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FERC Docket: RP02-381-000

First Revised Sheet No. 0 Williston Basin Interstate Pipeline Co.: Second Revised Volume No. 1

First Revised Sheet No. 0 : Effective

Superseding: Original Sheet No. 0

FERC Gas Tariff

Second Revised Volume No. 1

Supersedes

First Revised Volume No. 1,
Original Volume No. 1-A and Original Volume No. 1-B
to the FERC Gas Tariff

of

Williston Basin Interstate Pipeline Company

Filed With Federal Energy Regulatory Commission

Communications Concerning Tariff
Should be Addressed to:

Keith A. Tiggelaar
Director of Regulatory Affairs
Williston Basin Interstate Pipeline Company
P.O. Box 5601
Bismarck, North Dakota 58506-5601
(701) 530-1560
(701) 530-1699 (FAX)

Or for Courier Delivery to:

Williston Basin Interstate Pipeline Company 1250 West Century Avenue Bismarck, North Dakota 58503

FERC Docket: RP04-331-000

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Effective Date: 11/23/2006 Status: Effective FERC Docket: RP07- 33-000

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FERC Docket: RP04-410-000

First Revised Sheet No. 4 First Revised Sheet No. 4 : Effective

Superseding: Original Sheet No. 4

PRELIMINARY STATEMENT

Williston Basin Interstate Pipeline Company ("Williston Basin") is a natural gas company engaged in the business of gathering, storing, transporting, and selling natural gas in interstate commerce in the states of Montana, North Dakota, South Dakota and Wyoming, subject to the provisions of the Natural Gas Act and the Federal Energy Regulatory Commission's Regulations thereunder. The Company gathers, stores and transports natural gas for the following parties including, but not limited to, local distribution utilities, other interstate natural gas pipeline companies, natural gas marketers, producers, end users and other shippers.

FERC Docket: RP10-701-000

Twentieth Revised Sheet No. 5 Twentieth Revised Sheet No. 5 Superseding: Nineteenth Revised Sheet No. 5

FERC Docket: RP10-701-000

Sixteenth Revised Sheet No. 6 Sixteenth Revised Sheet No. 6 Superseding: Fifteenth Revised Sheet No. 6

FERC Docket: RP10-701-000

Fourteenth Revised Sheet No. 6A Fourteenth Revised Sheet No. 6A Superseding: Thirteenth Revised Sheet No. 6A

FERC Docket: RP10-701-000

Tenth Revised Sheet No. 7 Tenth Revised Sheet No. 7 Superseding: Ninth Revised Sheet No. 7

FERC Docket: RP10-701-000

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FERC Docket: RP10-701-000

Eighteenth Revised Sheet No. 9 Eighteenth Revised Sheet No. 9 Superseding: Seventeenth Revised Sheet No. 9

FERC Docket: RP08-339-000

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FERC Docket: RP10-701-000

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

Effective Date: 12/10/2003 Status: Effective FERC Docket: RP04- 53-000

Sheet Nos. 12 - 14 Sheet Nos. 12 - 14: Effective

SHEET NOS. 12-14 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE

FERC Docket: RP10-1140-000

Seventy-Sixth Revised Sheet No. 15 Seventy-Sixth Revised Sheet No. 15

Superseding: Seventy-Fifth Revised Sheet No. 15

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

THROUGHPUT SURCHARGE	GAS SUPPLY REALIGNMENT RATE SCHEDULE SURCHARGE	RATE SURCH	PLUS		BASE TARIFF RATE				
RATE SCHEDUL	RATE SCHEDULE FT-1								
RESERVATION	RESERVATION CHARGE								
MAXIMUM	Y DELIVERY QUANT	. ~	RATE PER	EQV. DKT PER MO.	737.928	N.A.			
	N.A.		RATE PER	EQV. DKT PER MO.	0.000	N.A.			
N.A.	N.A.	0.000							
COMMODITY CH	ARGE ./B/		RATE PER	DKT	3 120	0.190			
	N.A.		RATE PER			0.190			
	N.A.		NAIE IEN	DICI	3.120	0.190			
	ERRUN CHARGE								
MAXIMUM A	N.A.		RATE PER	DKT	30.884	0.190			
MINIMUM A	./B/ N.A.	3.310	RATE PER	DKT	3.120	0.190			
	APACITY RELEASE								
MAXIMUM			RATE PER	DKT	24.261	N.A.			
MINIMUM	N.A.		RATE PER	DKT	0.000	N.A.			
N.A.	N.A.	0.000							

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 2.153%, CONSISTING OF 2.614% FOR

THE CURRENT PERCENTAGE AND (0.461%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS 0.818 CENTS, CONSISTING OF 0.830 CENTS FOR THE CURRENT RATE

AND (0.012) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE

RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

FERC Docket: RP10-1140-000

Forty-Fifth Revised Sheet No. 15A Forty-Fifth Revised Sheet No. 15A

Superseding: Forty-Fourth Revised Sheet No. 15A

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

DEKATHERM AS INDICATED)

TOP	GAS SUPPLY	BASE TARIFF						
	REALIGNMENT			BASE TARIFF				
	RATE SCHEDULE SURCHARGE	SURCHARGE	S	RATE				
RATE SCHEDULE FT-1 CONTINUED								
FIRM GATHE	RING CHARGE							
MAXIMUM DA:	ILY DELIVERY QUANTI		E DED EOU DEE DED MO	1000 000	N. 2			
	N.A.	1229.809	E PER EQV. DKT PER MO.	1229.809	N.A.			
MINIMUM	N.A.	RATI	E PER EQV. DKT PER MO.	0.000	N.A.			
N.A.	N.A.	0.000						
	GATHERING CHARGE	D.1 (II)		1 204	N. 3			
	A/B/ N.A.	RATI 1.384	E PER DKT	1.384	N.A.			
MINIMUM		RATI 1.384	E PER DKT	1.384	N.A.			
N.A.	N.A.	1.384						
INTERRUPTIBLE GATHERING CHARGE								
MAXIMUM		-	E PER DKT	43.807	N.A.			
N.A. MINIMUM	N.A.			1 204	NT 70			
N.A.	N.A.	RATI 1.384	E LEK DVI	1.384	N.A.			

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR GATHERING FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 0.953%, CONSISTING OF 2.838% FOR THE

CURRENT PERCENTAGE AND (1.885%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR GATHERING. THE APPLICABLE RATE IS 2.000 CENTS, CONSISTING OF 2.696 CENTS FOR THE CURRENT RATE AND

^(0.696) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT

POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-001

Fiftieth Revised Sheet No. 16 : Suspended

Superseding: Forty-Ninth Revised Sheet No. 16

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

DEKATHERM AS INDICATED)

TC	OP GAS	S SUPPLY BASE	TARIFF	1	RASE TARIFF	GTI	ACA
THROU	JGHPUT REAI	IGNMENT RATE	PLUS	•	DIIOD IIII(III	011	11011
CHRCHARCE		OULE SURCHARGE	UNIT		RATE	SURCHARGE A/	
SURCHARGE	SURCHARGE	SURCHARGE	SURCHARGES				
RATE SCHEDU	 JLE ST-1						
RESERVATION MAXIMUM DAI		QUANTITY (MDDQ)					
MAXIMUM			RATE PER EQV. DK	T PER MO.	817.235	B/	
N.A. MINIMUM		N.A.	817.235 B/ RATE PER EQV. DK	T PER MO	0 000	0.000	
		Ν.Α.			0.000	0.000	
COMMODITY (NIA DCE						
	C/D/		RATE PER DKT		3.611	0.600	
0.210		N.A.					
MINIMUM 0 210		N.A.	RATE PER DKT		3.611	0.000	
0.210	N.A.	N.A.	3.021				
coneulii eu (OVERRUN CHARG	יםי					
MAXIMUM		-	RATE PER DKT		38.456	0.600	
		N.A.			0.611		
MINIMUM 0.210	-/-/	N.A.	RATE PER DKT 3.821		3.611	0.000	
0.210	N.A.	N.A.	3.821				

A/ GTI SURCHARGE IS APPLICABLE TO TRANSPORTATION DELIVERIES TO ALL DELIVERY POINTS EXCEPT POINTS OF INTERCONNECTION WITH GTI MEMBER PIPELINES. IF A

TRANSPORTATION TRANSACTION IS DISCOUNTED, THE GTI SURCHARGE(S) WILL BE DEEMED TO BE THE FIRST COMPONENT OF THE TOTAL RATE TO BE DISCOUNTED.

B/ A GTI SURCHARGE OF 5.000 CENTS PER EQUIVALENT DKT PER MONTH FOR SHIPPERS WITH LOAD FACTORS EXCEEDING 50% OR 3.100 CENTS PER EQUIVALENT DKT PER MONTH

FOR SHIPPERS WITH LOAD FACTORS OF 50% OR LESS MAY ALSO APPLY TO SERVICE UNDER THIS RATE SCHEDULE IN ACCORDANCE WITH FOOTNOTE A.

C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS.

THE APPLICABLE PERCENTAGE IS 3.066%, CONSISTING OF 3.423% FOR
THE CURRENT PERCENTAGE AND (0.357)% FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO
THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS 0.00054 CENTS, CONSISTING OF 0.00142 CENTS FOR THE CURRENT

RATE AND (0.00088) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

FERC Docket: RP10-1140-000

Sixty-Second Revised Sheet No. 16 Sixty-Second Revised Sheet No. 16

Superseding: Sixty-First Revised Sheet No. 16

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

DEKATHERM AS INDICATED)

TOP	GAS SUPPLY	BASE TARI	FF		BASE TARIFF	A.C.A		
	REALIGNMENT		PLUS		RATE			
SURCHARGE	SURCHARGE	SURCHA		ONII				
	E FT-1 (Sheyenne	-						
RESERVATION (RESERVATION CHARGE MAXIMUM DAILY DELIVERY OUANTITY (MDDO)							
MAXIMUM	N.A.	1074 000	RATE PE	ER EQV. DKT PER MO.	1074.803	N.A.		
				ER EQV. DKT PER MO.	0.000	N.A.		
N.A.	N.A.	0.000		~				
COMMODITY CHA	ARGE							
MAXIMUM C	/D/ N.A.	0.010	RATE PE	ER DKT	3.120	0.190		
N.A. MINIMUM CA	N.A. /D/	3.310	RATE PE	R DKT	3.120	0.190		
N.A.	N.A.	3.310		ER DKT				
SCHEDULED OVE	ERRUN CHARGE							
MAXIMUM C	/D/		RATE PE	ER DKT	30.884	0.190		
N.A. MINIMIM C.	N.A.	31.074	RATE PE	ER DKT	3.120	0 190		
N.A.	/D/ N.A.	3.310	14112 12		0.120	0.130		
VOLUMETRIC CA	APACITY RELEASE	CHARGE						
MAXIMUM			RATE PE	ER DKT	35.336	N.A.		
MINIMIM	N.A.		RATE PE	ER DKT	0.000	N.A.		
N.A.	N.A.	0.000	14111 111	2	0.000	14 • 17 •		

A/ APPLICABLE ONLY FOR INCREMENTAL CAPACITY CERTIFICATED IN DOCKET NO. CP08-89-000.
B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.

C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 2.153%, CONSISTING OF 2.614% FOR

THE CURRENT PERCENTAGE AND (0.461%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE

IS 0.818 CENTS, CONSISTING OF 0.830 CENTS FOR THE CURRENT RATE

AND (0.012) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Fifty-Sixth Revised Sheet No. 16 Fifty-Sixth Revised Sheet No. 16

Superseding: Fifty-Fifth Revised Sheet No. 16

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

DEKATHERM AS INDICATED)

TOP	GAS SUPPLY	BASE TARI	FF			ם ד	מב האפונה	ACA
THROUGHPUT	REALIGNMENT	RATE	PLUS					
SURCHARGE	RATE SCHEDULE SURCHARGE	SURCHA	RGES	UNIT			RATE	SURCHARGE
RATE SCHEDULE FT-1 (Sheyenne Expansion) A/B								
RESERVATION MAXIMUM DAII	CHARGE Y DELIVERY QUANT	TITY (MDDQ)		ED E017 D	VIII DED	MO	1074 002	N. 3
N.A.	N.A.	1074.803	KATE PI	EK EQV. D.	KT PER	MO.	10/4.803	N.A.
MINIMUM N.A.	N.A.	0.000	RATE PE	ER EQV. D	KT PER	MO.	0.000	N.A.
COMMODITY CH	IARGE							
	C/D/ N.A.		RATE PE	ER DKT			3.120	0.170
MINIMUM C	:/D/		RATE PE	ER DKT			3.120	0.170
N.A.	N.A.	3.290						
	ERRUN CHARGE							
	C/D/ N.A.	31.054	RATE PE	ER DKT			30.884	0.170
MINIMUM C	:/D/		RATE PE	ER DKT			3.120	0.170
N.A.	N.A.	3.290						

A/ APPLICABLE ONLY FOR INCREMENTAL CAPACITY CERTIFICATED IN DOCKET NO. CP08-89-000.
B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.

C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS.

THE APPLICABLE PERCENTAGE IS 2.978%, CONSISTING OF 2.851% FOR
THE CURRENT PERCENTAGE AND 0.127% FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS 0.646 CENTS, CONSISTING OF 0.721 CENTS FOR THE CURRENT RATE

AND (0.075) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-001

Twenty-Sixth Revised Sheet No. 16A Twenty-Sixth Revised Sheet No. 16A: Suspended

Superseding: Twenty-Fifth Revised Sheet No. 16A

DEKATHERM)

TC)P GA	S SUPPLY B.	ASE TARIFF		BASE TARIFF	GTI	ACA
THROU	JGHPUT REA	LIGNMENT :	RATE PLUS		DAGE TANTET	GII	ACA
SURCHARGE	RATE SCHE SURCHARG			NIT	RATE	SURCHARGE	
	JUNCHARG	E SURCHA					
RATE SCHEDU	JLE ST-1 CON	TTINUED					
FIRM COMMOI	OITY GATHERI	NG CHARGE					
MAXIMUM	A/B/		RATE PER DK	T	107.775	N.A.	
N.A.	N.A.	N.A.	107.775				
MINIMUM	A/B/		RATE PER DK	T	1.433	N.A.	
N.A.	N.A.	N.A.	1.433				

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR GATHERING FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 0.517%, CONSISTING OF 0.817% FOR THE

CURRENT PERCENTAGE AND (0.300)% FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR GATHERING. THE APPLICABLE RATE IS 0.00000 CENTS, CONSISTING OF 0.00000 CENTS FOR THE CURRENT RATE

AND 0.00000 CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE

RECEIPT POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

FERC Docket: RP04-331-000

Thirty-First Revised Sheet No. 16A Thirty-First Revised Sheet No. 16A: Effective Superseding: Sub 30th Revised Sheet No. 16A

NOTICE OF CANCELLATION OF SHEET NO. 16A

SHEET NO. 16A IS NOT ISSUED BUT IS RESERVED FOR FUTURE USE

FERC Docket: RP10-621-000

Eleventh Revised Sheet No. 17 Eleventh Revised Sheet No. 17 Superseding: Tenth Revised Sheet No. 17

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

TOP	GAS SUPPLY	BASE TARIFF		BASE TARIFF	ACA
THROUGHPUT	REALIGNMENT RATE SCHEDULE	RATE PLUS	UNIT	RATE	SURCHARGE
SURCHARGE	SURCHARGE	SURCHARGES			
RATE SCHEDU	 LE FTN-1				
RESERVATION	 CHARGE LY DELIVERY QUANTIT				
MAXIMUM N.A.	N.A.	RATE : 47.491	PER EQV. DKT P	ER MO. 47.491	N.A.
MINIMUM N.A.	N.A.	RATE : 1.589	PER EQV. DKT P	ER MO. 1.589	N.A.
VOLUMETRIC (CAPACITY RELEASE CH	IARGE			
MAXIMUM N.A.	N.A.	RATE : 1.561	PER DKT	1.561	N.A.
MINIMUM N.A.	N.A.		PER DKT	0.052	N.A.
IN • A •	IN . A .	0.052			

FERC Docket: RP10-1140-000

Seventy-Third Revised Sheet No. 18 Seventy-Third Revised Sheet No. 18

Superseding: Seventy-Second Revised Sheet No. 18

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER

DEKATHERM)

TOP	GAS SUPPLY	BASE TARIFE	?		
				BASE TARIFF	ACA
THROUGHPUT		RATE PI			
	RATE SCHEDULE		UNIT	RATE	SURCHARGE
SURCHARGE		SURCHAF			
RATE SCHEDU	LE IT-1				
COMMODITEL	UIADCE				
COMMODITY C MAXIMUM			RATE PER DKT	30.884	0.190
		31.074	WIE IEK DKI	30:004	0.130
MINIMUM		51.071 F	RATE PER DKT	3.120	0.190
	N.A.	3.310			
CCREDIII ED O	VERRUN CHARGE				
MAXIMUM		Ε	RATE PER DKT	30.884	0.190
		31.074	VAIE FER DRI	30.004	0.190
MINIMUM			RATE PER DKT	3.120	0.190
N.A.		3.310			-

⁻⁻⁻⁻⁻

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 2.153%, CONSISTING OF 2.614% FOR

THE CURRENT PERCENTAGE AND (0.461%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS 0.818 CENTS, CONSISTING OF 0.830 CENTS FOR THE CURRENT RATE

AND (0.012) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE

FERC Docket: RP10-1140-000

Forty-Fifth Revised Sheet No. 18A Forty-Fifth Revised Sheet No. 18A

Superseding: Forty-Fourth Revised Sheet No. 18A

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

TOP	GAS S	UPPLY	BASE TARI	FF						DACE MADIES		7.07	
	RATE S	ALIGNMENT CCHEDULE JRCHARGE	SURCH	ARGES					BASE TARIFF RATE	S	URCHARGE		
RATE SCHEDU													
MAXIMUM	ILY DELIV	RGE PERY QUANTIT	, ~,	RATE	PER	EQV.	DKT	PER	MO.	1229.809		N.A.	
MINIMUM N.A.		I.A.	0.000	RATE	PER	EQV.	DKT	PER	MO.	0.000		N.A.	
COMMODITY (A/B/			RATE	PER	DKT				1.384		N.A.	
N.A. MINIMUM N.A.	, ,		1.384		PER	DKT				1.384		N.A.	
INTERRUPTII MAXIMUM		RING CHARGE		RATE	PER	ידאת				43.807		N.A.	
	A/B/	I.A. I.A.		RATE						1.384		N.A.	

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR GATHERING FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 0.953%, CONSISTING OF 2.838% FOR THE

CURRENT PERCENTAGE AND (1.885%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR

SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR GATHERING. THE APPLICABLE RATE IS 2.000 CENTS, CONSISTING OF 2.696 CENTS FOR THE CURRENT RATE AND

^(0.696) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT

POINT(S) INTO TRANSPORTER'S GATHERING FACILITIES.

FERC Docket: RP10-1140-000

Forty-Fifth Revised Sheet No. 19 Forty-Fifth Revised Sheet No. 19

Superseding: Forty-Fourth Revised Sheet No. 19

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

TOP	GAS SUPPLY	BASE TARIFF		BASE TARIFF	A.C.A
THROUGHPUT		RATE PLUS			
SURCHARGE		SURCHARGES		RATE	
RATE SCHEDU	JLE FS-1				
CAPACITY RE			PER EOV. DKT PER MO.	2.102	N.A.
N.A. MINIMUM	N.A.	2.102	PER EQV. DKT PER MO.		N.A.
	N.A.		TER EQV. BRI TER 110.	0.000	
MAXIMUM	ELIVERABILITY		PER EQV. DKT PER MO.	190.602	N.A.
N.A. MINIMUM N.A.	N.A.		PER EQV. DKT PER MO.	0.000	N.A.
INJECTION MAXIMUM			PER DKT	0.888	N.A.
N.A. MINIMUM N.A.		RATE	PER DKT	0.888	N.A.
WITHDRAWAL MAXIMUM N.A.	A/B/ N.A.	0.888	PER DKT	0.888	N.A.
MINIMUM N.A.	N.A.		PER DRI	0.888	N.A.
SCHEDULED (OVERRUN CHARGE				
MAXIMUM N.A.	A/B/ N.A.	RATE 23.920	PER DKT	23.920	N.A.
MINIMUM N.A. WITHDRAWAL	N.A.	RATE 0.888	PER DKT	0.888	N.A.
MAXIMUM N.A.	A/B/ N.A.	23.920	PER DKT	23.920	N.A.
MINIMUM N.A.	A/B/ N.A.		PER DKT	0.888	N.A.

