective Date: 06/23/1994 Status: Effective FERC Docket: RP94-257-000 Original Sheet No. 156A original Sheet No. 156A : Superseded

GENERAL TERMS AND CONDITIONS

(d) In the case of releases for which service is to commence on the first day of a month, the Capacity Release Request should be submitted sufficiently in advance so that the open season ends at least two (2) business days prior to the day nominations are due under Section 10.2 of these General Terms and Conditions for first of the month service. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 157 First Revised Sheet No. 157 : Superseded Superseding: Original Sheet No. 157 GENERAL TERMS AND CONDITIONS

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19.8 QUALIFIED BIDS FOR RELEASED CAPACITY RIGHTS

(a) At any time during an open season, a Qualified Bidder may submit a Qualified Bid to Trailblazer's DART system (or in writing for posting on Trailblazer's DART system if Trailblazer's DART system is unavailable for receiving Qualified Bids) seeking released capacity rights under a Capacity Release Request. In addition to being prequalified for credit pursuant to Section 19.15, each Qualified Bid must include the following:

(1) The Qualified Bidder's legal name, address, phone number, telefax number, the name and title of the individual responsible for authorizing the Qualified Bid and identification of the capacity rights for which the Qualified Bid is made;

(2) The term for the purchase;

 $(3) \quad \mbox{A Minimum Bid Volume and a Maximum Bid Volume (in MMBtus per day);}$ 

(4) The fixed reservation charge and/or volumetric charge that the Qualified Bidder agrees to pay for the capacity;

(5) A statement that the Qualified Bidder agrees to all the terms and conditions of the Capacity Release Request, with only the modifications as expressly provided in its Qualified Bid, which modifications must be permitted by the Capacity Release Request and must conform with the requirements in Section 19. In the event that the Releasing Shipper has stated that Qualified Bid(s) may be contingent upon subsequent events and the Qualified Bidder submits such a contingent Qualified Bid, then the Qualified Bidder must state in full the nature of the condition and the last date by which the Qualified Bid is null and void if the contingency does not occur; and

(6) Agreement that the Qualified Bidder is bound by the terms and conditions of the capacity award by Trailblazer pursuant to this Section 19 to the Qualified Bidder, including Trailblazer's standard form of Agreement covering the Rate Schedule applicable to the released capacity and the terms and conditions of the Qualified Bid and the Capacity Release Request, in accordance with Trailblazer's Tariff. Effective Date: 03/27/2000 Status: Effective FERC Docket: RP00-355-000 Third Revised Sheet No. 158 Third Revised Sheet No. 158 : Superseded Superseding: Second Revised Sheet No. 158 GENERAL TERMS AND CONDITIONS

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(b) The volume in a Qualified Bid may not be less than the minimum volume required for an Eligible Firm Transportation Agreement under Trailblazer's Tariff. Neither the volume nor the release term specified in a Qualified Bid may exceed the maximum volume or term specified in a Capacity Release Request, unless the Capacity Release Request specifically allows otherwise. A Qualified Bidder must accept all the terms and conditions of a Capacity Release Request submitted under Section 19.4 (involving a Prearranged Release) except for the level of the reservation charge and the MDQ, unless the Capacity Release Request specifically allows otherwise.

(c) A Qualified Bidder may not bid rates which would exceed Trailblazer's maximum reservation charge applicable to the Eligible Firm Transportation Agreement capacity; provided, however, that the bid may exceed the maximum rate to the extent the rate ceilings have been waived for released capacity contracts of less than one (1) year pursuant to 18 C.F.R. Section 284.8(i). If the Original Shipper is paying a Negotiated Rate or a rate under a Negotiated Rate Formula pursuant to Section 38 of these General Terms and Conditions, a Qualified Bidder may not bid a rate which exceeds the applicable Recourse Rate. The maximum Qualified Bid reservation charge includes all demand surcharges, including all direct-billed charges which are or may become applicable to the Eligible Firm Transportation Agreement capacity. Nothwithstanding the foregoing, Qualified Bids may exceed the maximum reservation charge to the extent the rate ceilings have been waived for released capacity contracts of less than one (1) year pursuant to 18 C.F.R. Section 284.8(i).