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR STORAGE FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 0.402%, CONSISTING OF 0.568% FOR THE

CURRENT PERCENTAGE AND (0.166%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE

APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR STORAGE. THE APPLICABLE RATE IS 0.182 CENTS, CONSISTING OF 0.346 CENTS FOR THE CURRENT RATE AND

^(0.164) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

FERC Docket: RP10-621-000

Original Sheet No. 19A Original Sheet No. 19A

NOTICE OF CURRENTLY EFFECTIVE RATES

._____

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR EQUIVALENT

TOP	GAS SUPPLY	BASE TARIFF		BASE TARIFF	ACA				
THROUGHPUT	REALIGNMENT	RATE PLUS							
SURCHARGE	RATE SCHEDULE SURCHARGE	SURCHARGES	UNIT	RATE	SURCHARGE				
						-			
RATE SCHEDUI	RATE SCHEDULE FS-1								
VOLUMETRIC C	CAPACITY RELEASE CH	HARGES							
MAXIMUM	27. 7		PER DKT	0.069	N.A.				
N.A. MINIMUM	N.A.	0.069 RATE	PER DKT	0.000	N.A.				
N.A.	N.A.	0.000							
CAPACITY DEI	LIVERABILITY								
MAXIMUM			PER DKT	6.266	N.A.				
N.A. MINIMUM	N.A.	6.266 RATE	PER DKT	0.000	N.A.				
N.A.	N.A.	0.000	·	*****					

FERC Docket: RP10-1140-000

Forty-Fifth Revised Sheet No. 20 Forty-Fifth Revised Sheet No. 20

Superseding: Forty-Fourth Revised Sheet No. 20

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER

DEKATHERM)

TOP	GAS SUPF	LY BASE	TARIFF					BASE T	'ARIFF	Δ	م ح
		NMENT R.	ATE PLUS								
SURCHARGE	RATE SCHE SURCH		URCHARGES				RATE				
RATE SCHEDU	 LE IS-1										
CAPACITY MAXIMUM				PER	DKT :	PER	MO.		5.003		N.A.
MINIMUM		. 5	RATE	PER	DKT :	PER	MO.		0.000		N.A.
N.A. INJECTION	N . A	0	.000								
MAXIMUM		0	RATE	PER	DKT				0.888		N.A.
N.A. MINIMUM	A/B/		.888 RATE	PER	DKT				0.888		N.A.
N.A.	N.A	0	.888								
WITHDRAWAL MAXIMUM	A/B/		RATE	PER	DKT				6.896		N.A.
N.A. MINIMUM		. 6	.896 RATE	PER	DKT				0.888		N.A.
N.A.	N.A		.888								
SCHEDULED O'	VERRUN CHAR	GE									
MAXIMUM .		0	RATE	PER	DKT				0.888		N.A.
MINIMUM	A/B/		RATE	PER	DKT				0.888		N.A.
N.A. WITHDRAWAL	N.A	0	.888								
MAXIMUM .		6	RATE	PER	DKT				6.896		N.A.
MINIMUM	A/B/		RATE	PER	DKT				0.888		N.A.
N.A.	N.A	. 0	.888								

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A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR STORAGE FUEL USE, LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGE IS 0.402%, CONSISTING OF 0.568% FOR THE

CURRENT PERCENTAGE AND (0.166%) FOR THE DEFERRAL PERCENTAGE. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY

TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR STORAGE. THE APPLICABLE RATE IS 0.182 CENTS, CONSISTING OF 0.346 CENTS FOR THE CURRENT RATE AND

^(0.164) CENTS FOR THE DEFERRAL RATE. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT

AT TRANSPORTER'S STORAGE FACILITIES.

FERC Docket: RP00-107-007

Forty-Second Revised Sheet No. 21 Forty-Second Revised Sheet No. 21: Effective Superseding: 2nd Sub Forty-First Revised Sheet No. 21

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN CENTS PER DEKATHERM OR

MCF AS INDICATED)

TOP	GAS SUPPLY	BASE TARIFF		BASE TARIFF	ACA	
THROUGHPUT	REALIGNMENT	RATE PL	US	Bried Hilli	11011	
	RATE SCHEDULE		UNIT	RATE	SURCHARGE	
SURCHARGE	SURCHARGE	SURCHAR	GES			
RATE SCHEDUI	LE PAL-1					
COMMODITY CH	HARGE					
MAXIMUM		R	ATE PER DKT	30.884	N.A.	
N.A.	N.A.	30.884				
MINIMUM			ATE PER DKT	3.120	N.A.	
N.A.	N.A.	3.120				

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 22-29 Original Sheet Nos. 22-29: Effective

SHEET NOS. 22-29

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

FERC Docket: RP97-352-000

Third Revised Sheet No. 30 Third Revised Sheet No. 30: Effective

Superseding: Second Revised Sheet No. 30
RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the transportation of natural gas by Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, when Shipper desires Firm Transportation Service, and:

- 1.1 Transporter has determined that other than new taps, valves, measurement equipment, and other facilities which may be required at the point(s) of receipt or delivery to effect receipt or delivery of the gas, it has or will have available capacity to provide the service requested by Shipper as well as to meet its other firm service commitments; provided however, that nothing herein shall require Transporter to add or expand capacity or facilities to satisfy requests for service hereunder:
- 1.2 Shipper has met the conditions of service specified in Section
 8 hereof;
- 1.3 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and
- 1.4 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to all firm transportation service performed by Transporter pursuant to Service Agreements executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1 to Transporter's canceled FERC Gas Tariff, Original Volume No. 1-B, as such Service Agreements existed on the date this FERC Gas Tariff, Second Revised Volume No. 1 originally became effective.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder, up to the maximum daily and annual quantities specified in Exhibit A to the Service Agreement, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff), shall be considered firm, and shall not be subject to interruption or curtailment by Transporter except as provided in the General Terms and Conditions.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Fourth Revised Sheet No. 30 Fourth Revised Sheet No. 30

Superseding: Third Revised Sheet No. 30

RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE

AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the transportation of natural gas by Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, when Shipper desires Firm Transportation Service, and:

- 1.1 Transporter has determined that other than new taps, valves, measurement equipment, and other facilities which may be required at the point(s) of receipt or delivery to effect receipt or delivery of the gas, it has or will have available capacity to provide the service requested by Shipper as well as to meet its other firm service commitments; provided however, that nothing herein shall require Transporter to add or expand capacity or facilities to satisfy requests for service hereunder;
- 1.2 Shipper has met the conditions of service specified in Section 8 hereof;
- 1.3 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule;
- 1.4 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to all firm transportation service performed by Transporter pursuant to Service Agreements executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1 to Transporter's canceled FERC Gas Tariff, Original Volume No. 1-B, as such Service Agreements existed on the date this FERC Gas Tariff, Second Revised Volume No. 1 originally became effective; and
- 1.5 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to any firm transportation service for the incremental capacity, as may be available from time to time, certificated in Docket No. CP08-89-000, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1; such capacity is currently subscribed under Contract Nos. FT-769, FT-770 and FT-771.

FERC Docket: RP04-377-000

Seventh Revised Sheet No. 31 seventh Revised Sheet No. 31 : Effective

Superseding: Sixth Revised Sheet No. 31

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet Nos. 15 and 15A of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's Maximum Daily Delivery Quantity (MDDQ) multiplied by the MDDQ charge set forth in the Service Agreement. The reservation charge hereunder is subject to adjustment pursuant to the Transition Cost Recovery Mechanisms in Section 39 of the General Terms and Conditions. Shipper shall be responsible for paying the reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.
- 3.3 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Take-or-Pay Buyout and Buydown Cost Recovery Mechanisms, in Sections 41, 36 and 37 of the General Terms and Conditions. Where quantities of gas to be transported hereunder are gathered through Transporter's gathering facilities, Shipper shall be charged an additional commodity amount obtained by multiplying the unit gathering rate set forth in the Service Agreement by the quantity of gas in dkt received each month by Transporter for gathering for Shipper's account at the point(s) of receipt into Transporter's gathering facilities.
- 3.4 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Eighth Revised Sheet No. 31 Eighth Revised Sheet No. 31

Superseding: Seventh Revised Sheet No. 31

RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder, up to the maximum daily and annual quantities specified in Exhibit A to the Service Agreement, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff), shall be considered firm, and shall not be subject to interruption or curtailment by Transporter except as provided in the General Terms and Conditions.

TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet Nos. 15, 15A or 16, as applicable, of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's Maximum Daily Delivery Quantity (MDDQ) multiplied by the MDDQ charge set forth in the Service Agreement. The reservation charge hereunder is subject to adjustment pursuant to the Transition Cost Recovery Mechanisms in Section 39 of the General Terms and Conditions. Shipper shall be responsible for paying the reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.
- 3.3 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Take-or-Pay Buyout and Buydown Cost Recovery Mechanisms, in Sections 41, 36 and 37 of the General Terms and Conditions. Where quantities of gas to be transported hereunder are gathered through Transporter's gathering facilities, Shipper shall be charged an additional commodity amount obtained by multiplying the unit gathering rate set forth in the Service Agreement by the quantity of gas in dkt received each month by Transporter for gathering for Shipper's account at the point(s) of receipt into Transporter's gathering facilities.
- 3.4 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without

FERC Docket: RP09-36-000

Ninth Revised Sheet No. 32 Ninth Revised Sheet No. 32

Superseding: Eighth Revised Sheet No. 32

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE (Continued)

TRANSPORTATION SERVICE CHARGES (Continued)

adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable ${\tt maximum}$ rate(s) nor shall they be less than the applicable ${\tt minimum}$ rate(s) set forth on Sheet Nos. 15 or 16, as applicable, of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "A" of the Service Agreement, the rate for gathering and/or transportation service shall be the maximum allowable rate under this Rate Schedule.

- 3.5 Imbalance Charges: Pursuant to the terms of Subsection 15.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 15.5 and the applicable index price as defined in Subsection 15.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.
- 3.6 Nomination Variance Penalties: Pursuant to the terms of Subsection 15.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 15.14 of the General Terms and Conditions.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Eighth Revised Sheet No. 32 Eighth Revised Sheet No. 32

Superseding: Seventh Revised Sheet No. 32

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE (Continued)

TRANSPORTATION SERVICE CHARGES (Continued)

adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable ${\tt maximum}$ rate(s) nor shall they be less than the applicable ${\tt minimum}$ rate(s) set forth on Sheet Nos. 15 or 16, as applicable, of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "B" of the Service Agreement, the rate for gathering and/or transportation service shall be the maximum allowable rate under this Rate Schedule.

- 3.5 Imbalance Charges: Pursuant to the terms of Subsection 15.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 15.5 and the applicable index price as defined in Subsection 15.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.
- 3.6 Nomination Variance Penalties: Pursuant to the terms of Subsection 15.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 15.14 of the General Terms and Conditions.
- 4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

FERC Docket: RP03-323-000

 $\textbf{Original Sheet No. 32A} \; \texttt{Original Sheet No. 32A} \; : \; \; \texttt{Effective}$

RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE (Continued)

5. RESERVATION CHARGE ADJUSTMENT

If Transporter, on any day, fails to accept from Shipper the quantity of gas tendered by Shipper for transportation, up to Shippers $\,$

FERC Docket: RP03-286-004

Ninth Revised Sheet No. 33 Ninth Revised Sheet No. 33: Effective

Superseding: Eighth Revised Sheet No. 33

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

5. RESERVATION CHARGE ADJUSTMENT (Continued)

Maximum Daily Receipt Quantity (MDRQ), the reservation charge for the month in which such day occurs will be reduced by an amount equal to the volume of gas tendered that Transporter failed to accept on such day, up to Shipper's MDRQ, multiplied by a unit amount per equivalent dkt obtained by dividing the applicable MDDQ reservation charge by the number of days in such month. Such unit amount shall be rounded to the nearest tenth of a cent. Such amount shall be credited against transportation charges for the next succeeding month.

Transporter shall not be required to adjust the reservation charge if failure to accept gas from Shipper is due to Shipper's failure to perform in accordance with the terms of this Tariff and/or the Service Agreement.

6. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's MDDQ or ADQ as specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Seventh Revised Sheet No. 33 Seventh Revised Sheet No. 33 : Suspended

Superseding: Sixth Revised Sheet No. 33

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

5. RESERVATION CHARGE ADJUSTMENT (Continued)

Maximum Daily Receipt Quantity (MDRQ), the reservation charge for the month in which such day occurs will be reduced by an amount equal to the volume of gas tendered that Transporter failed to accept on such day, up to Shipper's MDRQ, multiplied by a unit amount per equivalent dkt obtained by dividing the applicable MDDQ reservation charge by the number of days in such month. Such unit amount shall be rounded to the nearest tenth of a cent. Such amount shall be credited against transportation charges for the next succeeding month.

Transporter shall not be required to adjust the reservation charge if failure to accept gas from Shipper is due to Shipper's failure to perform in accordance with the terms of this Tariff and/or the Service Agreement.

6. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's MDDQ or ADQ as specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

FERC Docket: RP03-286-004

Third Revised Sheet No. 33A Third Revised Sheet No. 33A: Effective

Superseding: Second Revised Sheet No. 33A

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

7. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

First Revised Sheet No. 33A First Revised Sheet No. 33A : Suspended

Superseding: Original Sheet No. 33A

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

7. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

FERC Docket: RP97-410-000

First Revised Sheet No. 34 First Revised Sheet No. 34: Effective

Superseding: Original Sheet No. 34

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

8. CONDITIONS OF SERVICE

- 8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
- 8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
- 8.3 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).

9. OTHER OPERATING PROVISIONS

- 9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- 9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

11. CONTRACT PATH

11.1 For purposes of this Rate Schedule, unless otherwise agreed to in writing in the Service Agreement, the contract path applicable to transportation service hereunder is that path on the pipeline that has the shortest pipeline distance between the point at which the gas is received and the delivery point to which such gas is to be transported, which contract path shall be specified in the Service Agreement. Within this path, the direction of flow of the gas for contractual purposes shall be from the receipt point to the delivery point.

FERC Docket: RP97-410-000

Original Sheet No. 34A Original Sheet No. 34A: Effective

RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE (Continued)

11. CONTRACT PATH (Continued)

11.2 Where Shipper separately contracts with Transporter for firm or interruptible storage service and desires to utilize firm transportation service under this Rate Schedule to deliver gas to Transporter's storage facilities for injection into storage and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, firm transportation capacity will be reserved along a contract path between the receipt and delivery points, with aggregate storage considered a stop-in-time. In such circumstances, storage will be considered an intermediate receipt or delivery point(s), as applicable. For capacity release purposes only, such contract path shall specify an individual storage field location in the executed Service Agreement. Where storage is considered a stop-in-time, as described above, transportation commodity

FERC Docket: RP07- 33-000

Seventh Revised Sheet No. 35 seventh Revised Sheet No. 35 : Effective

Superseding: Sixth Revised Sheet No. 35

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE (Continued)

11. CONTRACT PATH (Continued)

charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas transported from storage after withdrawal. The transportation fuel reimbursement percentage and electric power reimbursement rate will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

12. NOTICES

12.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

12.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 36-44 Original Sheet Nos. 36-44: Effective

SHEET NOS. 36-44 ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

Effective Date: 08/26/1997 Status: Effective

FERC Docket: RP97-472-000

First Revised Sheet No. 45 First Revised Sheet No. 45: Effective

Superseding: Original Sheet No. 45

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") who has executed a Service Agreement for service under Rate Schedules FT-1 and FS-1 to ensure the delivery of natural gas on a no-notice basis by Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, and:

- 1.1 Transporter has determined that it is able to render such No-Notice Firm Transportation Service by managing Shipper's Rate Schedule FS-1 storage service capabilities and, as applicable, by requesting receipt of certain additional gas supplies for which Shipper has contracted and designated in the Service Agreement. Nothing herein shall require Transporter to add or expand capacity or facilities to satisfy requests for service hereunder;
- 1.2 The amount of no-notice service to be provided hereunder shall be limited to that requested prior to the effectiveness of this Tariff; provided however, that no-notice service shall only be available up to the sales Maximum Daily Quantity existing on the date this Tariff becomes effective at those delivery points which Shipper(s) converts from bundled sales service to no-notice transportation service pursuant to Order Nos. 636, et seq.
- 1.3 Shipper has met the conditions of service specified in Section 6 hereof; and,
- 1.4 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder will be available for firm delivery of the quantity of gas needed at a specific delivery point above or

FERC Docket: RP97-352-000

Third Revised Sheet No. 46 Third Revised Sheet No. 46: Effective

Superseding: Second Revised Sheet No. 46

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

below the daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 up to the Maximum Daily Delivery Quantity (MDDQ) specified for that delivery point in Exhibit A to the Service Agreement under this Rate Schedule FTN-1, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff). Provided, however, that Transporter shall not be required to execute a Service Agreement under this Rate Schedule for an MDDQ that exceeds Shipper's MDDQ under the corresponding Rate Schedule FT-1 Service Agreement.

- 2.2 It is recognized that the availability of gas supply is critical to the service to be provided hereunder. Therefore, to obtain service hereunder, Shipper must also contract for firm contract storage service under Rate Schedule FS-1 specifying a Maximum Storage Deliverability Quantity (MSDQ) such that the ratio of Shipper's Rate Schedule FS-1 MSDQ to Shipper's Rate Schedule FTN-1 MDDQ is at least equivalent to the ratio of the total Rate Schedule FS-1 MSDQ available when Transporter's Tariff became effective to the total sales service MDQ used to initially allocate such total Rate Schedule FS-1 MSDQ in accordance with Subsection 1.4 of Rate Schedule FS-1.
- 2.3 For no-notice service above the daily nominated and scheduled quantity of firm transportation service.
 - 2.3.1 To the extent that the MDDQ specified for service under Rate Schedule FTN-1 exceeds Shipper's Rate Schedule FS-1 MSDQ, Shipper shall be required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount of the difference between Shipper's Rate Schedule FTN-1 MDDQ and Shipper's Rate Schedule FS-1 MSDQ. The supply contract(s) must specify a receipt point(s) on Transporter's system within Shipper's existing contract path specified in the Rate Schedule FT-1 Service Agreement.
 - 2.3.1.1 The Service Agreement shall specify such supply contract(s), the applicable receipt

FERC Docket: RS92- 13-004

Original Sheet No. 47 Original Sheet No. 47: Effective

RATE SCHEDULE FTN-1
NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

point(s) and the person(s) or entity(ies) which Transporter should contact to cause any or all of the additional supply contracted for by Shipper to be delivered into Transporter's system at any time. The Service Agreement shall also contain designated priorities of the supply contracts and the order in which Transporter should contact the persons or entities should it become necessary for Transporter to require that additional gas supplies be delivered into its system to ensure the provision of the no-notice service contracted for. Such prioritization shall separately show the priority and order of supply contracts on a line section by line section basis on Transporter's system.

- 2.3.2 Notwithstanding the prioritization schedule provided by Shipper pursuant to Subsection 2.3.1.1, when necessary to protect the operational integrity of its pipeline system, Transporter reserves the right, in its reasonable discretion, to choose the most appropriate of the designated supply sources from which to request the receipt of additional natural gas.
- 2.3.3 After contacting the designated person(s) or entity(ies) and requesting additional gas deliveries, Transporter must be able to verify, within one hour, that the flow of the additional gas supplies has commenced.
- 2.3.4 Service hereunder will not be provided to the extent that Shipper does not have the requisite amount of natural gas in Transporter's aggregate storage facilities or if the additional natural gas supplies are determined not to be flowing onto Transporter's system within one hour of notification. Under such circumstances all related Rate Schedule FTN-1 deliveries will cease.

FERC Docket: RS92- 13-010

First Revised Sheet No. 48 First Revised Sheet No. 48: Effective

Superseding: Original Sheet No. 48

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.3.5 Service under this Rate Schedule will be provided by first utilizing Shipper's unused Rate Schedule FS-1 MSDQ and then by utilizing the designated additional gas supplies described above.
- 2.3.6 Within the limitations described in Subsections 2.3.1 through 2.3.5 above, the actual level of service available at any delivery point under this Subsection 2.3 on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSDQ, as adjusted pursuant to the CAP, designated to serve the particular delivery point plus the amount of additional verified gas supply which is received onto Transporter's system pursuant to the direction of Transporter, and designated to the particular delivery point, or the difference between nominated and scheduled firm deliveries to the primary delivery point under Rate Schedule FT-1 and Shipper's Rate Schedule FT-1 MDDQ, as adjusted pursuant to the CAP, for the particular delivery point.
- 2.4 For no-notice service below the daily nominated and scheduled quantity of firm transportation service.
 - The actual level of service available at any delivery 2.4.1 point under this Rate Schedule on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, or the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 and the Rate Schedule FT-1 service actually taken by the Shipper. In the event service hereunder occurs during the November 1 - March 31 withdrawal season, injections to storage as a result of Rate Schedule FTN-1 service shall be allowed on a reasonable-efforts basis. Such reasonable efforts injections shall have a higher priority than all interruptible storage gas for scheduling and interruption purposes.

FERC Docket: RP03-323-000

First Revised Sheet No. 48A First Revised Sheet No. 48A: Effective

Superseding: Original Sheet No. 48A

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet No. 17 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.

FERC Docket: RP03-323-000

Third Revised Sheet No. 49 Third Revised Sheet No. 49: Effective

Superseding: Second Revised Sheet No. 49

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES (Continued)

- 3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's MDDQ multiplied by the MDDQ charge set forth in the Service Agreement. Shipper shall be responsible for paying the reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on Sheet No. 17 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "D" of the Service Agreement, the rate for transportation service shall be the maximum allowable rate under this Rate Schedule.
- 3.4 In addition to the rates applicable hereunder, Shipper shall be responsible for the appropriate Rate Schedule FS-1 Injection/Withdrawal charge(s), as well as all Rate Schedule FT-1 transportation charges associated with the gas utilized to provide the actual level of nonotice service provided hereunder as detailed in Sections 2.3 and 2.4 hereof.
- 4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

5. RESERVATION CHARGE ADJUSTMENT

If Transporter, on any day, fails to deliver to Shipper the quantity of gas described in Section 2.3.6 of this Rate Schedule, the reservation charge for the month in which such day occurs will be reduced by an amount equal to the volume of gas that Transporter failed to deliver on such day, multiplied by a unit amount per equivalent dkt obtained by dividing the applicable MDDQ reservation rate by the number of days in such month. Such unit amount shall be

FERC Docket: RP97-410-000

Second Revised Sheet No. 50 Second Revised Sheet No. 50: Effective

Superseding: Original Sheet No. 50

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

5. RESERVATION CHARGE ADJUSTMENT (Continued)

rounded to the nearest tenth of a cent. Such amount shall be credited against Shipper's Rate Schedule FTN-1 transportation charges for the next succeeding month.

Transporter shall not be required to adjust the reservation charge if failure to deliver gas to Shipper is due to Shipper's or Shipper's designated supplier(s) failure to perform in accordance with the terms of this Tariff and/or the Service Agreement.

- 6. CONDITIONS OF SERVICE
 - 6.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
 - 6.2 A potential Shipper is required to have contracted for storage service pursuant to Rate Schedule FS-1 of this Tariff and, if applicable, contract for additional gas supply to qualify for the service described herein.
 - 6.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
 - 6.4 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter from the additional supplies, if any, designated by Shipper in accordance with Subsection 2.3.1 of this Rate Schedule.
- 7. OTHER OPERATING PROVISIONS
 - 7.1 Transporter may request planning information as needed from time to time and Shipper shall comply with all reasonable requests.
- 8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

FERC Docket: RP07- 33-000

Fourth Revised Sheet No. 51 Fourth Revised Sheet No. 51: Effective

Superseding: Third Revised Sheet No. 51

RATE SCHEDULE FTN-1

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

9. NOTICES

9.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

9.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

FERC Docket: RP97-410-000

Sheet Nos. 52-59 Sheet Nos. 52-59: Effective

SHEET NOS. 52-59

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

FERC Docket: RP04-331-000

Fifth Revised Sheet No. 60 Fifth Revised Sheet No. 60 : Effective

Superseding: Sheet Nos. 60 Through 65

Notice is hereby given that effective July 10, 2004 Rate Schedule ST-1, Sheet Nos. 60-65 of the FERC Gas Tariff, Second Revised Volume No. 1, of Williston Basin Interstate Pipeline Company is to be cancelled.

The following tariff sheets have been superseded:

Fourth Revised Sheet No. 60 Eighth Revised Sheet No. 61 Fifth Revised Sheet No. 61A Seventh Revised Sheet No. 62 Tenth Revised Sheet No. 63 Eighth Revised Sheet No. 63A Seventh Revised Sheet No. 64 Original Sheet No. 64A Ninth Revised Sheet No. 65

FERC Docket: RP03-323-000

Eighth Revised Sheet No. 61 Eighth Revised Sheet No. 61: Effective

Superseding: Seventh Revised Sheet No. 61

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

APPLICABILITY AND CHARACTER OF SERVICE (Continued)

merchant. The cost-based sales service shall be available for one year after the implementation of Rate Schedule ST-1, with the option of a one year extension to eligible Shipper(s) upon FERC approval.

2.3 Shipper(s) under Rate Schedule ST-1 must fully utilize its total Maximum Daily Delivery Quantity or its Annual Delivery Quantity, whichever is applicable, specified in Exhibit A to the Service Agreement executed pursuant to this Rate Schedule, each as adjusted pursuant to the CAP, prior to utilizing any interruptible transportation services and/or utilizing firm capacity acquired under the firm capacity release mechanism as described in Section 17 of the General Terms and Conditions of this Tariff.

3. TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet Nos. 16 and 16A of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's MDDQ multiplied by the MDDQ charge set forth on Sheet No. 16 included herein. The reservation charge hereunder is subject to adjustment pursuant to the Transition Cost Recovery Mechanisms and the Gas Technology Institute General Research, Development and Demonstration Funding Unit Adjustment Provision, in Sections 39 and 40 of the General Terms and Conditions. Shipper shall be responsible for paying the reservation charge beginning on the effective date of this tariff sheet.

FERC Docket: RP01-170-000

Fifth Revised Sheet No. 61A Fifth Revised Sheet No. 61A: Effective

Superseding: Fourth Revised Sheet No. 61A $$\operatorname{RATE}$$ SCHEDULE ST-1 $$\operatorname{SMALL}$$ CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES (Continued)

3.3 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Gas Technology Institute General Research, Development and Demonstration Funding Unit Adjustment Provision, the Federal Energy Regulatory Commission Annual Charge Adjustment Provision and the Take-or-Pay Buyout and Buydown Cost Recovery Mechanisms, in Sections 40, 41, 36 and 37 of the General Terms and Conditions. Where quantities of gas to be transported hereunder are gathered through Transporter's gathering facilities, Shipper shall be charged an additional commodity amount obtained by multiplying the unit gathering rate set forth in the Service Agreement by the quantity of gas in dkt received each month by Transporter for Shipper's account at the point(s) of receipt into Transporter's gathering facilities.

FERC Docket: RP03-323-000

Seventh Revised Sheet No. 62 seventh Revised Sheet No. 62: Effective

Superseding: Sixth Revised Sheet No. 62

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

- TRANSPORTATION SERVICE CHARGES (Continued)
 - 3.4 Transition Cost Mechanism Charges: Shipper shall be assessed charges under this Rate Schedule in accordance with the Transition Cost Recovery Mechanisms in Section 39 of the General Terms and Conditions.
 - Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s), set forth on Sheet No. 16 of this Tariff or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "B" of the Service Agreement, the rate for gathering and/or transportation service shall be the maximum allowable rate under this Rate Schedule.
 - 3.6 Imbalance Charges: Pursuant to the terms of Subsection 15.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 15.5 and the applicable index price as defined in Subsection 15.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Eleventh Revised Sheet No. 63 Eleventh Revised Sheet No. 63: Effective

Superseding: Tenth Revised Sheet No. 63

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

- TRANSPORTATION SERVICE CHARGES (Continued)
 - 3.7 Nomination Variance Penalties: Pursuant to the terms of Subsection 15.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 15.14 of the General Terms and Conditions.
- 4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

5. RESERVATION CHARGE ADJUSTMENT

If Transporter, on any day, fails to accept from Shipper the quantity of gas tendered by Shipper for transportation, up to Shipper's Maximum Daily Receipt Quantity (MDRQ), the reservation charge for the month in which such day occurs will be reduced by an amount equal to the volume of gas tendered that Transporter failed to accept on such day, up to Shipper's MDRQ, multiplied by a unit amount per equivalent dkt obtained by dividing the applicable MDDQ reservation charge by the number of days in such month. Such unit amount shall be rounded to the nearest tenth of a cent. Such amount shall be credited against transportation charges for the next succeeding month.

Transporter shall not be required to adjust the reservation charge if failure to accept gas from Shipper is due to Shipper's failure to perform in accordance with the terms of this Tariff and/or the Service Agreement.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Eighth Revised Sheet No. 63A Eighth Revised Sheet No. 63A: Effective

Superseding: Seventh Revised Sheet No. 63A

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

6. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's MDDQ or ADQ as specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions. The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt, as applicable,

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Sixth Revised Sheet No. 63A Sixth Revised Sheet No. 63A: Suspended

Superseding: Fifth Revised Sheet No. 63A

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's MDDQ or ADQ as specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions. The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt, as applicable,

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Seventh Revised Sheet No. 64 Seventh Revised Sheet No. 64: Effective

Superseding: Sixth Revised Sheet No. 64

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

7. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

- 8. CONDITIONS OF SERVICE
 - 8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
 - 8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
 - 8.3 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).
- 9. OTHER OPERATING PROVISIONS
 - 9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
 - 9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.
- 10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Fifth Revised Sheet No. 64 Fifth Revised Sheet No. 64: Suspended

Superseding: Fourth Revised Sheet No. 64

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

7. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

- 8. CONDITIONS OF SERVICE
 - 8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
 - 8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
 - 8.3 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).
- 9. OTHER OPERATING PROVISIONS
 - 9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
 - 9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.
- 10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Original Sheet No. 64A Original Sheet No. 64A: Effective

RATE SCHEDULE ST-1
SMALL CUSTOMER
FIRM TRANSPORTATION SERVICE (Continued)

11. CONTRACT PATH

- 11.1 For purposes of this Rate Schedule, unless otherwise agreed to in writing in the Service Agreement, the contract path applicable to transportation service hereunder is that path on the pipeline that has the shortest pipeline distance between the point at which the gas is received and the delivery point to which such gas is to be transported, which contract path shall be specified in the Service Agreement. Within this path, the direction of flow of the gas for contractual purposes shall be from the receipt point to the delivery point.
- 11.2 Where Shipper separately contracts with Transporter for firm or interruptible storage service and desires to utilize firm transportation service under this Rate Schedule to deliver gas to Transporter's storage facilities for injection into storage

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Ninth Revised Sheet No. 65 Ninth Revised Sheet No. 65: Effective

Superseding: Eighth Revised Sheet No. 65

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

11. CONTRACT PATH

and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, firm transportation capacity will be reserved along a contract path between the receipt and delivery points, with aggregate storage considered a stop-in-time. In such circumstances, storage will be considered an intermediate receipt or delivery point(s), as applicable, and the transportation commodity charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas transported from storage after withdrawal. The transportation fuel reimbursement percentage and electric power reimbursement rate will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

12. NOTICES

12.1 Any invoices, notices and statements provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the applicable address:

Payments: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Seventh Revised Sheet No. 65 Seventh Revised Sheet No. 65: Suspended

Superseding: Sixth Revised Sheet No. 65

RATE SCHEDULE ST-1 SMALL CUSTOMER

FIRM TRANSPORTATION SERVICE (Continued)

11. CONTRACT PATH

and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, firm transportation capacity will be reserved along a contract path between the receipt and delivery points, with aggregate storage considered a stop-in-time. In such circumstances, storage will be considered an intermediate receipt or delivery point(s), as applicable, and the transportation commodity charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas transported from storage after withdrawal. The transportation fuel reimbursement percentage and electric power reimbursement rate will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

12. NOTICES

12.1 Any invoices, notices and statements provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the applicable address:

Payments: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 66-74 Original Sheet Nos. 66-74: Effective

SHEET NOS. 66-74 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

Second Revised Sheet No. 75 Second Revised Sheet No. 75 : Effective Superseding: Sheet Nos. 75 Through 81

Notice is hereby given that effective July 10, 2004 Rate Schedule STN-1, Sheet Nos. 75-81 of the FERC Gas Tariff, Second Revised Volume No. 1, of Williston Basin Interstate Pipeline Company is to be cancelled.

The following tariff sheets have been superseded:

First Revised Sheet No. 74 Third Revised Sheet No. 76 Original Sheet No. 77 First Revised Sheet No. 78 Original Sheet No. 78A First Revised Sheet No. 79 First Revised Sheet No. 80 Third Revised Sheet No. 81

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-000

Third Revised Sheet No. 76 Third Revised Sheet No. 76: Effective

Superseding: Second Revised Sheet No. 76
RATE SCHEDULE STN-1

ATE SCHEDULE STN-SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service hereunder will be available for firm delivery of the quantity of gas needed at a specific delivery point above or below the daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule ST-1 up to the Maximum Daily Delivery Quantity (MDDQ) specified for that delivery point in Exhibit A to the Service Agreement under this Rate Schedule STN-1, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff). Provided, however, that Transporter shall not be required to execute a Service Agreement under this Rate Schedule for an MDDQ that exceeds Shipper's MDDQ under the corresponding Rate Schedule ST-1 Service Agreement.
- 2.2 It is recognized that the availability of gas supply is critical to the service to be provided hereunder. Therefore, to obtain service hereunder, Shipper must also contract for firm contract storage service under Rate Schedule FS-1 specifying a Maximum Storage Deliverability Quantity (MSDQ) such that the ratio of Shipper's Rate Schedule FS-1 MSDQ to Shipper's Rate Schedule STN-1 MDDQ is at least equivalent to the ratio of the total Rate Schedule FS-1 MSDQ available when Transporter's Tariff became effective to the total sales service MDQ used to initially allocate such total Rate Schedule FS-1 MSDQ in accordance with Subsection 1.4 of Rate Schedule FS-1.
- 2.3 For no-notice service above the daily nominated and scheduled quantity of firm transportation service.
 - 2.3.1 To the extent that the MDDQ specified for service under Rate Schedule STN-1 exceeds Shipper's Rate Schedule FS-1 MSDQ, Shipper shall be required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount of the difference between Shipper's Rate Schedule STN-1 MDDQ and Shipper's Rate Schedule FS-1 MSDQ. The supply contract(s) must specify a receipt point(s) on

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 77 Original Sheet No. 77: Effective

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

Transporter's system within Shipper's existing contract path specified in the Rate Schedule ST-1 Service Agreement.

- 2.3.1.1 The Service Agreement shall specify such supply contract(s), the applicable receipt point(s) and the person(s) or entity(ies) which Transporter should contact to cause any or all of the additional supply contracted for by Shipper to be delivered into Transporter's system at any time. The Service Agreement shall also contain designated priorities of the supply contracts and the order in which Transporter should contact the person(s) or entity(ies) should it become necessary for Transporter to require that additional gas supplies be delivered into its system to ensure the provision of the no-notice service contracted for. Such prioritization shall separately show the priority and order of supply contracts on a line section by line section basis on Transporter's system.
- 2.3.2 Notwithstanding the prioritization schedule provided by Shipper pursuant to Subsection 2.3.1.1, when necessary to protect the operational integrity of its pipeline system, Transporter reserves the right, in its reasonable discretion, to choose the most appropriate of the designated supply sources from which to request the receipt of additional natural gas.
- 2.3.3 After contacting the designated person(s) or entity(ies) and requesting additional gas deliveries, Transporter must be able to verify, within one hour, that the flow of the additional gas supplies has commenced.
- 2.3.4 Service hereunder will not be provided to the extent that Shipper does not have the requisite amount of natural gas in Transporter's aggregate storage facilities or if the additional natural gas supplies are determined not to be flowing onto

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 13-010

First Revised Sheet No. 78 First Revised Sheet No. 78: Effective

Superseding: Original Sheet No. 78

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

Transporter's system within one hour of notification. Under such circumstances all related Rate Schedule STN-1 deliveries will cease.