(d) All Qualified Bids shall provide for payment of maximum commodity charges under Trailblazer's Tariff for the capacity bid, as well as all other applicable add-on charges and surcharges under Trailblazer's Tariff, such as, but not limited to, ACA, Fuel Gas and Unaccounted For Gas.

(e) A Qualified Bid received by Trailblazer during an open season shall be posted by Trailblazer on its DART system, without the name of the Qualified Bidder. A Qualified Bid may be withdrawn by the Qualified Bidder prior to the close of the open season, but may not be withdrawn thereafter. Following such withdrawal, the Qualified Bidder cannot bid for the same capacity during the open season at a lower rate.

(f) All Qualified Bids must be consistent with all provisions of Trailblazer's Tariff. Any Qualified Bid inconsistent with Trailblazer's Tariff or the applicable Capacity Release Request shall be null and void. Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 161 First Revised Sheet No. 161 : Superseded Superseding: Original Sheet No. 161 GENERAL TERMS AND CONDITIONS

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(b) Trailblazer shall calculate a Bid Value and Unit Bid Value for each Qualified Bid and Prearranged Release (if any), and shall calculate the Winning Bid Value, as follows:

(1) For each month, the volume and reservation charge per MMBtu stated in the Qualified Bid shall be multiplied together to derive a gross monthly revenue figure. If the Qualified Bids contain volumetric-based charges permitted by the Capacity Release Request, then the gross monthly revenue figure shall also be multiplied by: (i) the average monthly transportation flow (in percentage terms) that the Releasing Shipper stated should be assumed for bid evaluation hereunder, if any; or (ii) otherwise, ten percent (10%).

(2) Each gross monthly revenue figure shall be discounted to a net present value figure as of the first day of the capacity release as sought in the Capacity Release Request, using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.67 (c) (2) (iii) (A).

(3) The net present value figures for the proposed release shall be summed, and such sum shall be the Bid Value.

(4) The Unit Bid Value is defined to equal the Bid Value divided by the product of: (i) the highest volume of capacity (in MMBtus) sought in the Qualified Bid for any day; multiplied by (ii) the release term (in months) in the Capacity Release Request; and multiplied further by (iii) thirty and four-tenths (30.4).

(c) The combination of Qualified Bid(s) with the highest possible total Bid Value (Winning Bid Value) for the capacity in the Capacity Release Request shall be the winning Qualified Bid(s). A Qualified Bid may be allocated less than its Maximum Bid Volume, but in no event shall the Qualified Bid be allocated less than its Minimum Bid Volume. It is recognized that this procedure is intended to result in the highest possible total Bid Value for the Releasing Shipper consistent with the Qualified Bids, and it is possible that a Qualified Bid with the highest individual Unit Bid Value may be rejected partially or in its entirety.

(d) If there is more than one combination of Qualified Bids with a total Bid Value equal to the Winning Bid Value this Section 19.10(d) provides the procedure for selecting just one such combination, and thereby the winning Qualified Bid(s).

# Effective Date: 12/01/1993 Status: Effective FERC Docket: RS92- 85-005 Substitute Original Sheet No. 166 Substitute Original Sheet No. 166 : Superseded

GENERAL TERMS AND CONDITIONS

EXAMPLE (4) Assume:

Capacity Release Request = 100,000/day for 5 years

Qualified Bids:

	Maximum Bid Volume	Term	Unit Bid Value	Minimum Bid Volume
Bid (a) Bid (b) Bid (c) Bid (d) Bid (e) Bid (f)	60,000/day 60,000/day 70,000/day 50,000/day 30,000/day 40,000/day	5 years 5 years 5 years 5 years 5 years 5 years	\$.18 \$.18 \$.18 \$.18 \$.18 \$.18 \$.18 \$.17	0 0 45,000 15,000 10,000 0

Winning Qualified Bids: Bid (a) receives 30,000; Bid (b) receives 30,000; Bid (d) receives 25,000; and Bid (e) receives 15,000.