- 2.3.5 Service under this Rate Schedule will be provided by first utilizing Shipper's unused Rate Schedule FS-1 MSDQ and then by utilizing the designated additional gas supplies described above.
- 2.3.6 Within the limitations described in Subsections 2.3.1 through 2.3.5 above, the actual level of service available at any delivery point under this Subsection 2.3 on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSDQ, as adjusted pursuant to the CAP, designated to serve the particular delivery point plus the amount of additional verified gas supply which is received onto Transporter's system, pursuant to the direction of Transporter, and designated to the particular delivery point, or the difference between nominated and scheduled firm deliveries to the primary delivery point under Rate Schedule ST-1 and Shipper's Rate Schedule ST-1 MDDQ, as adjusted pursuant to the CAP, for the particular delivery point.
- 2.4 For no-notice service below the daily nominated and scheduled quantity of firm transportation service.
 - 2.4.1 The actual level of service available at any delivery point under this Rate Schedule on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, or the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule ST-1 and the Rate Schedule ST-1 service actually taken by the Shipper. In the event service hereunder occurs during the November 1 March 31

Effective Date: 02/01/1994 Status: Effective

FERC Docket: RS92- 13-010

Original Sheet No. 78A Original Sheet No. 78A: Effective

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

withdrawal season, injections to storage as a result of Rate Schedule STN-1 service shall be allowed on a reasonable-efforts basis. Such reasonable efforts injections shall have a higher priority than all interruptible storage gas for scheduling and interruption purposes.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

First Revised Sheet No. 79 First Revised Sheet No. 79: Effective

Superseding: Original Sheet No. 79

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet No. 17 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Sheet No. 17 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term. Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "D" of the Service Agreement, the rate for transportation service shall be the maximum allowable rate under this Rate Schedule.
- 3.4 In addition to the rates applicable hereunder, Shipper shall be responsible for the appropriate Rate Schedule FS-1 Injection/Withdrawal charge(s), as well as all Rate Schedule ST-1 transportation charges associated with the gas utilized to provide the actual level of nonotice service provided hereunder as detailed in Sections 2.3 and 2.4 hereof.
- 4. MINIMUM MONTHLY BILL

None.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

First Revised Sheet No. 80 First Revised Sheet No. 80 : Effective

Superseding: Original Sheet No. 80

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

5. CONDITIONS OF SERVICE

- 5.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
- 5.2 A potential Shipper is required to have contracted for storage service pursuant to Rate Schedule FS-1 of this Tariff and, if applicable, contract for additional gas supply to qualify for the service described herein.
- 5.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
- 5.4 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter from the additional supplies, if any, designated by Shipper in accordance with Subsection 2.3.1 of this Rate Schedule.
- 6. OTHER OPERATING PROVISIONS
 - 6.1 Transporter may request planning information as needed from time to time and Shipper shall comply with all reasonable requests.
- 7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the executed Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 07/04/2001 Status: Effective

FERC Docket: RP01-446-000

Third Revised Sheet No. 81 Third Revised Sheet No. 81: Effective

Superseding: Second Revised Sheet No. 81

RATE SCHEDULE STN-1 SMALL CUSTOMER

NO-NOTICE FIRM TRANSPORTATION SERVICE (Continued)

NOTICES

Any invoices, notices and statements provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the applicable address:

Payments: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

P.O. Box 5601 Mail:

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

P.O. Box 5601 Mail:

Bismarck, North Dakota 58506-5601 1250 West Century Avenue

Delivery:

Bismarck, North Dakota 58503

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 82-89 Sheet Nos. 82-89 : Effective

SHEET NOS. 82-89

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 90 Original Sheet No. 90 : Effective

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

AVATLABITITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the transportation of natural gas by Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, when Shipper desires Interruptible Transportation Service, and:

- 1.1 Transporter can render service with its existing transmission system without need for construction of any additional pipeline facilities other than such new taps, valves, measurement equipment, and other facilities which may be required at the point(s) of receipt or delivery to effect receipt or delivery of the gas;
- 1.2 Shipper has met the conditions of service specified in Section 7 hereof:
- 1.3 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and
- 1.4 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to all interruptible transportation service performed by Transporter pursuant to Service Agreements executed in accordance with Rate Schedule IT-1 to Transporter's canceled FERC Gas Tariff, Original Volume No. 1-B, as such Service Agreements existed on the date this FERC Gas Tariff, Second Revised Volume No. 1, originally became effective.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder is interruptible, and subject to interruption at any time. Transportation service under this Rate Schedule will be performed when Transporter has capacity available to provide such transportation without detriment or disadvantage to Transporter's firm Shippers. Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP04-377-000

Tenth Revised Sheet No. 91 Tenth Revised Sheet No. 91 : Effective

Superseding: Ninth Revised Sheet No. 91

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

TRANSPORTATION SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet Nos. 18 and 18A of Transporter's Tariff as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Transition Cost Recovery Mechanisms, the Federal Energy Regulatory Commission Annual Charge Adjustment Provision, and the Take-or-Pay Buyout and Buydown Cost Recovery Mechanisms in Sections 39, 41, 36 and 37 of the General Terms and Conditions. Where quantities of gas to be transported hereunder are gathered through Transporter's gathering system, Shipper shall be charged an additional commodity amount obtained by multiplying the unit gathering rate set forth in the Service Agreement by the quantity of gas in dkt received each month by Transporter for Shipper's account at the point(s) of receipt into Transporter's gathering facilities.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on Sheet Nos. 18 and 18A of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable

Effective Date: 10/01/1998 Status: Effective

FERC Docket: RP98-387-000

Original Sheet No. 91A Original Sheet No. 91A: Effective

RATE SCHEDULE IT-1 INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES (Continued)

price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate for gathering and/or transportation service shall be the maximum allowable rate under this Rate Schedule.

3.4 Imbalance Charges: Pursuant to the terms of Subsection 15.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Eighth Revised Sheet No. 92 Eighth Revised Sheet No. 92: Suspended

Superseding: Seventh Revised Sheet No. 92

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES (Continued)

applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 15.5 and the applicable index price as defined in Subsection 15.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.

- 3.5 Nomination Variance Penalties: Pursuant to the terms of Subsection 15.15 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 15.15 of the General Terms and Conditions.
- 4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's applicable Interruptible Delivery Quantities. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

6. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Eleventh Revised Sheet No. 92 Eleventh Revised Sheet No. 92: Effective

Superseding: Tenth Revised Sheet No. 92

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

3. TRANSPORTATION SERVICE CHARGES (Continued)

applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 15.5 and the applicable index price as defined in Subsection 15.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.

- 3.5 Nomination Variance Penalties: Pursuant to the terms of Subsection 15.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 15.14 of the General Terms and Conditions.
- 4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's applicable Interruptible Delivery Quantities. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

6. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Sixth Revised Sheet No. 93 Sixth Revised Sheet No. 93: Effective

Superseding: Fifth Revised Sheet No. 93

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

6. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

7. CONDITIONS OF SERVICE

- 7.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
- 7.2 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).
- 7.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Fourth Revised Sheet No. 93 Fourth Revised Sheet No. 93: Suspended

Superseding: Third Revised Sheet No. 93

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

6. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's gathering and/or transmission facilities, as applicable.

- 7. CONDITIONS OF SERVICE
 - 7.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.
 - 7.2 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).
 - 7.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

First Revised Sheet No. 94 First Revised Sheet No. 94: Effective

Superseding: Original Sheet No. 94

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

8. OTHER OPERATING PROVISIONS

- 8.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- 8.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.
- 9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

10. TRANSPORTATION ASSOCIATED WITH STORAGE SERVICE

Where Shipper separately contracts with Transporter for firm or interruptible storage service and desires to utilize the interruptible transportation service under this Rate Schedule to deliver gas to Transporter's storage facilities for injection into storage and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, storage will be considered a stop-in-time and storage will be considered an intermediate receipt or delivery point(s), as applicable, and the transportation commodity charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Fourth Revised Sheet No. 95 Fourth Revised Sheet No. 95: Effective

Superseding: Third Revised Sheet No. 95

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

11. NOTICES

11.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

11.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 96-104 Sheet Nos. 96-104: Effective

SHEET NOS. 96-104

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

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

RATE SCHEDULE FS-1 FIRM STORAGE SERVICE

AVATTABITATY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the storage of natural gas in the aggregate storage facilities of Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Part 284 of the FERC Regulations when:

- 1.1 Shipper desires storage service on a firm basis to store natural gas in Transporter's aggregate storage facilities for later transportation to an ultimate delivery point, and Transporter has determined that it has or will have available capability in its storage facilities to provide the service, without additions, enlargement, or modification of its storage facilities. Provided, however, that nothing herein shall be deemed to preclude or limit Transporter from making such addition, enlargement or modification if deemed desirable by Transporter and upon obtaining any requisite government authorizations therefore;
- 1.2 Shipper has met the conditions of service specified in Section 8 hereof:
- 1.3 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule; and
- 1.4 Storage service hereunder will be offered first to Shippers who received sales service from Transporter under Rate Schedule G-1 or SGS-1 to its canceled FERC Gas Tariff, First Revised Volume No. 1, on May 18, 1992. Should such Shipper(s) request more Firm Storage Service than available, service under this Rate Schedule will be offered on a pro rata basis based on the level of each such Shipper's sales Maximum Daily Quantity (MDQ) as of May 18, 1992 to the total of such sales MDQ's for all such eligible Shippers desiring firm storage service. Any firm storage capability under Rate Schedule FS-1 that remains after the eligible Shippers have executed Service Agreements for service hereunder or that later becomes available will be offered on an open access, economic basis as further described in Section 10 of the General Terms and Conditions.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-000

Third Revised Sheet No. 106 : Effective

Superseding: Second Revised Sheet No. 106

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Storage service hereunder, up to the Maximum Storage Deliverability Quantity (MSDQ) and the Maximum Storage Injection Quantity (MSDQ) specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff), and up to the Maximum Storage Capacity Quantity (MSCQ), as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, shall be considered firm, and is not subject to curtailment or interruption at any time, except as provided in the General Terms and Conditions.
- 2.2 Storage service hereunder shall consist of the acceptance by Transporter of gas for injection into storage, the retention of such gas in storage, and the withdrawal of such gas from storage for transportation, all in accordance with the provisions set forth in the Service Agreement.
- 2.3 Gas is to be injected into storage on a firm basis during the injection season commencing on April 1 and continuing through October 31 of the same year. Gas is to be withdrawn from storage on a firm basis during the withdrawal season beginning on November 1 and continuing through the following March 31. Storage injections shall be allowed during the withdrawal season and withdrawals shall be allowed during the injection season on a reasonable-efforts basis. Such reasonable-efforts injections and/or withdrawals shall have a higher priority than all interruptible storage gas for scheduling and interruption purposes.
- 2.4 Provided Shipper has the requisite gas in storage, the MSDQ for which Shipper has contracted, as adjusted pursuant to the CAP, will be available for any one hundred days during the withdrawal season. Shipper shall be required to inject its MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, set forth in the Service Agreement into storage by November 1. In the event that Shipper fails to inject such MSCQ by November 1, the above-referenced one hundred days of service will be reduced accordingly.

Effective Date: 03/16/2000 Status: Effective

FERC Docket: RP00-180-000

First Revised Sheet No. 106A First Revised Sheet No. 106A: Effective

Superseding: Original Sheet No. 106A

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.5 Any Shipper contracting for service under this Rate Schedule shall be required to cycle annually at least eighty percent of its Firm Cycle Quantity (FCQ), as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, set forth in the Service Agreement. Shipper(s) not cycling at least eighty percent shall be required to pay withdrawal and injection charges, exclusive of the storage fuel use, lost and unaccounted for gas charge, under this Rate Schedule for that portion of the eighty percent of such FCQ not cycled.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 107 Fourth Revised Sheet No. 107: Effective

Superseding: Third Revised Sheet No. 107

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.6 Any of Shipper's gas remaining in storage after Shipper's FCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, has been withdrawn may be withdrawn from storage on a reasonable-efforts basis. Such withdrawals shall have a higher priority than all interruptible storage withdrawals for scheduling and interruption purposes.
- Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter upon twenty-four (24) hours notice to Transporter without the incurrence of withdrawal or injection fees solely as a result of the sale, assignment or transfer. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation. In the event the original Shipper having an executed Interruptible Storage Service Agreement under Rate Schedule IS-1 sells, assigns, or otherwise transfers gas held in storage to such acquiring Shipper having an executed Firm Storage Service Agreement under Rate Schedule FS-1, the original Shipper shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth on Sheet Nos. 19 and 20 of Transporter's Tariff.

3. STORAGE SERVICE CHARGES

Distinct rates shall be charged for the reservation of both capacity and deliverability and for the injection of gas into storage and withdrawal of gas from storage for Shipper's account under this Rate Schedule.

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet No. 19 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Pursuant to a Service Agreement hereunder, Shipper shall pay Transporter each month the sum of the following charges, as applicable:

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 108 Fourth Revised Sheet No. 108: Effective

Superseding: Third Revised Sheet No. 108

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

3. STORAGE SERVICE CHARGES (Continued)

- 3.2.1 Injection/Withdrawal Charge: Shipper shall be charged an amount obtained by multiplying the unit injection charge and/or the unit withdrawal charge set forth in the Service Agreement by the quantity of gas in dkt injected into and/or withdrawn from storage during the month.
- 3.2.2 Capacity Reservation Charge: Shipper shall, each month, be assessed a capacity reservation charge consisting of Shipper's MSCQ in equivalent dkt multiplied by the applicable rate set forth in the Service Agreement. Shipper shall be responsible for paying the capacity reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.
- 3.2.3 Deliverability Reservation Charge: Shipper shall, each month, be assessed a deliverability reservation charge consisting of Shipper's MSDQ in equivalent dkt multiplied by the applicable rate set forth in the Service Agreement. Shipper shall be responsible for paying the deliverability reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on Sheet No. 19 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "A" of the Service Agreement, the rate(s) for service hereunder shall be the maximum allowable rate(s) under this Rate Schedule.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the sum of the capacity reservation and deliverability reservation charges.

Effective Date: 04/01/1995 Status: Effective

FERC Docket: RP95-193-001

Substitute Third Revised Sheet No. 109 Substitute Third Revised Sheet No. 109: Effective

Superseding: Substitute Second Revised Sheet No. 109
RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

5. RESERVATION CHARGE ADJUSTMENT

If Transporter, on any day, fails to withdraw the full amount of Shipper's nominated withdrawal quantity, up to the portion of Shipper's MSDQ available, the deliverability reservation charge for the month in which such day occurs will be reduced, except as described in Subsection 5.1 hereof, by an amount equal to the quantity of gas Transporter failed to withdraw on such day, up to the portion of Shipper's MSDQ available, multiplied by a unit amount per equivalent dkt obtained by dividing the applicable MSDQ reservation charge by the number of days in such month. Such unit amount shall be rounded to the nearest tenth of a cent. Such amount shall be credited against storage service charges for the next succeeding month.

5.1 Transporter shall not be required to adjust the deliverability reservation charge if failure to withdraw Shipper's nominated withdrawal quantity is due to Shipper's failure to perform in accordance with the terms of this Tariff and/or the Service Agreement.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Sixth Revised Sheet No. 109A Sixth Revised Sheet No. 109A: Effective

Superseding: Fifth Revised Sheet No. 109A

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

6. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdrawal for Shipper's account, on any day, quantities of gas in excess of the MSIQ and/or MSDQ shown in Exhibit A to Shipper's Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions. The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Fourth Revised Sheet No. 109A Fourth Revised Sheet No. 109A: Suspended

Superseding: Third Revised Sheet No. 109A

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

6. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdrawal for Shipper's account, on any day, quantities of gas in excess of the MSIQ and/or MSDQ shown in Exhibit A to Shipper's Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions. The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

First Revised Sheet No. 110 First Revised Sheet No. 110: Effective

Superseding: Original Sheet No. 110

RATE SCHEDULE FS-1 FIRM STORAGE SERVICE (Continued)

8. CONDITIONS OF SERVICE

- 8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for storage service pursuant to the provisions of Section 7 of the General Terms and Conditions.
- 8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
- 8.3 In the event gas tendered by Shipper to Transporter for injection into storage, or the gas withdrawn from storage under this Rate Schedule, is commingled with other gas, the quantity injected shall be set equivalent to the gas received into Transporter's system and the gas withdrawn shall be set equivalent to the nominated and scheduled quantities.

OTHER OPERATING PROVISIONS

- 9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to have injected, withdrawn or stored hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- 9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

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

Superseding: Third Revised Sheet No. 111

RATE SCHEDULE FS-1

FIRM STORAGE SERVICE (Continued)

11. NOTICES

11.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

11.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-410-000

Sheet Nos. 112-119 Sheet Nos. 112-119: Effective

SHEET NOS. 112-119 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Third Revised Sheet No. 120 Third Revised Sheet No. 120: Effective

Superseding: Second Revised Sheet No. 120

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the storage of natural gas in the aggregate storage facilities of Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") pursuant to Part 284 of the FERC Regulations when:

- 1.1 Shipper desires storage service on an interruptible basis to store natural gas in Transporter's aggregate storage facilities for later transportation to an ultimate delivery point, and Transporter has determined that adequate capacity exists in its storage facilities to provide the service without detriment to firm storage service commitments, and without additions, enlargement, or modification of its storage facilities. Provided, however, that nothing herein shall be deemed to preclude or limit Transporter from making such addition, enlargement or modification if deemed desirable by Transporter and upon obtaining any requisite government authorizations therefore;
- 1.2 Shipper has met the conditions of service specified in Section 7 hereof; and,
- 1.3 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Storage service hereunder is interruptible, and subject to interruption at any time. Storage service under this Rate Schedule will be performed when Transporter has the capability available to provide such storage service without detriment or disadvantage to Transporter's firm storage services.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Second Revised Sheet No. 121 second Revised Sheet No. 121 : Effective

Superseding: First Revised Sheet No. 121

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.2 Storage service hereunder shall consist of the acceptance by Transporter of gas for injection into storage, the retention of such gas in storage, and the withdrawal of such gas from storage for transportation, all in accordance with the provisions set forth in the Service Agreement.
- 2.3 The maximum quantity of gas to be stored, and the maximum daily injection and withdrawal quantities of gas shall be set forth in the Service Agreement hereunder.
- Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter upon twenty-four (24) hours notice to Transporter without the incurrence of withdrawal or injection fees solely as a result of the sale, assignment or transfer. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation. In the event the original Shipper having an executed Interruptible Storage Service Agreement under Rate Schedule IS-1 sells, assigns, or otherwise transfers gas held in storage to such acquiring Shipper having an executed Firm Storage Service Agreement under Rate Schedule FS-1, the original Shipper shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth on Sheet Nos. 19 and 20 of Transporter's Tariff.
- 2.5 Transporter reserves the right to order the withdrawal of all or any portion of Shipper's storage gas at any time. If, in Transporter's reasonable discretion, such withdrawal is necessary, Transporter shall give Shipper at least ten days notice of the need to commence withdrawals, specifying the intended withdrawal schedule. Transporter and Shipper shall consult in order to insure that all relevant factors are considered in implementing such withdrawals. When withdrawals are ordered, they shall be applied on a pro rata basis to all Shippers hereunder to the extent that operating or other relevant conditions permit or require.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

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

Superseding: Third Revised Sheet No. 122

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

3. STORAGE SERVICE CHARGES

Distinct rates shall be charged for injection of gas into storage, retention of gas in storage, and withdrawal of gas from storage for Shipper's account under this Rate Schedule.

- 3.1 Applicable Rates: The applicable rates for service hereunder are set forth on Sheet No. 20 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 For all storage service hereunder, Shipper shall pay Transporter each month the sum of the following charges, as applicable:
 - 3.2.1 Injection/Withdrawal Charge: Shipper shall be charged an amount obtained by multiplying the unit injection charge and/or the unit withdrawal charge set forth in the Service Agreement by the quantity of gas in dkt injected into and/or withdrawn from storage during the month.
 - 3.2.2 Capacity Charge: Shipper shall, each month, be assessed a capacity charge consisting of the product of Shipper's average balance of gas held in storage during the month and the applicable rate set forth in the Service Agreement.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Ninth Revised Sheet No. 123 Ninth Revised Sheet No. 123: Effective

Superseding: Eighth Revised Sheet No. 123

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

3. STORAGE SERVICE CHARGES (Continued)

applicable minimum rate(s) set forth on Sheet No. 20 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate(s) for service hereunder shall be the maximum allowable rate(s) under this Rate Schedule.

4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdraw for Shipper's account, on any day, quantities of gas in excess of Shipper's Interruptible Injection and/or Withdrawal Quantities. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Sixth Revised Sheet No. 123 Sixth Revised Sheet No. 123: Suspended

Superseding: Substitute Fifth Revised Sheet No. 123 RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

3. STORAGE SERVICE CHARGES (Continued)

applicable minimum rate(s) set forth on Sheet No. 20 of this Tariff, or any superseding tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate(s) for service hereunder shall be the maximum allowable rate(s) under this Rate Schedule.

4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdraw for Shipper's account, on any day, quantities of gas in excess of Shipper's Interruptible Injection and/or Withdrawal Quantities. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

6. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 38 of the General Terms and Conditions.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fourth Revised Sheet No. 123A Fourth Revised Sheet No. 123A: Effective Superseding: Third Revised Sheet No. 123A

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

6. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Second Revised Sheet No. 123A Second Revised Sheet No. 123A: Suspended Superseding: First Revised Sheet No. 123A

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

6. FUEL AND ELECTRIC POWER REIMBURSEMENT (Continued)

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

First Revised Sheet No. 124 First Revised Sheet No. 124: Effective

Superseding: Original Sheet No. 124

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

7. CONDITIONS OF SERVICE

- 7.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for storage service pursuant to the provisions of Section 7 of the General Terms and Conditions.
- 7.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.
- 7.3 In the event gas tendered by Shipper to Transporter for injection into storage, or the gas withdrawn from storage under this Rate Schedule, is commingled with other gas, the quantity injected shall be set equivalent to the gas received into Transporter's system and the gas withdrawn shall be set equivalent to the nominated and scheduled quantities.

8. OTHER OPERATING PROVISIONS

- 8.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to have injected, withdrawn or stored hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- 8.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Fourth Revised Sheet No. 125 Fourth Revised Sheet No. 125: Effective

Superseding: Third Revised Sheet No. 125

RATE SCHEDULE IS-1

INTERRUPTIBLE STORAGE SERVICE (Continued)

10. NOTICES

10.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

10.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 126-134 Sheet Nos. 126-134: Effective

SHEET NOS. 126-134

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 07/29/1996 Status: Effective

FERC Docket: CP96-169-001

First Revised Sheet No. 135 First Revised Sheet No. 135 : Effective Superseding: Sheet Nos. 135-137

NOTICE OF CANCELLATION RATE SCHEDULE S-2 STORAGE SERVICE FOR SUPPLIERS

The following tariff sheets have been superseded:

Original Sheet No. 135 Original Sheet No. 136 Original Sheet No. 137

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 136 Original Sheet No. 136: Effective

RATE SCHEDULE S-2 STORAGE SERVICE FOR SUPPLIERS (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

and deliver Shipper's gas as provided in such Exhibit. Transporter shall deliver back to Shipper, or to another for Shipper's account, the quantities of gas received by Transporter under this Rate Schedule, reduced by a percentage that represents the gas actually used and lost (Company Use and Lost and Unaccounted For gas) in the operation and maintenance of Transporter's system. Shipper shall not charge Transporter for the use of such gas. Such percentage shall be determined in accordance with Section 38 of the General Terms and Conditions and shall be specified by Transporter on currently effective Sheet No. 21 of this Second Revised Volume No. 1.

- 2.4 Subject to waiver by Transporter in its sole discretion, transportation service under Subsection 2.1.2 of this Rate Schedule shall be subject to the following restrictions:
 - 2.4.1 Transporter shall not be required to deliver for Shipper's account on any day a total quantity of gas greater than twice Transporter's average daily receipt of gas for Shipper's account;
 - 2.4.2 No single transportation arrangement hereunder shall extend for longer than two years; provided, however, that such transportation arrangements may be extended for one additional period of up to two years upon written notification to Transporter given no later than 60 days prior to expiration of the initial two year term.
- 2.5 Transporter shall not commence the transportation of gas under Subsection 2.1.2 of this Rate Schedule unless and until Shipper has secured from the Federal Energy Regulatory Commission all necessary authorizations under Sections 7(b) and 7(c) of the Natural Gas Act.
- 2.6 All service provided under this Rate Schedule shall be subject to the availability of capacity sufficient to provide the service without detriment or disadvantage to Transporter's customers having a higher priority. Transporter shall not be obligated to add storage injection and/or withdrawal capacity, reservoir capacity, pipeline capacity, or gas receipt/delivery capacity so as to provide service under this Rate Schedule; provided, however, that nothing herein shall preclude or limit

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 137 Original Sheet No. 137: Effective

RATE SCHEDULE S-2 STORAGE SERVICE FOR SUPPLIERS (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

Transporter's right to do so or, if needed, seek authorization to do so, if Transporter, in its sole discretion, deems such capacity addition(s) to be appropriate.

- 2.7 If, on any day, gas is received for storage under this Rate Schedule for the account of more than one Shipper, all such service shall be accomplished on a pro rata basis, to the extent practicable.
- 2.8 If, on any day, Transporter is required to transport and deliver under Subsection 2.1.2 hereof, gas belonging to two or more Shippers, but is unable to deliver all of such gas due to operating conditions, then all delivery service hereunder shall be provided on a pro rata basis, to the extent practicable.

3. RATES

The currently effective rates for service under this Rate Schedule are the rates stated on Sheet No. 21 in Second Revised Volume No. 1 of this FERC Gas Tariff, as they may be revised from time to time; provided, however, that the rate for service under Subsection 2.1.2 of this Rate Schedule shall be adjusted each month to permit Transporter to recover from Shipper any third party costs, actually incurred by Transporter, for gathering, compressing, treating, and conditioning such gas.

4. ACCOUNTING

Quantities received by Transporter for storage for Shipper's account and subsequently purchased by Transporter, or redelivered by Transporter for Shipper's account, shall be accounted for on a First In - First Out (FIFO) basis. Quantities received for storage and quantities subsequently purchased and/or redelivered shall be thermally balanced.

5. MONTHLY MINIMUM BILL

None.

6. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions of Second Revised Volume No. 1 of this FERC Gas Tariff shall apply to this Rate Schedule.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 138-149 Original Sheet Nos. 138-149 : Effective

SHEET NOS. 138-149

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-253-000

First Revised Sheet No. 150 First Revised Sheet No. 150 : Effective

Superseding: Original Sheet No. 150

RATE SCHEDULE T-5

1. AVAILABILITY

This Rate Schedule is available to Shell Western E&P, Inc. (hereinafter referred to as "Shipper") in connection with a gas service contract(s) between Shipper and Williston Basin Interstate Pipeline Company ("Transporter") which appeared in Exhibit I to Transporter's certificate application in FERC Docket No. CP85-534-000, filed May 22, 1985, for the transportation of natural gas, pursuant to a Service Agreement, executed in accordance with Transporter's canceled FERC Gas Tariff, Original Volume No. 1-A, as such Service Agreement existed on the date this FERC Gas Tariff, Second Revised Volume No. 1, originally became effective.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service under this Rate Schedule applies to natural gas which Shipper has reserved for its own use, for any purpose whatsoever, in a gas service contract with Transporter. Transporter will receive, transport and redeliver such reserved gas to Shipper on a firm basis at the redelivery point(s) specified by Shipper in its Service Agreement with Transporter for service under this Rate Schedule.
- 2.2 Transporter shall not commence delivery of gas hereunder unless and until all necessary authorization under the Natural Gas Act has been secured from the FERC.
- 2.3 Transporter shall not be obliged to add pipeline capacity, or gas receipt/delivery capacity so as to provide service under this Rate Schedule; provided, however, that nothing herein shall preclude or limit Transporter's right to do so or, if needed, seek authorization to do so, if Transporter, in its sole discretion, deems such capacity addition(s) to be appropriate.

3. RATE

The currently effective rates for service under this Rate Schedule are the rates stated on Sheet No. 21 of this FERC Gas Tariff, Second Revised Volume No. 1, as they may be revised from time to time.

4. MINIMUM BILL

None.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 151 Original Sheet No. 151: Effective

RATE SCHEDULE T-5 (Continued)

5. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1, shall apply to this Rate Schedule except Sections 13 and 35. Where there is a conflict between the terms of the existing gas service contract(s) and the General Terms and Conditions, the terms of the contract(s) shall apply.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-000

Sheet Nos. 152-159 Sheet Nos. 152-159: Effective

SHEET NOS. 152-159

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-001

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

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE

AVATLABITITY

This Rate Schedule is available on and after July 1, 2001, on the basis described herein and is subject to all other terms and conditions of this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the short-term parking and/or lending of gas, to be provided by Williston Basin Interstate Pipeline Company (hereinafter referred to as "Transporter") for natural gas received from and/or loaned to Shipper for said purpose, pursuant to Subpart B or G of Part 284 of the FERC Regulations when Shipper desires Park and Loan Service (PAL) and:

- 1.1 Transporter can render service with its existing transmission system without need for construction of any additional pipeline facilities.
- 1.2 Service will be restricted to points on Transporter's existing transmission system where Transporter has executed an Interconnecting Pipeline Operational Balancing Agreement (OBA) with the interconnecting pipeline company (hereinafter referred to as the "PAL point(s)").
- 1.3 Transporter has determined that adequate capacity exists at the designated PAL point(s) to provide the service requested without detriment to existing firm and/or interruptible service commitments.
- 1.4 Shipper has met the conditions of service specified in Sections 5 and 7 hereof.
- 1.5 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule, along with executed Transportation and Storage Service Agreements.
- 1.6 Shipper desires short-term parking and/or lending service:
 - 1.6.1 to park natural gas at a designated PAL point(s) on Transporter's system for later delivery to Shipper of such parked gas to the same designated PAL point(s), or
 - 1.6.2 to borrow natural gas from Transporter at a designated PAL point(s) on Transporter's system for later return by Shipper to the same designated PAL point(s).

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-001

Substitute Original Sheet No. 161 : Superseded

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE (continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

Parking service shall refer to the short-term holding by Transporter of natural gas provided by Shipper; lending service shall refer to the short-term loaning by Transporter of natural gas to Shipper.

The duration of the service under this Rate Schedule shall be not less than (1) day and shall not continue beyond the end of a calendar month in which the service was initiated (hereinafter referred to as the "holding period").

- 2.1 Service hereunder is interruptible, and subject to interruption at any time. Service under this Rate Schedule will be performed when Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm and/or interruptible services pursuant to Section 9 of the General Terms and Conditions contained in Transporter's Tariff.
- 2.2 Service hereunder shall consist of:
 - 2.2.1 Parking Service The receipt by Transporter of a quantity of natural gas for parking for Shipper's account at a designated PAL point(s), the holding of such parked quantity by Transporter for the account of Shipper at the designated PAL point(s), and the subsequent delivery of such parked quantity to Shipper at the same PAL point(s).
 - 2.2.2 Loan Service The delivery by Transporter of a quantity of natural gas loaned for Shipper's account at a designated PAL point(s), and the Shipper's return of the loaned quantity to Transporter at the same PAL point(s) where Shipper received such loaned quantity.
- 2.3 Clearing Parked/Loaned Quantities:
 - 2.3.1 Transporter shall not deliver and/or receive at any PAL point(s) a quantity of gas in excess of the parked/loaned quantity of gas held for Shipper's account at such PAL point(s).
 - 2.3.2 Shipper shall be required to reduce to zero each parked and/or loaned quantity of gas at each PAL point(s) within the holding period applicable to such quantity of gas. Such holding period may be extended upon mutual agreement by both Shipper and Transporter.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP02-347-000

First Revised Sheet No. 162 First Revised Sheet No. 162: Effective

Superseding: Substitute Original Sheet No. 162
RATE SCHEDULE PAL-1

PARK AND LOAN SERVICE (continued)

2.3.3 Should Shipper fail to fully schedule a parked quantity from, and/or a loaned quantity to, the same PAL point(s) by the end of the holding period applicable to such quantity of gas:

- 2.3.3.1 Transporter shall transport, inject and store such quantity of parked gas in Transporter's aggregate storage facilities at the maximum rate under Shipper's executed Transportation and Storage Service Agreements as specified in Shipper's executed Service Agreement under this Rate Schedule, and/or
- 2.3.3.2 Such quantity of loaned gas shall be deemed as sold to Shipper at 150% of the index price as more fully described in Subsection 15.5.1 of the General Terms and Conditions of this Tariff.
- 2.4 Shipper shall be allowed to nominate a parked quantity from the initial PAL point to either another PAL point or to Transporter's aggregate storage facilities at the rate(s) agreed to by both Transporter and Shipper in accordance with existing scheduling procedures under Shipper's executed Transportation Service Agreement and/or Storage Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.
 - 2.4.1 Shipper shall be allowed to request that a parked quantity be moved from the initial PAL point to another PAL point under Shipper's executed Transportation Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.
 - 2.4.2 Shipper shall be allowed to request that a parked quantity be moved from the initial PAL point to Transporter's aggregate storage under Shipper's executed Transportation Service Agreement and executed Storage Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.
 - 2.4.3 Shipper shall be allowed to request transportation of gas from a receipt point on Transporter's system to clear a loaned quantity at a PAL point under Shipper's executed Transportation Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP02-347-000

Original Sheet No. 162A Original Sheet No. 162A: Effective

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE (continued)

2.5 Upon notification by Transporter, Shipper(s) shall be required to suspend and/or reduce quantities for parking and/or loaned gas quantities, and/or Shipper shall be required to remove parked quantities and/or return loaned quantities.

- 2.5.1 Transporter shall notify Shipper(s) via telephone, facsimile, electronic mail messaging or by posting on its Website.
- 2.5.2 Transporter's notification shall specify the timeframe to remove and/or return such gas quantities. Unless otherwise mutually agreed, the specified timeframe to remove or return such gas quantities shall be three (3) days from the time of Transporter's notification.

Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP04-377-000

Second Revised Sheet No. 163 second Revised Sheet No. 163 : Effective

Superseding: First Revised Sheet No. 163

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE (continued)

2.5.3 Should Shipper fail to comply with such notification, such applicable gas quantities shall be cleared pursuant to the provisions of Subsection 2.3.3 of this Rate Schedule.

- 2.6 Shipper shall be obligated for all applicable charges under this Rate Schedule and under the associated executed Transportation and/or Storage Service Agreements.
- 2.7 Transporter will extend the time available for Shipper to remove a parked quantity or return a loaned quantity by one (1) day for each day that Transporter is unable to deliver or receive a nominated gas quantity due to operational conditions on Transporter's system resulting in allocation and/or interruption that would prohibit delivery and/or receipt of such gas. During such time, Shipper shall not incur any penalty as to that portion of the nominated gas quantity that Transporter is unable to deliver or receive.

PAL SERVICE CHARGES

- 3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet No. 21 of Transporter's Tariff as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt parked and/or loaned each month by Transporter for Shipper's account at each PAL point(s). The commodity charges hereunder are not subject to adjustment pursuant to the Transition Cost Recovery Mechanisms, the Federal Energy Regulatory Commission Annual Charge Adjustment Provision, and the Take-or-Pay Buyout and Buydown Cost Recovery Mechanisms in Sections 39, 41, 36, and 37 of the General Terms and Conditions of this Tariff.
- 3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth on

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

Original Sheet No. 163A Original Sheet No. 163A: Effective

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE (continued)

Sheet No. 21 of this Tariff, or any superseding Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific parked and/or loaned quantity and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Third Revised Sheet No. 164 Third Revised Sheet No. 164: Effective

Superseding: Second Revised Sheet No. 164

RATE SCHEDULE PAL-1

PARK AND LOAN SERVICE (continued)

achieved; and/or (2) for a specifically defined period. A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate for service shall be the maximum allowable rate under this Rate Schedule.

- 3.4 Penalties: Pursuant to the terms of Subsection 2.3.3, Shipper shall be assessed applicable penalties for failure to return a loaned quantity in compliance with this Rate Schedule PAL-1. Such penalties shall be credited to applicable Shippers pursuant to the terms of Subsection 15.21.2 of the General Terms and Conditions of this Tariff.
- 4. MINIMUM MONTHLY BILL

None.

5. CONDITIONS OF SERVICE

- 5.1 To qualify for service pursuant to this Rate Schedule, Shipper shall make a request for PAL Service pursuant to the provisions of Section 7 of the General Terms and Conditions of this Tariff.
- 5.2 Shipper shall be required, in order to receive service under this Rate Schedule, to have in place both an executed Transportation Service Agreement and an executed Storage Service Agreement.
- 5.3 Shipper may be required periodically by Transporter to update the credit information originally provided in the Transportation/Storage Service Request Form.

6. OTHER OPERATING PROVISIONS

- 6.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to utilize hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.
- 6.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

First Revised Sheet No. 165 First Revised Sheet No. 165 : Effective

Superseding: Original Sheet No. 165

RATE SCHEDULE PAL-1

PARK AND LOAN SERVICE (continued)

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

NOTICES

8.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue Bismarck, North Dakota 58503

8.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 21 of the General Terms and Conditions.

Payments by Check: Williston Basin Interstate Pipeline Company

Attention: Transportation Accounting

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Wire: Address and Account No. identified on invoice

Effective Date: 05/01/2001 Status: Effective FERC Docket: RP01-314-001

Sheet Nos. 166 - 174 Sheet Nos. 166 - 174 : Effective

SHEET NOS. 166-174 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-410-001

Substitute Third Revised Sheet No. 175 Substitute Third Revised Sheet No. 175: Effective

Superseding: Second Revised Sheet No. 175

GENERAL TERMS AND CONDITIONS

1. DEFINITION OF TERMS

Except where the context expressly states otherwise, the following terms, when used in this FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), and any Rate Schedules and Service Agreements incorporating said Tariff, shall be construed to have the following meanings:

- 1.1 The term "Annual Delivery Quantity (ADQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver on an annual basis for Shipper.
- 1.2 The term "Annual Receipt Quantity (ARQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall receive for transportation on an annual basis for Shipper.
- 1.3 The term "Btu" means "British thermal unit". The standard Btu is the International Btu, which is also called the Btu(IT). The international Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials.
- 1.4 The term "business day" means any day, Monday through Friday, excluding federal banking holidays for transactions occurring in the United States and similar holidays for transactions occurring in Canada and Mexico.
- 1.5 The term "cubic foot" means the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 psia.
- 1.6 The term "day" means a period of twenty-four consecutive hours, beginning and ending at 9 a.m. Central Clock Time.
- 1.7 The term "dekatherm (dkt)" means the quantity of heat energy which is equivalent to 1,000,000 Btu's. One "dekatherm" of gas means the quantity of gas which contains one dekatherm of heat energy. The total dekatherms are calculated by multiplying the gas volume in Mcf by its total gross heating value, divided by 1,000. The standard quantity for nominations, confirmation, and scheduling is dekatherms per gas day in the United States.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP00-463-004

Fourth Revised Sheet No. 175A Fourth Revised Sheet No. 175A: Effective

Superseding: Third Revised Sheet No. 175A

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

- 1.8 The term "delivery quantities" means all quantities of gas which Transporter delivers for the account of Shipper at the point(s) of delivery.
- 1.9 The term "Interactive Website (Website)" means a computerized Internet Website service (computer system and software) allowing simultaneous access by multiple remote users via the Internet for the purposes of "posting" information for others to view, viewing information posted by others, conducting electronic mail messaging, executing other programs available on the Website and down-loading files available on the service.
- 1.10 The term "electronic communication mechanism" means any or all of Transporter's Website, EDI, or File Transfer service(s).
- 1.11 The term "Electronic Data Interchange (EDI)" means the computer-to-computer exchange of business information through standardized document formats. Any party wishing to use Transporter's EDI service will be required to enter into a Trading Partner Agreement (TPA) with Transporter.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Fifth Revised Sheet No. 176 : Suspended Superseding: Substitute Fourth Revised Sheet No. 176 :

GENERAL TERMS AND CONDITIONS (Continued)

- DEFINITION OF TERMS (Continued)
 - 1.12 The term "equivalent dkt" as used in this Tariff shall mean the relevant capacity in Mcf converted to dkt using an assumed thermal content of 1,000 BTU's per cubic foot.
 - 1.13 $\,$ The term "FERC" means the Federal Energy Regulatory Commission or successor agency.
 - 1.14 The term "Firm Cycle Quantity (FCQ)" means the maximum amount of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall inject into and withdraw from storage on a firm basis for Shipper during the injection and withdrawal seasons, respectively.
 - 1.15 The term "fuel reimbursement" consists of an allowance for the following:
 - 1.15.1 "Fuel Use" means the volume(s) of gas the Company uses including, but not limited to, fuel used at compressor stations in rendering the services hereunder.
 - 1.15.2 "Lost and Unaccounted for Gas" means the volume(s) of gas to compensate for lost or otherwise unaccounted-for gas on Transporter's system.
 - 1.15.3 "Electric Power Use" means the cost of electricity the Company uses including, but not limited to, electricity used at compressor stations in rendering the services hereunder.
 - 1.16 The term "gathering service" means the acceptance by Transporter of gas tendered by Shipper to Transporter at the point(s) of receipt into Transporter's gathering facilities and the gathering of that gas directly through Transporter's gathering facilities.