Explanation: There are many combinations of Bids (a), (b), (c), (d) and (e) with the same Winning Bid Value. Each Bid has the same Unit Bid Value. There is insufficient capacity being released to provide all the Maximum Bid Volumes for Bids (a), (b), (c), (d) and (e). Pursuant to Section 19.10(d)(2), a pro rata allocation is attempted. This would result in each bidder receiving 100/270 of its Maximum Bid Volume. In the case of Bid (c), Bid (c) would receive 70,000 (100/270) = 25,925 MMBtu. Since this figure is below Bid (c)'s Minimum Bid Volume of 45,000, Bid (c) must be discarded. Bids (a), (b), (d) and (e) are able to be allocated capacity based on a 100/270 pro rata factor. With Bid (c) discarded, the pro rata allocation factor is now 100/200 (i.e., one-half) so that Bids (a), (b), (d), and (e) each receive half of their Maximum Bid Volumes. Bid (c) receives zero (0) because its Minimum Bid Volume was too high for the initial pro rata allocation.

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### Effective Date: 12/01/1993 Status: Effective FERC Docket: RS92- 85-005 Substitute Original Sheet No. 171 Substitute Original Sheet No. 171 : Superseded

GENERAL TERMS AND CONDITIONS

DART system. In the event of an error, the capacity shall be reawarded by Trailblazer. As between Trailblazer and the Releasing Shipper, the Releasing Shipper shall indemnify and hold Trailblazer harmless as to any costs, damages or expenses relating to the bid evaluation procedure for which timely notice of an error was not provided to Trailblazer by the Releasing Shipper hereunder. Trailblazer shall correct an error in a timely fashion after receiving notice of such error from the Releasing Shipper or another person.

(b) In the event that a winning Qualified Bid was subject to a contingency which was not satisfied on or before the date stated in the Qualified Bid, then the capacity award subject to such winning Qualified Bid shall be null and void and the capacity associated with such Qualified Bid shall remain with the Releasing Shipper. Upon request by the Releasing Shipper within two business days thereafter, Trailblazer shall identify to the Releasing Shipper the Qualified Bidder(s) with the next-highest total Bid Value for the capacity which was subject to such contingent Qualified Bid pursuant to the provisions of the relevant bid evaluation procedure. It shall be the responsibility of the Releasing Shipper and such Qualified Bidder(s) to determine whether or not to enter into a subsequent Prearranged Release to effect such a release.

### 19.13 BILLING

Trailblazer shall bill the Replacement Shippers and the Subreplacement Shippers the rate(s) specified in the Released Firm Transportation Agreements and any other applicable charges and each such Replacement Shipper and Subreplacement Shipper shall pay the billed amounts directly to Trailblazer. Trailblazer shall have the right to discount the commodity rates under the Released Firm Transportation Agreement. A Releasing Shipper shall be billed the reservation charge associated with the entire amount of released capacity pursuant to its contract rate, which includes all non-commodity based charges under Trailblazer's Tariff for such released capacity including but not limited to additional direct-bill charges, with a concurrent conditional credit for payment of the reservation charge due from the Replacement or Subreplacement Shipper(s), as applicable, which received the released capacity. A Releasing Shipper shall also be billed a marketing fee, if applicable, pursuant to the provisions of Section 20 of these General Terms and Conditions. As to any capacity released by a Releasing Shipper, the Releasing Shipper shall not be billed or be responsible for: (a) commodity charges;

### Effective Date: 12/01/1993 Status: Effective FERC Docket: RS92- 85-005 Substitute Original Sheet No. 172 Substitute Original Sheet No. 172 : Superseded