Effective Date: 06/01/2009 Status: Effective

FERC Docket: RP09-568-000

Eighth Revised Sheet No. 176 Eighth Revised Sheet No. 176

Superseding: Seventh Revised Sheet No. 176

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

- 1.12 The term "equivalent dkt" as used in this Tariff shall mean the relevant capacity in Mcf converted to dkt using an assumed thermal content of $1,000\ BTU's$ per cubic foot.
- 1.13 $\,$ The term "FERC" means the Federal Energy Regulatory Commission or successor agency.
- 1.14 The term "Firm Cycle Quantity (FCQ)" means the maximum amount of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall inject into and withdraw from storage on a firm basis for Shipper during the injection and withdrawal seasons, respectively.
- 1.15 The term "fuel reimbursement" consists of an allowance for the following:
 - 1.15.1 "Fuel Use" means the volume(s) of gas the Company uses including, but not limited to, fuel used at compressor stations in rendering the services hereunder.
 - 1.15.2 "Lost-and-Unaccounted-for Gas" means the volume(s) of gas to compensate for lost or otherwise unaccounted-for gas on Transporter's system.
 - 1.15.3 "Electric Power Use" means the cost of electricity the Company uses including, but not limited to, electricity used at compressor stations in rendering the services hereunder.
- 1.16 The term "gathering service" means the acceptance by Transporter of gas tendered by Gathering Shipper to Transporter at the point(s) of receipt into Transporter's gathering facilities and the gathering of that gas directly through Transporter's gathering facilities.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-410-002

Sub Second Revised Sheet No. 176A Sub Second Revised Sheet No. 176A: Effective

Superseding: First Revised Sheet No. 176A

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

- The term "gigacalorie" means 1 billion calories and the term "gigajoule" means 1 billion joules. The standard quantity for nominations, confirmation and scheduling is gigacalories per gas day in Mexico and gigajoules per gas day in Canada. One calorie is the amount of heat required to raise the temperature of one kilogram of water one degree Celsius. The joule is the "Systeme International" unit of work or energy. One joule is the amount of work done when an applied force of 1 newton moves through a distance of 1 metre in the direction of the force. For commercial purposes, the standard conversion factor between dekatherms and gigacalories is 0.251996 gigacalories per dekatherm and between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard joule is the joule specified in the IS system of units. The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per
- 1.18 The term "gross heating value" means the number of Btu's produced by the complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of 60 degrees Fahrenheit on a dry basis and at a pressure of 14.73 psia with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has condensed to the liquid state.
- 1.19 The term "Interruptible Capacity Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to store in Transporter's storage facilities, as established in the Service Agreement.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-000

Third Revised Sheet No. 177 Third Revised Sheet No. 177: Effective

Superseding: Second Revised Sheet No. 177

GENERAL TERMS AND CONDITIONS (Continued)

DEFINITION OF TERMS (Continued)

- 1.20 The term "Interruptible Delivery Quantity" means the maximum interruptible quantity of gas, expressed in dkt per day, which Shipper shall be allowed to have transported to a delivery point(s) on any day as established in the Service Agreement for interruptible transportation service.
- 1.21 The term "Interruptible Injection Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to inject into Transporter's storage facilities on any day, as established in the Service Agreement.
- 1.22 The term "Interruptible Receipt Quantity" means the maximum interruptible quantity of gas, expressed in dkt per day, which Shipper shall be allowed to tender to Transporter at receipt point(s) on any day as established the Service Agreement for interruptible transportation service.
- 1.23 The term "Interruptible Withdrawal Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to withdraw from Transporter's storage facilities on any day, as established in the Service Agreement.
- 1.24 The term "Maximum Daily Delivery Quantity (MDDQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver on any day for Shipper.
- 1.25 The term "Maximum Daily Receipt Quantity (MDRQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall receive for transportation on any day for Shipper.
- 1.26 The term "Maximum Storage Capacity Quantity (MSCQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall store for Shipper.
- 1.27 The term "Maximum Storage Deliverability Quantity (MSDQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver from storage on any day for Shipper.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-000

Third Revised Sheet No. 178 Third Revised Sheet No. 178: Effective

Superseding: Second Revised Sheet No. 178

GENERAL TERMS AND CONDITIONS (Continued)

- DEFINITION OF TERMS (Continued)
 - 1.28 The term "Maximum Storage Injection Quantity (MSIQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall inject into storage on any day for Shipper.
 - 1.29 The term "Mcf" means 1,000 cubic feet of gas.
 - 1.30 The term "month" means the period beginning at 9 a.m. Central Clock Time on the first day of the calendar month and ending at 9 a.m. Central Clock Time on the first day of the next succeeding calendar month.
 - 1.31 The terms "natural gas" or "gas" means natural gas unmixed or any mixture of natural and artificial gas.
 - 1.32 The term "Party" means either Shipper or Transporter.
 - 1.33 The term "point(s) of delivery" means the point(s) set forth in the Service Agreement where Transporter delivers gas for the account of Shipper after gathering, storage, and/or transportation.
 - 1.34 The term "point(s) of receipt" means the point(s) set forth in the Service Agreement where gas is tendered to and received by Transporter for the account of Shipper prior to gathering, storage, and/or transportation.
 - 1.35 The term "psia" means pounds per square inch absolute.
 - 1.36 The term "psig" means pounds per square inch gauge.
 - 1.37 The term "quantity of gas" means the number of units of gas energy expressed in dkt's, unless otherwise specified.
 - 1.38 The term "receipt quantities" means all quantities of gas tendered to Transporter at the point(s) of receipt for the account of Shipper.
 - 1.39 The term "Service Agreement" means an executed Service Agreement subject to this Tariff.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-000

Third Revised Sheet No. 179 Third Revised Sheet No. 179: Effective

Superseding: Second Revised Sheet No. 179

GENERAL TERMS AND CONDITIONS (Continued)

- DEFINITION OF TERMS (Continued)
 - 1.40 The term "Shipper" means any party with whom Transporter has a Service Agreement under one or more of Transporter's Rate Schedules pursuant to the terms of this Tariff.
 - 1.41 The term "stop-in-time" refers to the use of one of Transporter's storage services as an intermediate stop in an on-going transportation transaction. Storage facilities in this context shall be considered intermediate receipt and/or delivery points, as applicable.
 - 1.42 The term "storage service" consists of the acceptance by Transporter of gas tendered for Shipper's account for storage in Transporter's aggregate storage facilities, the injection and withdrawal of that gas into and out of Transporter's aggregate storage facilities, and the storage of that gas in Transporter's aggregate storage facilities.
 - 1.43 The term "thermal balancing" means balancing the thermal content of the gas tendered to Transporter's pipeline system (including storage facilities) hereunder and the thermal content of the gas delivered therefrom.
 - 1.44 The term "thermal content" when applied to any volume of gas means the aggregate number of Btu's contained in such volume. The thermal content shall be determined by multiplying the volume of gas in cubic feet by the gross heating value of the gas.
 - 1.45 The term "transportation service" consists of the acceptance by Transporter of gas tendered by Shipper to Transporter's transmission system, the transportation of that gas, either directly or by displacement through Transporter's transmission system, and the redelivery of gas to Shipper at the point(s) of delivery.
 - 1.46 The term "Transporter" means Williston Basin Interstate Pipeline Company.
 - 1.47 The term "Capacity Adjustment Provision (CAP)", for all purposes other than ADQ and ARQ, shall mean a procedure whereby the relevant firm capacity in equivalent dkt specified in the applicable Service Agreement multiplied by a fraction, the numerator of which is the latest available estimated Btu content per cubic foot at the relevant receipt or delivery point and the denominator of which is 1,000. Transporter shall post the Btu

FERC Docket: RP09-506-000

Eighth Revised Sheet No. 179A Eighth Revised Sheet No. 179A

Superseding: Seventh Revised Sheet No. 179A

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

content to be used as the numerator of the fraction described above at each of the various points of receipt and delivery on a daily basis via an electronic communication mechanism. For purposes of ADQ and ARQ, CAP shall mean a procedure whereby the relevant firm capacity in equivalent dkt specified in the applicable Service Agreement is multiplied by a fraction, the numerator of which is the weighted average Btu content per cubic foot of the deliveries or receipts, as applicable, rendered to Shippers during the contract year and the denominator of which is 1,000.

- 1.48 The term "Pooling Party" means any party who has submitted a complete Pooling Request Form, as set forth in Subsection 7.10 of these General Terms and Conditions, that has been accepted by Transporter to utilize the pooling service set forth in Section 48 of these General Terms and Conditions. A party will be considered a Pooling Party only for purposes of transportation from an associated receipt point(s), as defined in Subsection 48.2 of these General Terms and Conditions, to a designated pool. For all other purposes, the party will be considered a Shipper as defined in Subsection 1.40 of these General Terms and Conditions.
- 1.49 The term "pooling point" means any of the twelve points set forth in Subsection 48.2 of these General Terms and Conditions where gas can be nominated for aggregation and/or disaggregation. Pooling point(s) shall be considered a logical receipt and/or delivery point(s), as applicable.
- 1.50 The term "PAL point" shall refer to those points on Transporter's system where an Interconnecting Pipeline Operational Balancing Agreement (OBA) is in effect.
- 1.51 The term "Parked Quantity" means the amount of gas received on any day by Transporter for Shipper's account at each specified PAL point(s) under an executed Service Agreement.
- 1.52 The term "Loaned Quantity" means the amount of gas loaned on any day by Transporter for Shipper's account at each specified PAL point(s) under an executed Service Agreement.
- 1.53 The term "Segment" means that portion of the transmission system, consisting of a point of receipt and point of delivery, that lies at or between the primary point of receipt and primary point of delivery of a Shipper's currently effective Service Agreement. For purposes of this Tariff, such points are those physical points which are available for nomination by Shipper pursuant to Shipper's executed Firm Transportation Service Agreement.

FERC Docket: RP09-259-000

Fifth Revised Sheet No. 179B Fifth Revised Sheet No. 179B

Superseding: Fourth Revised Sheet No. 179B

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

- 1.54 The term "Segmentation" means the ability of Shipper holding a contract for firm transportation service to subdivide such service into segments and to use those segments for different firm transportation transactions (segmented transaction). Shipper may effect segmentation by nominating a number of discrete transportation combinations (points of receipt to points of delivery) that shall have both the point of receipt and the point of delivery listed in Shipper's Firm Transportation Service Agreement.
- 1.55 The term "Segmented Capacity" means the firm capacity of a Shipper that has been subdivided into individual segments, with the capacity of each such segment not to exceed the capacity included in the currently effective Firm Transportation Service Agreement.
- 1.56 $\,$ The term "NAESB" means the Wholesale Gas Quadrant of the North American Energy Standards Board.
- 1.57 The term "Recourse Rate" means the maximum rate for a specific Rate Schedule under the Notice of Currently Effective Rates contained in this Tariff.
- 1.58 The term "Point Operator" means any party or party's designee who is responsible for and has control of the physical operation of the facilities interconnected with Transporter.
- 1.59 The term "Controlling Party" means Point Operator or Point Operator's designee, as designated in writing by all applicable parties, who is responsible for confirmations, pre-determined allocations, and/or has the ability to enter into a ROBA with Transporter.
- 1.60 The term "Asset Management Arrangement (AMA)" means any prearranged release to an asset manager that contains a condition that the releasing shipper may call upon the replacement shipper to deliver to, or purchase from, the releasing shipper a volume of gas up to 100 percent of the daily contract demand of the released transportation or storage capacity.
- 1.61 The term "State-regulated Retail Access Program" means any prearranged capacity release to a marketer that will be utilized by the replacement shipper to provide the gas supply requirement of retail consumers pursuant to a retail access program approved by the state agency with jurisdiction over the local distribution company that provides delivery service to such retail consumers.

FERC Docket: RP09-568-000

First Revised Sheet No. 179C First Revised Sheet No. 179C

Superseding: Original Sheet No. 179C

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITION OF TERMS (Continued)

1.62 The term "non-jurisdictional gathering agreement" means an executed gathering agreement between Transporter and Gathering Shipper. The specific terms and conditions of such gathering agreement(s) shall be established by mutual consent between Transporter and the Gathering Shipper(s).

2. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the Rate Schedules, the Service Agreements and these General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 180 original Sheet No. 180: Effective

GENERAL TERMS AND CONDITIONS (Continued)

3. PRESSURE

- 3.1 Pressure at the point(s) of receipt: Shipper shall cause the gas to be tendered at the point(s) of receipt at a pressure sufficient to enter Transporter's system against the pressures prevailing from time to time, within the pressure range specified for each point(s) of receipt as set forth in the Service Agreement.
- 3.2 Pressure at the point(s) of delivery: Transporter shall cause the gas to be delivered at the point(s) of delivery hereunder at such pressures, prevailing from time to time in Transporter's pipeline system, within the pressure range specified for each point(s) of delivery as set forth in the Service Agreement.

4. QUALITY

Except as otherwise provided below, all natural gas delivered to Transporter at receipt point(s) shall conform to the following specifications:

- 4.1 Non-gaseous constituents: The gas shall be commercially free from solid or liquid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with the proper operation of Transporter's pipelines, meters, regulators and other appurtenances through which it flows.
- 4.2 Oxygen: The gas shall not at any time have an oxygen content in excess of .001 percent by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.
- 4.3 Carbon dioxide: The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume.
- 4.4 Liquids hydrocarbon content: The gas shall have a hydrocarbon dew-point less than -5ø Fahrenheit at 800 psia, -10ø Fahrenheit at 1,000 psia, or -18ø Fahrenheit at 1,100 psia, or such higher dew-point approved by Transporter as, without treatment by Transporter, may be compatible with the operating conditions of Transporter's pipeline.
- 4.5 Hydrogen sulphide: The gas shall not contain more than one-quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet.

FERC Docket: RP06-344-000

Second Revised Sheet No. 181 second Revised Sheet No. 181 : Effective

Superseding: First Revised Sheet No. 181

GENERAL TERMS AND CONDITIONS (Continued)

- 4. OUALITY (Continued)
 - 4.6 Total sulphur: The gas shall not contain more than two (2) grains of total sulphur per one hundred (100) cubic feet.
 - 4.7 Gross heating value: The gas shall have a total or gross heating value of not less than nine hundred fifty (950) nor more than one thousand two hundred and ten (1,210) Btu's per cubic foot at a pressure of 14.73 psia.
 - 4.8 Temperature: The gas shall not be received at a temperature of more than one hundred twenty degrees (120°) Fahrenheit.
 - 4.9 Water vapor content: The gas shall not contain in excess of four (4) pounds of water vapor per million cubic feet.
 - 4.10 Mercaptan sulphur: The gas shall not contain more than one quarter (1/4) grain of mercaptan sulphur per one hundred (100) cubic feet of gas, or such higher content as, in Transporter's judgment, will not result in deliveries of gas by Transporter to Shipper(s) containing more than one quarter (1/4) grain of mercaptan sulphur per one hundred (100) cubic feet of gas.
 - 4.11 Deleterious substances: The gas shall not contain deleterious substances or toxic or hazardous substances in concentrations that are hazardous to health, injurious to pipeline facilities or adversely affect merchantability.
 - 4.12 Microbiological agents: The gas shall not contain, either in the gas or any liquids with the gas, any microbiological organisms, active bacteria or bacterial agent(s) capable of contributing to or causing corrosion and/or operational and/or other concerns. Microbiological organisms, bacteria or bacterial agent(s) include, but are not limited to, sulphate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agent(s) shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Transporter and Point Operator which is currently available or may become available at any time.
 - 4.13 Gas received by Transporter at receipt point(s) for gathering and/or processing purposes shall conform to the specifications established in the Service Agreement between Shipper and Transporter or if none are specified, to the specifications contained in these General Terms and Conditions.

FERC Docket: RP06-344-000

First Revised Sheet No. 181A : Effective

Superseding: Original Sheet No. 181A

GENERAL TERMS AND CONDITIONS (Continued)

4. QUALITY (Continued)

4.14 If, at any time, gas tendered by Shipper for gathering and/or transportation shall fail to conform to any of the applicable quality specifications, Transporter shall have the right, at its option, to immediately refuse to accept delivery pending correction of the deficiency by the Point Operator, continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications and to charge Point Operator for costs incurred in making such conforming changes, or continue to accept delivery of said gas so long as, in Transporter's sole judgment, it can be utilized without detrimentally affecting Transporter's facilities or operations and such nonconformance does not cause Transporter to incur additional operation and maintenance expenses. Acceptance of gas that does not conform to applicable quality specifications will not prevent Transporter from refusing future receipts of non-conforming gas. Failure by Shipper to tender gas that conforms to the

FERC Docket: RP06-344-000

Third Revised Sheet No. 182 Third Revised Sheet No. 182: Effective

Superseding: Second Revised Sheet No. 182

GENERAL TERMS AND CONDITIONS (Continued)

4. OUALITY (Continued)

applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the Service Agreement.

4.15 Unless otherwise mutually agreed upon, the cost of any additional gas analysis and quality control equipment, including installation costs and any associated tax effects, which Transporter, in its reasonable discretion, determines is required to be installed to monitor the quality of gas received at a point(s) of receipt, shall be borne by Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter's decision to require the installation of the necessary equipment to protect its system integrity at a receipt point will be exercised in a non-discriminatory manner.

MEASUREMENT

- 5.1 Measuring station: Unless otherwise agreed upon by Transporter and the Point Operator of the receipt and/or delivery point hereunder, Transporter shall install and maintain an orifice meter, a rotary meter, a turbine meter or a diaphragm meter of standard make at the point(s) of receipt and delivery, together with all mechanical or Electronic Correcting Device (ECD) equipment required to measure accurately the gas received, transported and delivered hereunder. Unless otherwise mutually agreed upon, the cost of such equipment, including installation costs and any associated tax effects, shall be borne by Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter shall cause the chart on all gas measurement equipment to be changed, or mechanical or electronic indices read, by either Transporter or Point Operator (where economical) on a daily basis or at intervals no longer than once every eight (8) days unless otherwise mutually agreed upon; however, all gas measurement charts shall be changed, or indices read as near as practical to the beginning of the first day of each month.
 - 5.1.1 Unless otherwise mutually agreed upon, the cost of any additional measurement equipment, including installation costs and any associated tax effects, which Transporter, in its reasonable discretion, determines is required to be installed shall be borne by the Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter's decision to require the installation of the necessary measurement equipment will be exercised in a non-discriminatory manner.

FERC Docket: RP08-315-000

Second Revised Sheet No. 182A Second Revised Sheet No. 182A: Effective

Superseding: First Revised Sheet No. 182A

GENERAL TERMS AND CONDITIONS (Continued)

5. MEASUREMENT (Continued)

A Point Operator may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be installed so as not to affect Transporter's measuring equipment. A Point Operator may utilize available meter and gas quality data from Transporter's Remote Terminal Units (RTU). Such Point Operator shall assume sole responsibility for all use of Transporter's RTU data and the information transmitted and hereby indemnifies and holds Transporter harmless against any liability or claim of any person that is attributable to improper use by a Point Operator of Transporter's RTU data and the information transmitted. Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to a Point Operator utilizing Transporter's RTU data and the information transmitted for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of Transporter's RTU data and the information transmitted. Any metering equipment installed by a Point Operator or Transporter's RTU data utilized by a Point Operator in no manner obligates Transporter to revise its Tariff procedures as contained in this Tariff with regard to the status of a receipt and/or delivery point(s) being classified as telemetered or nontelemetered. If a Point Operator requests and receives assistance from Transporter's employees, such assistance will be at a Point Operator's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter.

5.2 Measurement procedures: Quantities of gas received and delivered hereunder shall be measured in accordance with procedures contained in ANSI-API 2530, First Edition, Second Edition, Third Edition, AGA

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-148-002

First Revised Sheet No. 183 First Revised Sheet No. 183 : Effective

Superseding: Original Sheet No. 183

GENERAL TERMS AND CONDITIONS (Continued)

5. MEASUREMENT (Continued)

Committee Report No. 5, AGA Committee Report No. 7, or revisions or amendments thereto. The absolute atmospheric pressure used for volume calculations shall be the average atmospheric pressure determined by calculations based on the actual elevation above sea level of the meter at the place of measurement.

- 5.3 Unit of volume: The basic unit of volume for purposes of measurement shall be one (1) cubic foot of gas as defined in Subsection 1.5. However, the total energy transfer for purposes of measurement shall be on a dekatherm (dkt) basis as defined in Subsection 1.7.
- 5.4 Specific gravity: The specific gravity of the gas gathered, transported and/or stored hereunder shall be determined by Transporter at the point(s) of receipt and delivery or at point(s) representative of such point(s), at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon, by use of a gas analysis or an indicating gravitometer of standard make, and the results of which shall be applied to the volume determination during the subsequent test interval. However, if at the option of Transporter a recording gravitometer or gas chromatograph is installed, operated and maintained, the arithmetical average or real time integration of the specific gravity so measured while gas is flowing during each metering interval shall be used to correct the volumes of gas transported hereunder to the unit of volume specified in Subsection 5.3 hereof.
- 5.5 Carbon Dioxide and Nitrogen: The carbon dioxide and nitrogen content of the gas gathered, transported and/or stored hereunder shall be determined by Transporter at the point(s) of receipt and delivery or at point(s) representative of such point(s), at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon, by use of a gas analysis, the results of which shall be applied to the volume determination during the subsequent test interval. However, if at the option of Transporter a gas chromatograph is installed, operated and maintained, the real time integration of the carbon dioxide and nitrogen so measured while gas is flowing during each metering interval shall be used to correct the volumes of gas transported hereunder to the unit of volume specified in Subsection 5.3 hereof

FERC Docket: RP06-344-000

First Revised Sheet No. 184 : Effective

Superseding: Original Sheet No. 184

GENERAL TERMS AND CONDITIONS (Continued)

MEASUREMENT (Continued)

- 5.6 Temperature: The temperature of the gas flowing through a measuring station, as specified in Subsection 5.1 hereof, shall be determined by an indicating thermometer, a recording thermometer, or an electronic temperature measuring device installed and operated by Transporter. The arithmetical average of the temperature so recorded or integrated while the gas is flowing during each metering interval shall be used in correcting volumes of gas received or delivered hereunder to the unit of volume specified in Subsection 5.3 hereof.
- 5.7 Heating value: The heating value of the gas shall be determined by Transporter by taking samples of the gas at the point(s) of receipt and delivery or at point(s) representative of such receipt and/or delivery point(s) at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon. Transporter may, at its option, install and operate an intermittent sampling device to automatically collect samples of the subject gas at the point(s) of receipt and/or delivery or at point(s) representative of such point(s). At Transporter's option, the heating value of the gas may be determined by a recording calorimeter or gas chromatograph, installed by Transporter at the point(s) of receipt and/or delivery, or at point(s) representative of such point(s), in which event the arithmetic average of the hourly flowing gas heating value recorded each day shall be considered as the average heating value of the gas received or delivered for that day. If the heating value of the gas is determined from gas samples taken, such gas samples shall be run on Transporter's recording calorimeter or gas chromatograph to determine the heating value of the subject gas, and the results shall be applied to daily gas receipts and/or deliveries during the billing interval for which the sample was taken, unless otherwise mutually agreed upon.
- 5.8 Right to be present: Point Operator shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with Transporter's measuring equipment used in measuring or checking the measurement of the receipts and/or deliveries of gas. The records from such measuring equipment shall remain the property of Transporter, but

FERC Docket: RP06-344-000

First Revised Sheet No. 185 First Revised Sheet No. 185 : Effective

Superseding: Original Sheet No. 185

GENERAL TERMS AND CONDITIONS (Continued)

5. MEASUREMENT (Continued)

upon request Transporter will submit to Point Operator copies of its records and charts, together with calculations therefrom, for inspection and verification.

- 5.9 Care required: All installations of measuring equipment applying to or affecting the receipts and/or deliveries of gas shall be made in such a manner as to permit an accurate determination of the quantity of gas gathered, transported, and/or stored. Care shall be exercised by Transporter in the installation, maintenance and operation of measuring equipment so as to prevent inaccuracies in the determination of the quantity of gas gathered, transported, and/or stored.
- 5.10 Calibration and test of meters: The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Point Operator, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any ninety (90) day period. In the event Point Operator notifies Transporter that it desires a special test of any measuring equipment, Transporter and Point Operator shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Point Operator, shall be borne by Point Operator if the measuring equipment tested is found to be in error which affects quantity measurement by not more than two (2) percent.
 - 5.10.1 If, upon test, any measuring equipment is found to be in error which affects quantity measurement by not more than two (2) percent, previous recordings of such equipment shall be considered accurate in computing volumes and/or quantities of gas, but such equipment shall be adjusted at once to record accurately.
 - 5.10.2 If, upon test, any measuring equipment is found to be in error which affects quantity measurement exceeding two (2) percent, any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending for one-half of the time elapsed since the date of the last test, but not more than 45 days.

FERC Docket: RP06-344-000

Second Revised Sheet No. 186 : Effective

Superseding: First Revised Sheet No. 186

GENERAL TERMS AND CONDITIONS (Continued)

MEASUREMENT (Continued)

- 5.11 Correction of metering errors failure of meters: In the event a meter is out of service, or registering inaccurately, the volume and/or quantity of gas gathered, transported, and/or stored shall be determined:
 - 5.11.1 By using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of Subsection 5.11.1, then
 - 5.11.2 By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both Subsections 5.11.1 and 5.11.2, then
 - 5.11.3 By estimating the volume and/or quantity based on periods of similar conditions when the meter was registering accurately.
 - 5.11.4 Measurement data corrections should be processed within six months of the production month with a three month rebuttal period. This shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this provision.
- 5.12 Preservation of metering records: Transporter and Point Operator shall each preserve, for a period of at least three years, all test data, charts and other similar records.

6. SERVICE CONDITIONS

- 6.1 Properties and facilities: Unless otherwise agreed in writing, Transporter shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the services to be performed pursuant to this Tariff.
- 6.2 Alterations and repairs: Transporter shall have the right, without liability to Shipper(s), to interrupt the gathering, transportation, and/or storage of gas for Shipper(s), when necessary to test, alter, modify, enlarge, or repair any facility

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-148-002

Original Sheet No. 186A Original Sheet No. 186A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

6. SERVICE CONDITIONS (Continued)

or property comprising a part of, or appurtenant to, Transporter's system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper(s). Except in cases of unforeseen emergency, Transporter shall give advance notice to Shipper(s) of its intention to so interrupt the flow of gas, stating the anticipated timing and magnitude of each such interruption.

FERC Docket: RP09-506-000

Nineteenth Revised Sheet No. 187 Nineteenth Revised Sheet No. 187

Superseding: Eighteenth Revised Sheet No. 187

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS

- 7.1 This Section 7 provides Shippers and Potential Shippers the procedures for requesting service under this Tariff. The information necessary for Transporter to comply with the requirements imposed by FERC Order Nos. 717, et seq., and the FERC Regulations thereunder can be found on its Internet accessible Website at ebb.wbip.com under Informational Postings. Such information will be updated within seven (7) business days of any change.
 - 7.1.1 Shipper may designate an agent to act on Shipper's behalf to perform specific functions under a specific Service Agreement(s) between Shipper and Transporter. Shipper will continue to be bound by the terms and conditions of the Service Agreement(s) and the provisions of these General Terms and Conditions. An Agent Authorization Form for Shipper's use in designating an agent and the functions to be performed by this agent can be found on Transporter's Website.

Effective Date: 12/21/2000 Status: Effective FERC Docket: RP01-110-000

Sheet No. 187A Sheet No. 187A: Superseded

SHEET NO. 187A

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

Effective Date: 12/21/2000 Status: Effective FERC Docket: RP01-110-000

Sheet No. 188 Sheet No. 188 : Superseded

SHEET NO. 188

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

FERC Docket: RP01-446-000

Fourth Revised Sheet No. 189 Fourth Revised Sheet No. 189: Effective

Superseding: Third Revised Sheet No. 189

GENERAL TERMS AND CONDITIONS (Continued)

 AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

- 7.2 The procedures used to address and resolve complaints by Shipper and potential Shippers are as follows:
 - 7.2.1 Transporter will endeavor, on an informal basis, to respond to and/or resolve telephone inquiries/complaints involving requested and/or furnished transportation and/or storage service, or information regarding such service, promptly and adequately, in the order received. If, however, a Shipper or potential Shipper finds the informal response inadequate for resolution of Shipper's concerns or questions and elects to file a formal complaint, the procedures set forth in Subsection 7.2.2 shall be followed.
 - 7.2.2 Formal complaints by any Shipper or potential Shipper, clearly stating the issue(s), and facts relied on by Shipper, shall be made in writing and mailed by registered or certified mail, or delivered by hand to:

Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

Delivery: 1250 West Century Avenue

Bismarck, North Dakota 58503

Upon receipt by Transporter, a formal complaint will be date stamped and recorded in the Transportation Service Complaint Log maintained by Transporter's Transportation Department. An initial response including acknowledgment of receipt, a reiteration of the nature of the complaint and the identification of an employee of Transporter assigned to respond to the complaint will be made within 48 hours of the receipt of the complaint. Additionally, a

Effective Date: 01/01/1999 Status: Effective

FERC Docket: RP98-104-004

Second Revised Sheet No. 190 second Revised Sheet No. 190 : Effective

Superseding: First Revised Sheet No. 190

GENERAL TERMS AND CONDITIONS (Continued)

 AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

written response shall be provided by registered or certified mail to Complainant within 30 days from receipt of such complaint.

Transporter will make every effort to address and resolve complaints in the order received but final resolution will be dependent upon the nature of the complaint and the time necessary to investigate the complaint, verify the underlying cause(s) and determine the relevant facts.

- 7.3 The procedures used by Transporter to inform affiliated and nonaffiliated Shippers and potential Shippers of the availability and pricing of transportation and/or storage service are as follows:
 - 7.3.1 Inquiries as to the availability of service on Transporter's system are to be directed to Transporter's Transportation Department and are generally responded to by telephone, at which time the Shipper or potential Shipper is informed verbally of the availability and pricing of transportation service(s).
 - 7.3.2 Upon request, the initial contact described in Subsection 7.3.1 shall be supported by sending the potential Shipper a copy of this Tariff and any published Notices to Shippers which announce discounts then available to similarly-situated Shippers (existing Shippers on the system are already in receipt of such written documents).
 - 7.3.3 In accordance with the requirements of Rule 2010 of the FERC's Rules of Practice and Procedure, once a Shipper has executed a transportation Service Agreement with Transporter, Shipper will also be served with copies of any filings submitted by Transporter proposing changes in rates or terms of service. Upon request, Shipper will also subsequently be sent copies of revised sheets to this Tariff as such sheets are approved and made effective by the FERC.

FERC Docket: RP09-506-000

Eighth Revised Sheet No. 191 Eighth Revised Sheet No. 191

Superseding: Seventh Revised Sheet No. 191

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

7.3.4 Electronic Information Availability:

Transporter shall make available various information via an electronic communication mechanism as more fully explained in Section 8 of these General Terms and Conditions. In addition, capacity and rate information may be received by telephoning Transporter's Transportation Department during normal business hours at 701-530-1600.

- 7.4 The procedures used by Transporter to schedule service and allocate system capacity are set forth in Sections 9 and 10 of these General Terms and Conditions, a copy of which is sent to all potential Shippers upon request. Consistent with such procedures, after receiving all nominations for service hereunder on any day, system constraints resulting from nominations exceeding available capacity at various points will be identified, the available capacity allocated, and each Shipper advised by Transporter's Nomination Center of the allocated capacity available to that Shipper.
- 7.5 When Transporter pre-schedules system maintenance activities which may affect available capacity at various points on the system, affected Shippers will be notified by Transporter's Nomination Center in advance of such activities. This information will also be made available via an electronic communication mechanism.
- 7.6 Transportation/Storage Service Request Form

A Transportation/Storage Service Request Form (Service Request Form) is provided on Transporter's Website under Other Information and must be completed in full for each individual request. Transportation/Storage service is subject to the terms and conditions of Rate Schedules FT-1 (Firm Transportation Service), FTN-1 (No-Notice Firm Transportation Service), IT-1 (Interruptible Transportation Service), FS-1 (Firm Storage Service), IS-1 (Interruptible Storage Service), or PAL-1 (Park and Loan Service) as applicable.

FERC Docket: RP09-506-000

Sixth Revised Sheet No. 192 Sixth Revised Sheet No. 192

Superseding: Fifth Revised Sheet No. 192

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

Requests for interruptible transportation or storage service under this Service Request Form will be invalid and will not be considered if service is requested to commence later than six (6) months after the required information is provided to Transporter. Request for firm transportation and storage service will be accepted in accordance with Subsection 10.2.1 unless a waiver is requested and granted in accordance with Subsection 10.2.3.

Upon receipt of all of the information required in the following Service Request Form, and upon acceptance of such request, Transporter shall prepare and tender to Shipper for execution a Service Agreement. The bid and Transporter's offer to provide service shall be null and void if Shipper either fails to execute the tendered Service Agreement within two (2) business days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days if such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff. In the event that any Shipper declines to execute a Service Agreement for the full amount of its allocated firm capacity, additional firm capacity may become available and be offered for reallocation among all other Shippers whose request for service is equal in priority to that of the Shipper declining all or a portion of its allocated firm capacity. Such amount of reallocated capacity shall be offered to affected Shipper(s) on a pro-rata basis, up to the amount of their original transportation request(s). Shipper's rights to the reallocated firm capacity shall be deemed null and void if Shipper either fails to execute the tendered Service Agreement amendment within two (2) business days following submittal of such Service Agreement amendment to Shipper by Transporter if such Service Agreement amendment is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days if such Service Agreement amendment contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff.

FERC Docket: RP09-506-000

Sixth Revised Sheet No. 192A Sixth Revised Sheet No. 192A

Superseding: Fifth Revised Sheet No. 192A

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

Return completed Service Request Forms to:

Williston Basin Interstate Pipeline Company

Attention: Contracts

P.O. Box 5601 Mail:

Bismarck, North Dakota 58506-5601 1250 West Century Avenue

Delivery:

Bismarck, ND 58503

Telephone No.: (701) 530-1600 Facsimile No.: (701) 530-1698

A request for transportation/storage service may be made by submitting to Transporter a Service Request Form via an electronic communication mechanism, facsimile, mail or hand delivery.

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 193 Fourth Revised Sheet No. 193 Superseding: Sheet Nos. 193 Through 196

NOTICE OF CANCELLATION

OF

SHEET NOS. 193 - 196

THE FOLLOWING SHEETS HAVE BEEN SUPERSEDED:

THIRD REVISED SHEET NO. 193 THIRD REVISED SHEET NO. 193A THIRTEENTH REVISED SHEET NO. 194
EIGHT REVISED SHEET NO. 195
THIRD REVISED SHEET NO. 195A SEVENTH REVISED SHEET NO. 196

Third Revised Sheet No. 193A Third Revised Sheet No. 193A: Effective Superseding: Second Revised Sheet No. 193A GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) NOTICES: Attn: Telephone No.: Facsimile No.: Email Address: RIGHT OF FIRST REFUSAL NOTICE: Email Address: Shipper Type (check as appropriate): [] LDC [] Interstate Pipeline [] Intrastate Pipeline [] End User [] Producer [] Marketer/Broker [] Other (Specify)_ Request is for (check as appropriate): [] New Transportation/Storage Service Agreement [] Amendment to existing agreement

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Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP05-431-000

Effective Date: 09/01/2003 Status: Suspended FERC Docket: RP03-286-000 Eighth Revised Sheet No. 194 Eighth Revised Sheet No. 194: Suspended Superseding: Seventh Revised Sheet No. 194 GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) [] Bid for Released Capacity (Specify released capacity I.D., if applicable) d.] Bid for Uncommitted Capacity (Specify request I.D., if applicable) If the request is for amended service, complete sections 1 through 3 above and the Amended Service Request sections only. SERVICE/CONTRACT INFORMATION Type of Service requested: (Check) 1.] Firm Transportation (Rate Schedule FT-1)] No-notice Firm Transportation (Rate Schedule FTN-1)] Small Customer Firm Transportation (Rate Schedule ST-1) [] Small Customer No-notice Firm Transportation (Rate Schedule STN-1)] Interruptible Transportation (Rate Schedule IT-1)] Firm Storage (FS-1) [] Interruptible Storage (IS-1)
[] Park and Loan (PAL-1) Form of Service: (Check) [] Sec. 284 Subpart G (Order No. 500) [] Sec. 284 Subpart B (Section 311) If Shipper is not an intrastate pipeline or local distribution company, and Sec. 284 Subpart B service is requested, service will be rendered on-behalf-of:

Effective Date: 08/01/2005 Status: Effective FERC Docket: RP05-431-000 Thirteenth Revised Sheet No. 194 Thirteenth Revised Sheet No. 194: Effective Superseding: Twelfth Revised Sheet No. 194 GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) [] Bid for Released Capacity (Specify released Offer No., if applicable) d.] Bid for Uncommitted Capacity (Specify Request No., if applicable) If the request is for amended service, complete sections 1 through 3 above and the Amended Service Request sections only. NEW SERVICE/CONTRACT INFORMATION Type of Service requested: (Check) 1.] Firm Transportation (Rate Schedule FT-1)] No-notice Firm Transportation (Rate Schedule FTN-1)] Interruptible Transportation (Rate Schedule IT-1)] Firm Storage (Rate Schedule FS-1) [] Interruptible Storage (Rate Schedule IS-1)
[] Park and Loan (Rate Schedule PAL-1) 2. Date service is requested to commence: Date service is requested to terminate: Form of Service: (Check) [] Sec. 284 Subpart G (Order No. 500) [] Sec. 284 Subpart B (Section 311) If Shipper is not an intrastate pipeline or local distribution company, and Sec. 284 Subpart B service is requested, service will be rendered on-behalf-of: (The rest of this sheet has been intentionally left blank.)

FERC Docket: RP05-431-000 Eighth Revised Sheet No. 195 Eighth Revised Sheet No. 195 : Effective Superseding: Seventh Revised Sheet No. 195 GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) (Company Legal Name)_ , an (check Local Distribution one) Intrastate Pipeline or Local Distribution Company, which owns and operates facilities located in the State (A letter of verification FROM ON-BEHALF-OF ENTITY shall accompany this completed form.) The on-behalf-of entity identified above will be (check one): [] purchasing the gas] selling the gas [] transporting the gas
[] "other" (Please explain) Quantities Requested Transportation Services MDDQ - Equivalent dkt/d (FT-1 or FTN-1)* MDRQ - Equivalent dkt/d (FT-1)*

ADQ - Equivalent dkt (FT-1)*

ARQ - Equivalent dkt (FT-1)*

Thereweigh D Palitane Interruptible Delivery Quantity - dkt/d (IT-1)
Park/Loan Quantity - dkt (PAL-1) Storage Services b. MSDQ - Equivalent dkt/d (FS-1)*

MSCQ - Equivalent dkt/d (FS-1)*

FCQ - Equivalent dkt (FS-1)*

(The rest of this sheet has been intentionally left blank.)

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP01-314-000 Third Revised Sheet No. 195A Third Revised Sheet No. 195A: Effective Superseding: Second Revised Sheet No. 195A GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) MSIQ - Equivalent dkt/d (FS-1)* ____April _ May ___ June July __ August September October Interruptible Injection Quantity - dkt/d (IS-1) Interruptible Withdrawal Quantity - dkt/d (IS-1)
Interruptible Capacity Quantity - dkt (IS-1) * Will a lesser quantity be accepted by Requestor?: []Yes []No
If yes, state minimum offer quantity: 5. and Storage Service Agreements to be associated with the PAL Service Transportation Contract #: ___ Storage Contract #: (If requestor does not have executed Transportation and Storage Service Agreements, it must request such services on this Request Form.)

(The rest of this sheet has been intentionally left blank.)

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP05-431-000

Seventh Revised Sheet No. 196 Seventh Revised Sheet No. 196: Effective Superseding: Sixth Revised Sheet No. 196

GENERAL TERMS AND CONDITIONS (Continued)

AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

- Requested Receipt Point(s) and Delivery Point(s) for Firm Service: The attached Exhibit A requires Shipper to provide the MDDQ quantities associated with each delivery point and the corresponding receipt $\operatorname{point}(s)$ and $\operatorname{maximum}$ quantities to be received from each such receipt point(s) to meet the MDDQ at each delivery point.
- For Rate Schedule FTN-1 service, the receipt point information, along with the designated priorities, that relate to the no-notice supply sources, if any, that is in addition to storage must be listed on Exhibit B.