GENERAL TERMS AND CONDITIONS

(b) scheduling charges or cashouts of imbalances; and (c) add-on charges and surcharges applicable to Trailblazer's commodity rates under Trailblazer's Tariff such as ACA, Fuel Gas and Unaccounted For Gas, which are incurred by a Replacement Shipper or Subreplacement Shipper which received the released capacity. If a Replacement Shipper or Subreplacement Shipper does not make payment to Trailblazer of the reservation portion of the charges due as set forth in its Released Firm Transportation Agreement, Trailblazer shall bill the Releasing Shipper(s) from whom such Replacement or Subreplacement Shipper received the capacity for the amount(s) due, including all applicable late charges authorized by Trailblazer's Tariff, and such amount shall be paid by such Releasing Shipper within ten (10) days of the receipt of such billing, or interest shall continue to accrue. In the event that the Replacement or Subreplacement Shipper has not paid such amount(s) due by the end of such ten (10) day period, then: (a) the Releasing Shipper has the right to recall the capacity; and (b) Trailblazer's rights against the delinquent Replacement/Subreplacement Shipper shall be subrogated to the related rights of the Releasing Shipper. Trailblazer shall make a reasonable effort to collect from the Replacement/Subreplacement Shipper the amount(s) due. Such reasonable effort shall not include incurring costs from outside attorneys, collection agents or other third parties. All payments received from a Replacement or Subreplacement Shipper shall first be applied to reservation charges, then to late charges on reservation charges, then to scheduling charges and cashout amounts, then to late charges not on the reservation charges, and then last to commodity-based charges. Payments by Replacement or Subreplacement Shippers in excess of the total amount(s) due for the Released Firm Transportation Agreement capacity shall be a credit applied to any outstanding balance owed under any contract with Trailblazer, or a refund if requested in writing and no such outstanding balance exists.

#### 19.14 NOMINATIONS/SCHEDULING; RECALLS AND RETURNS

All Replacement and Subreplacement Shippers shall nominate and schedule natural gas for service hereunder directly with Trailblazer in accordance with the applicable procedures set forth in Section 10 of these General Terms and Conditions. In order for any capacity recall or capacity return to be effective for a day, a Releasing Shipper must give prior notice of such recall or return and any allocation of the capacity for a partial recall or Effective Date: 11/01/1994 Status: Effective FERC Docket: MT94- 31-000 First Revised Sheet No. 199 First Revised Sheet No. 199 : Superseded Superseding: Original Sheet No. 199 GENERAL TERMS AND CONDITIONS

34. OPERATING CONDITIONS PURSUANT TO ORDER NOS. 497 AND 566

34.1 PERSONNEL AND FACILITIES

Employees of Natural Gas Pipeline Company of America (Natural) operate Trailblazer. Natural and its marketing affiliates are not sharing operating personnel.

As for facilities shared by Natural and its marketing affiliates, MidCon Gas Services Corp. is headquartered within the headquarters building of Natural and MidCon in Lombard, Illinois. MidCon Gas Services Corp. and its marketing subsidiaries also have office space contiguous to the office space of Natural in a Houston, Texas office building.

Trailblazer shall disclose to non-affiliated Shippers non-public operating data available to marketing affiliates related to Trailblazer.

34.2 VALID REQUEST INFORMATION

The specific information and format for a valid request for transportation service are contained in Section 3 of Rate Schedules FTS and ITS of Trailblazer's FERC Gas Tariff. Effective Date: 12/01/1993 Status: Effective FERC Docket: RS92- 85-003 Original Sheet No. 200 original Sheet No. 200 : Superseded

GENERAL TERMS AND CONDITIONS

34.3 COMPLAINT PROCEDURE

It is the goal of Trailblazer, as a provider of transportation services for others, that each of its existing and potential shippers receive service that is in accordance with Trailblazer's Tariff and is fully satisfactory to the customer. To that end, it is the policy of Trailblazer that customer concerns and problems, communicated in any form to any representative of Trailblazer, be satisfactorily resolved as informally, as rapidly and at as low a level as is possible. If attempts to resolve problems and concerns through such normal communication channels are unsuccessful, the procedures set forth in Sections 34.3(a) through 34.3(e) should be followed.

(a) Formal complaints by Shippers and potential shippers shall be addressed to the Vice President, Gas Transportation, located in Houston, Texas. A complaint should contain as much specific information as is possible in order to facilitate the appropriate resolution of the matter. Anyone making a verbal complaint should specifically identify the communication as a complaint.

(b) The Vice President, or his designee, shall acknowledge the receipt of the complaint within forty-eight (48) hours of receipt. If appropriate, Trailblazer's resolution of the matter will be communicated tentatively to the complainant at that time.

(c) The Vice President, or his designee, shall communicate, as necessary, with others concerning the complaint and the formation of an appropriate response to it.

(d) The timing and nature of subsequent communications with the complainant, including final resolution of the matter, shall be at the discretion of the Vice President. Every effort shall be made to resolve finally each complaint in writing within thirty (30) days after the complaint was originally received. At a minimum, Trailblazer shall notify Shipper in writing of the status of the complaint within thirty (30) days of its receipt.

(e) The foregoing recognizes that individual complaints may vary greatly as to complexity and seriousness. For this reason, the informed judgment of the Vice President shall be relied upon in each instance for the necessary determinations concerning such things as: (1) the exact steps to be taken in addressing the complaint; (2) the need to involve more senior officers in the matter; and (3) the appropriate final resolution of the complaint. Effective Date: 08/01/1999 Status: Effective FERC Docket: RP99-414-001 Substitute Sixth Revised Sheet No. 203 Substitute Sixth Revised Sheet No. 203 : Superseded Superseding: Substitute Fifth Revised Sheet No. 203 GENERAL TERMS AND CONDITIONS

37. COMPLIANCE WITH 18 C.F.R., SECTION 284.10

37.1 Trailblazer shall comply with the following business practice and electronic communication standards incorporated by reference in Section 284.10 of the Commission's Regulations (18 C.F.R. Section 284.10):

(a) NOMINATIONS, CONFIRMATIONS AND SCHEDULING (Version
1.3): 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17, 1.1.19, 1.2.1,
1.2.2, 1.2.3, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.3.2 (vi),
1.3.7, 1,3.20, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29,
1.3.30, 1.3.31, 1.3.33, 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 and 1.3.46.

(b) FLOWING GAS (Version 1.3): 2.1.2, 2.1.3, 2.3.1, 2.3.2, 2.3.4, 2.3.7, 2.3.8, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.20, 2.3.22, 2.3.23, 2.3.24, 2.3.25, 2.3.27 and 2.3.31.

(c) INVOICING (Version 1.3): 3.3.1, 3.3.2, 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, 3.3.20, 3.3.21 and 3.3.22.

(d) ELECTRONIC DELIVERY MECHANISMS (Version 1.3): 4.1.1, 4.1.2, 4.1.3, 4.1.4, 4.1.5, 4.1.6, 4.1.7, 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14, 4.1.15, 4.1.16, 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 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 and 4.3.35.

(e) CAPACITY RELEASE (Version 1.3): 5.2.1, 5.3.9, 5.3.10, 5.3.12, 5.3.18, 5.3.20, 5.3.21, 5.3.23, 5.3.29 and 5.3.30.

37.2 (a) Trailblazer shall utilize the standardized datasets provided by the standards incorporated by reference in 18 C.F.R. Section 284.10. Trailblazer's implementation guide for the standardized data sets specifies Trailblazer's intended use, if any, of the data elements that are coded as "business conditional" (BC) and "mutually agreeable" (MA) for purposes of EDI. The implementation guide may be obtained by contacting the DART-Help Line (1-800-258-DART) and asking for the EDI coordinator.

37.3 Trailblazer's HTML page(s) required by Standard 4.3.6 is accessible via the Internet's World Wide Web at the following address:

WWW.NGPL.COM

### Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 307 First Revised Sheet No. 307 : Superseded Superseding: Original Sheet No. 307 EXHIBIT A

SERVICE AGREEMENT BETWEEN TRAILBLAZER PIPELINE COMPANY AND

#### 

A. MAXIMUM DAILY VOLUMES BY DELIVERY POINT

	Location of Receipt Point	Delivery Pressure (psig)	Maximum Daily Volumes (MMBtu/d) 1/
Points of Receipt	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	······
	Location of Delivery Point	Delivery Pressure (psig)	Maximum Daily Volumes (MMBtu/d) 1/
Points of Delivery		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·

B. CONTRACT DEMAND

Trailblazer shall not be obligated to receive total volumes at all points of receipt in excess of  $\ldots \ldots \ldots \ldots \ldots MMBtu/d$  on any day.

\_\_\_\_\_

1/ Maximum Daily Volumes, in the aggregate, are not to exceed the Contract Demand multiplied by 1.1, and the Maximum Daily Volume shall not exceed the Contract Demand at any point of receipt.

	Date: 01/01/1996 Status: Effective sket: RP96- 71-000	
First Re	vised Sheet No. 308 First Revised Sheet No. 308 : ling: Substitute Original Sheet No. 308	Superseded
	[FOR RATE SCHEDU]	LES FTS, ITS] Contract No
	TRAILBLAZER PIPELINE CO TRANSPORTATION RATE SCH AGREEMENT DATED UNDER SUBPART OF THE FERC'S H	iedule of part 284
1.	SHIPPER is:	, a
2.	MDQ totals: MMBtu per day.	
3.	TERM:	through
4.	Service will be ON BEHALF OF:	
	Shipper or Other:	, a
5.	The ULTIMATE END USERS are (check one):	
		company(ies):; or ental U.S.
6.	<pre> Capacity rights for this Agreement were a [for firm service only] Service and rese (a) (b) the date capacity to provide the serv System.</pre>	vice hereunder is available on Trailblazer's
	Other:	
7.	SHIPPER'S ADDRESSES	TRAILBLAZER'S ADDRESSES
8.	The above-stated Rate Schedule, as revised from incorporated herein. The attached Exhibits A at AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY TH NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RI agreement between the parties and no waiver, rep Agreement unless it is in writing. Shipper sha to Trailblazer if Trailblazer must provide them	Ad B are a part of this Agreement. THIS E LAWS OF, AND ESULT. This Agreement states the entire presentation or agreement shall affect this Il provide the actual end user purchaser name(s)
	Agreed to by:	
	TRAILBLAZER	SHIPPER
	/s/: NAME: TITLE:	/s/: NAME: TITLE:

Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 309 First Revised Sheet No. 309 : Superseded Superseding: Substitute Original Sheet No. 309

EXHIBIT A

DATED .....

Company:

Contract No.:

Receipt Point(s):

Name / Location	County/Parish Area	State	PIN No.	MDQ (MMBtu)
PRIMARY RECEIPT POINT(S):				
SECONDARY RECEIPT POINT(S):				

Receipt Pressure, Assumed Atmospheric Pressure

Natural gas to be delivered to Trailblazer at the Receipt Point(s) shall be at a delivery pressure sufficient to enter Trailblazer's pipeline facilities at the pressure maintained from time to time, but Shipper shall not deliver gas at a pressure in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in Trailblazer's Catalogue of Points. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Receipt Point(s).

### Rates

Except as provided to the contrary in any written agreement(s) between the parties in effect during the term hereof, Shipper shall pay Trailblazer the applicable maximum rate(s) and all other lawful charges as specified in Trailblazer's applicable rate schedule.

# Fuel Gas and Unaccounted For Gas Percentage (%)

Shipper will be assessed the applicable percentage for Fuel Gas and Unaccounted For Gas unless Trailblazer and Shipper mutually agree on monetary reimbursement.

# Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 First Revised Sheet No. 310 First Revised Sheet No. 310 : Superseded Superseding: Substitute Original Sheet No. 310

EXHIBIT B DATED .....

Company:

Contract No.:

Delivery Point(s):

Name / Location	PIN No.	MDQ (MMBtu)
PRIMARY DELIVERY POINT(S):		
1		
SECONDARY DELIVERY POINT(S):		
2		

Delivery Pressure, Assumed Atmospheric Pressure

Natural gas to be delivered by Trailblazer to Shipper, or for Shipper's account, at the Delivery Point(s) shall be at the pressures available in Trailblazer's pipeline facilities from time to time. The measuring party shall use or cause to be used an assumed atmospheric pressure corresponding to the elevation at such Delivery Point(s).

# Effective Date: 01/01/1996 Status: Effective FERC Docket: RP96-71-000 Second Revised Sheet No. 400 Second Revised Sheet No. 400 : Superseded Superseding: First Revised Sheet No. 400

INDEX OF RATE SCHEDULE T SHIPPERS AND LIST OF CONTRACT DEMANDS

Currently	Effective

Contract Demand Shipper		Term of Contract	
(MMBtu)	Date of Contract	Term of Contract	
Natural Gas Pipeline Company of America 193,980	10/08/82	20 years	
Northern Natural Gas Company 51,940	10/08/82	20 years	