FERC Docket: RP09-506-000

Sixth Revised Sheet No. 197 Sixth Revised Sheet No. 197

Superseding: Fifth Revised Sheet No. 197

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

7.7. Financial Data for a Credit Evaluation

Transporter's acceptance of a request for service is contingent upon Shipper satisfying a Credit Evaluation by Transporter. A Credit Evaluation Form, provided on Transporter's Website under Other Information, must be completed in full by any Shipper as detailed in this Section and/or Section 22.1 of these General Terms and Conditions.

- 7.7.1 Upon receipt of all the information required, Transporter shall conduct, on a non-discriminatory basis, a financial evaluation to determine the acceptability of a Shipper's overall financial condition. Such credit evaluation and any further or on-going credit evaluation, as may be necessary, shall be based upon the following information and criteria.
 - 7.7.1.1 Shipper shall provide current financial statements (audited if available), annual reports, 10-K reports or other filings with regulatory agencies which discuss Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies that are available.
 - 7.7.1.2 Shipper shall provide a bank reference and at least two trade references.
 - 7.7.1.3 Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 198 Fourth Revised Sheet No. 198

Superseding: Third Revised Sheet No. 198

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the transportation and/or storage service charge will be paid promptly as a cost of administration under the Federal Court's jurisdiction.

- 7.7.1.4 Shipper shall confirm in writing that it is not aware of any change in business conditions that would cause a substantial deterioration in its financial condition, a condition of insolvency, or the inability to exist as an ongoing business entity.
- 7.7.1.5 If Shipper has an on-going, credit-worthy acceptable, business relationship with Transporter, no delinquent balances shall be outstanding for services provided previously by Transporter and Shipper must have paid its account(s) according to the established terms and conditions and not made deductions or withheld payment for claims not authorized by Transporter's FERC Gas Tariff or the executed Service Agreement.
- 7.7.1.6 Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding that would seriously reflect upon the business entity's ability to remain solvent.
- 7.7.1.7 If Shipper satisfies Transporter's credit criteria, Transporter shall provide an acceptable level of credit to the Shipper to do business with Transporter.
- 7.7.2 Upon notification by Transporter that a Shipper has failed to satisfy the credit criteria, such Shipper may still obtain credit approval by Transporter if Shipper elects to provide one of the following.
 - 7.7.2.1 An advance deposit.
 - 7.7.2.2 A standby irrevocable letter of credit.
 - 7.7.2.3 Security interest in collateral found to be satisfactory to Transporter.
 - 7.7.2.4 A guarantee, satisfactory to Transporter, by another person or entity that satisfies credit evaluation.

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 199 Fourth Revised Sheet No. 199 Superseding: Third Revised Sheet No. 199

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

- 7.7.2.5 Unless otherwise agreed, such advance deposit, standby irrevocable letter of credit, security interest or guarantee shall at all times equal three (3) months of highest estimated usage during the term of the service
- 7.7.3 If confidential treatment is requested, the information provided in this Financial Data for a Credit Evaluation Section will not be made publicly available.

FERC Docket: RP09-506-000

Seventh Revised Sheet No. 200 Seventh Revised Sheet No. 200 Superseding: Sheet Nos. 200 Through 201

NOTICE OF CANCELLATION

OF

SHEET NOS. 200 - 201

THE FOLLOWING TARIFF SHEEETS HAVE BEEN SUPERSEDED:

SIXTH REVISED SHEET NO. 200 SIXTH REVISED SHEET NO. 201

FERC Docket: RP05-431-000 Sixth Revised Sheet No. 201 Sixth Revised Sheet No. 201: Effective Superseding: Fifth Revised Sheet No. 201 GENERAL TERMS AND CONDITIONS (Continued) AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued) Changes to contract path(s) identified on Exhibit A to Contract #_____ must be provided on the Attached Exhibit A. Other requested service change(s): Storage Service Increase Firm Storage Quantities under Contract #_____. MSDQ - Equivalent dkt/d (FS-1)
MSCQ - Equivalent dkt/d (FS-1)
FCQ - Equivalent dkt (FS-1)
MSIQ - Equivalent dkt/d (FS-1) ____ April ____ May ____June ____July August
September
October Increase/Decrease Interruptible Storage Quantities under Contract h. Interruptible Injection Quantity - dkt/d (IS-1)
Interruptible Withdrawal Quantity - dkt/d (IS-1)
Interruptible Capacity Quantity - dkt (IS-1) Other requested service change(s):

(The rest of this sheet has been intentionally left blank.)

Effective Date: 08/01/2005 Status: Effective

FERC Docket: RP09-506-000

Second Revised Sheet No. 201A Second Revised Sheet No. 201A

Superseding: First Revised Sheet No. 201A

GENERAL TERMS AND CONDITIONS (Continued)

- 7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)
 - 7.8 Conditions for a Valid Service Request
 - 7.8.1 Requesting Party must provide with this Transportation Service Request a letter from the on-behalf-of Shipper authorizing transportation and provide certification that Shipper has title or has the right to acquire title to the gas.

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 202 Fourth Revised Sheet No. 202

Superseding: Third Revised Sheet No. 202

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

- 7.8.2 Firm transportation and storage service requests require a prepayment. This prepayment shall be equal to the lesser of \$10,000, or one month's maximum reservation charge. Such prepayment shall be applied to amounts due Transporter for services rendered once service commences or refunded following the determination by Transporter that it is unable to provide the service requested by potential Shipper. The prepayment also shall be refunded if Shipper withdraws its request or bid prior to the end of the bidding period. If such successful potential Shipper withdraws its request or bid after the end of the bidding period or fails to execute a Service Agreement tendered by Transporter, the prepayment shall be forfeited to Transporter.
 - 7.8.2.1 If a Shipper does not have an executed Service Agreement or has not provided sufficient credit as required in Subsection 7.7 by the end of the bidding period, Shipper shall provide the prepayment prior to the end of the bidding period.
 - 7.8.2.2 If a Shipper has an executed Service Agreement and has provided sufficient credit as required in Subsection 7.7, Shipper shall not be required to provide a prepayment prior to the end of the bidding period. Should such Shipper be a successful Shipper and withdraw its request or bid after the end of the bidding period or fail to execute the Service Agreement tendered by Transporter, Shipper shall pay Transporter the lesser of \$10,000 or one month's maximum reservation charge.
- 7.8.3 Shipper or Requesting Party acknowledges that a request for service will not be complete and will be deemed invalid, that no capacity will be assigned, and that a request will not be considered until all the information required by the Service Request Form is received.

FERC Docket: RP09-506-000

First Revised Sheet No. 202A First Revised Sheet No. 202A Superseding: Sheet Nos. 202A Through 203

NOTICE OF CANCELLATION

OF

SHEET NOS. 202A - 203

THE FOLLOWING TARIFF SHEETS HAVE BEEN SUPERCEDED:

ORIGINAL SHEET NO. 202A NINTH REVISED SHEET NO. 203

FERC Docket: RP05-431-000

Ninth Revised Sheet No. 203 Ninth Revised Sheet No. 203: Effective

Superseding: Eighth Revised Sheet No. 203

GENERAL TERMS AND CONDITIONS (Continued)

 AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

TRANSPORTATION SERVICE REQUEST FORM
EXHIBIT A
ASSOCIATED RECEIPT/DELIVERY POINT LISTING

Primary Receipt Point ID No./ Descrip.*	Primary Delivery Point ID No./ Descrip.*	Primary Contract Path**	Associated Point-Specific MDDQ/MDRQ Equiv. dkt Per Day***	Minimum Acceptable MDDQ/MDRQ Equiv. dkt Per Day***

- * Point ID No./Descrip. can be found on the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.
- ** The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point of delivery. The line section designation shown here reflects the designation shown in the System Maps section of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- *** The associated MDRQ is subject to being grossed up to reflect the fuel in kind percentage.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet No. 204 Sheet No. 204: Effective

SHEET NO. 204

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 205 Fourth Revised Sheet No. 205 Superseding: Third Revised Sheet No. 205

NOTICE OF CANCELLATION

OF

SHEET NO. 205

THE FOLLOWING TARIFF SHEET HAS BEEN SUPERSEDED:

THIRD REVISED SHEET NO. 205

FERC Docket: RP09-506-000

Thirteenth Revised Sheet No. 206 Thirteenth Revised Sheet No. 206

Superseding: Twelfth Revised Sheet No. 206

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

- 7.9 The Discount Request Form for Transportation Service, the Discount Request Form for Firm Alternate/Segmented Transportation Service, or the Discount Request Form for PAL Service, provided on Transporter's Website under Other Information, must be completed in full by any Shipper requesting discounted transportation service.
 - 7.9.1 All discount requests must be accompanied by an economic evaluation justifying the rate requested. This written modification of the Service Agreement shall affect the rate provisions of the Service Agreement only. All other provisions in the Service Agreement shall remain in effect.
 - 7.9.2 Except as otherwise required by Subsection 12.6.2 of these General Terms and Conditions, a request for discounted service must be received by: 11:30 a.m. for the nomination cycle described in Subsection 9.1 of these General Terms and Conditions, on the day prior to gas flow; 4:00 p.m. for the nomination cycle described in Subsection 9.2, on the day prior to gas flow; 10 a.m. for the nomination cycle described in Subsection 9.3,

FERC Docket: RP09-506-000

First Revised Sheet No. 206A First Revised Sheet No. 206A

Superseding: Original Sheet No. 206A

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

on the day of gas flow; and 4:00 p.m. for the nomination cycle described in Subsection 9.4, on the day of gas flow. If Transporter does not receive a timely Discount Request Form, Transporter's maximum tariff rate or currently effective discount rate, if applicable, shall apply.

7.9.3 Discount Requests for the nomination cycles described in Subsections 9.2, 9.3, and 9.4 of these General Terms and Conditions will be allowed only if the request is for additional or new service, does not seek to change a previously granted discount rate or change the receipt/delivery points to which that discount applies, and does not hinder the flow of a previously granted discount.

FERC Docket: RP09-506-000

Fifth Revised Sheet No. 207 Fifth Revised Sheet No. 207 Superseding: Sheet Nos. 207 Through 207B

NOTICE OF CANCELLATION

OF

SHEET NOS. 207 - 207B

THE FOLLOWING TARIFF SHEETS HAVE BEEN SUPERSEDED:

FOURTH REVISED SHEET NO. 207 FIRST REVISED SHEET NO. 207A FIRST REVISED SHEET NO. 207A.01 FIRST REVISED SHEET NO. 207B

FERC Docket: RP00-463-004

First Revised Sheet No. 207A First Revised Sheet No. 207A: Effective

Superseding: Original Sheet No. 207A

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

> 7.7.1 The following Discount Request Form must be completed in full by any Shipper requesting discounted firm alternate or segmented transportation service. Shipper shall indicate "N/A" on all nonapplicable questions. Incomplete requests will not be accepted:

DISCOUNT REQUEST FORM FOR FIRM ALTERNATE/SEGMENTED TRANSPORTATION SERVICE

FROM:	Name: Company: Firm Transportation Contract No.: Telephone No.: Facsimile No.: Email Address:
TO:	Williston Basin Interstate Pipeline Company Attention: Contracts Facsimile No: (701) 530-1698
	requests the following discounted Firm Transportation suant to Section 12.6.2 of the General Terms and Conditions:
Rate:	cents/eqv. dkt Term of Rate:
Initial Prin	mary Receipt and/or Delivery Point:
Alternate on	Segmented Receipt and/or Delivery Point:
Other Condit	cions (if any):
Requested by	y: Date:
Confirmation	n of discounted rate request by Transporter
	[]Accepted Effective
By:	Date:

FERC Docket: RP05-274-000

First Revised Sheet No. 207B First Revised Sheet No. 207B : Effective

Superseding: Original Sheet No. 207B

GENERAL TERMS AND CONDITIONS (Continued)

 AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

This request must be received by: 11:30 a.m. for the nomination cycle described in Subsection 9.1 of these General Terms and Conditions, on the day prior to gas flow; 4:00 p.m. for the nomination cycle described in Subsection 9.2, on the day prior to gas flow; 10:00 a.m. for the nomination cycle described in Subsection 9.3, on the day of gas flow; and 4:00 p.m. for the nomination cycle described in Subsection 9.4, on the day of gas flow. If Transporter does not receive a timely Discount Request Form, Transporter's maximum tariff rate or currently effective discount rate, if applicable, shall apply.

Discount Requests for the nomination cycles described in Subsections 9.2, 9.3, and 9.4 of these General Terms and Conditions will be allowed only if the request is for additional or new service, does not seek to change a previously granted discount rate or change the receipt/delivery points to which that discount applies, and does not hinder the flow of a previously granted discount.

If Transporter is unable or unwilling to provide service at the requested discounted rate, is Shipper willing to pay the maximum rate(s) for the requested service(s) (to include any published discounts available to all similarly situated Shippers)?

[] Yes	[] No		
Requested by:		Date: _	
Confirmation of disco [] Accepted			Transporter:
Approved by:		Date: _	

FERC Docket: RP05-431-000

effect.

First Revised Sheet No. 207A.01 First Revised Sheet No. 207A.01 : Effective Superseding: Original Sheet No. 207A.01

GENERAL TERMS AND CONDITIONS (Continued)

- 7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)
 - 7.8 The following Discount Request Form, consisting of two pages, must be completed in full by any Shipper requesting discounted PAL service. Shipper shall indicate "N/A" on all nonapplicable questions. Incomplete requests will not be accepted:

DISCOUNT REQUEST FORM FOR PAL SERVICE

FROM:	Name: Company: PAL Contract No. Telephone No.: Facsimile No.:
TO:	Williston Basin Interstate Pipeline Company Attention: Contracts Facsimile No: (701) 530-1698
Shipper requ	nests the following discounted PAL Service:
OBA Point: _ [] To [] To [] Ex	cents/dkt Term of Rate: ptal quantity to be parked: ptal quantity to be loaned: stended holding period Park/Loan quantity: ptions (if any):
executed PAI Transportati	the Transportation/Storage Contract(s) associated with Service Agreement: on Contract #:

All discount requests must be accompanied by an economic evaluation justifying the rate requested. This written modification of the Service Agreement shall affect the rate provisions of the Service Agreement only. All other provisions in the Service Agreement shall remain in

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FERC Docket: RP09-506-000

Sixth Revised Sheet No. 208 Sixth Revised Sheet No. 208

Superseding: Fifth Revised Sheet No. 208

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS (Continued)

7.10 The Pooling Request Form, provided on Transporter's Website under Other Information, must be completed in full by any Pooling Party requesting to utilize Transporter's Pooling Service detailed in Section 48 of these General Terms and Conditions. Upon receipt of all the information required, and upon acceptance of such request, Transporter shall provide a Pooling Party identification number (Pooling Party ID No.) for purposes of nominations.

FERC Docket: RP09-506-000

Second Revised Sheet No. 209 Second Revised Sheet No. 209 Superseding: Sheet Nos. 209 Through 210

NOTICE OF CANCELLATION

OF

SHEET NOS. 209 - 210

THE FOLLOWING TARIFF SHEETS HAVE BEEN SUPERSEDED:

FIRST REVISED SHEET NO. 209 FIRST REVISED SHEET NO. 210

FERC Docket: RF		
First Revised	Sheet No. 210 First Rev	vised Sheet No. 210 : Effective
Superseding:	Sheet Nos. 209 - 224 GENERAL TERMS AND	CONDITIONS (Continued)
	TED TRANSACTIONS COMPLIA	ANCE PLAN AND SERVICE REQUEST
A C	ameddress ontact hone	
3. Ple subsidi		affiliates, parent company and any
N	ame	Relationship
N	ame 1	Relationship
N	ame	Relationship Relationship
11	ane	Meracionship
4. Is	Shipper operating under Yes No	federal bankruptcy laws?
or fede	ral court(s) or other by	idation or regulatory proceedings in state usiness conditions that may cause a hipper's financial condition?
		collection lawsuits or outstanding per's ability to remain solvent?
7. Est	imated monthly level of	Credit: \$
this Cr evaluat	edit Evaluation is accu ion. The applicant has	ifies that the information supplied on rate and correct as of the date of this read and agrees to all terms and orm and in Transporter's FERC Gas Tariff.
require	an authorization to obden to all the contract of the contract of the contraction of the c	tain or exchange information that may be uation. Applicant authorizes each source
		Company Name
		Signature
		Title
		Date

FERC Docket: RP02-359-000

Sheet Nos. 211 - 224 Sheet Nos. 211 - 224 : Effective

SHEET NOS. 211-224

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 09/29/1995 Status: Effective

FERC Docket: RP95-193-004

Substitute First Revised Sheet No. 216 Substitute First Revised Sheet No. 216: Superseded

Superseding: Original Sheet No. 216

GENERAL TERMS AND CONDITIONS (Continued)

 AFFILIATED TRANSACTIONS COMPLIANCE PLAN/TRANSPORTATION REQUEST FORM/STORAGE REQUEST FORM (Continued)

7.7 Storage Service Request Form

The following Storage Service Request Form, consisting of 9 pages, must be completed in full for each individual request. Shipper shall indicate "N/A" on all nonapplicable questions. Incomplete requests will not be accepted. Storage service is subject to the terms and conditions of Rate Schedule FS-1 (Firm Service) or Rate Schedule IS-1 (Interruptible Service), as applicable.

Requests for storage service under this Storage Service Request Form will be invalid and will not be considered if service is requested to commence later than six (6) months after the required information is provided to Transporter.

Upon receipt of all of the information required in the Storage Service Request Form, and upon acceptance of such request, Transporter shall prepare and tender to Shipper for execution a Service Agreement. The bid and Transporter's offer to provide service shall be null and void if Shipper either fails to execute the tendered Service Agreement within two (2) business days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days if such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff. In the event that any Shipper declines to execute a Service Agreement for the full amount of its allocated firm storage capability, additional capability may become available and be offered for reallocation among all other Shippers whose request for service is equal in priority to that of the Shipper declining all or a portion of its allocated firm capability. Such amount of reallocated capability shall be offered to affected Shipper(s) on a pro-rata basis, up to the amount of their original firm storage request(s). If Shipper fails to execute a Service Agreement amendment addressing this reallocation offer within fifteen (15) days of the date tendered, Shipper's rights to the reallocated capability shall be deemed null and void.

Effective Date: 09/29/1995 Status: Effective

FERC Docket: RP95-193-004

Original Sheet No. 216A Original Sheet No. 216A: Superseded

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN/TRANSPORTATION REQUEST FORM/STORAGE REQUEST FORM (Continued)

Return all Storage Service Requests to:

Transportation Department
Williston Basin Interstate Pipeline Company
200 North Third Street, Suite 300
Bismarck, ND 58501
Telephone No.: (701) 221-1200
Facsimile No.: (701) 221-1299

Effective Date: 08/01/1994 Status: Effective

FERC Docket: MT94- 17-000

First Revised Sheet No. 222 First Revised Sheet No. 222 : Superseded Superseding: Original Sheet No. 222

GENERAL TERMS AND CONDITIONS (Continued)

AFFILIATED TRANSACTIONS COMPLIANCE PLAN/TRANSPORTATION REQUEST FORM/STORAGE REQUEST FORM (Continued)

If the request is for new service, please skip the Amended Service Request section below.

Effective Date: 09/29/1995 Status: Effective

FERC Docket: RP95-193-004

2nd Sub First Revised Sheet No. 224 2nd Sub First Revised Sheet No. 224: Superseded

Superseding: Original Sheet No. 224

GENERAL TERMS AND CONDITIONS (Continued)

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN/TRANSPORTATION REQUEST FORM/STORAGE REQUEST FORM (Continued)

CONDITIONS FOR A VALID SERVICE REQUEST

- 1. Shipper must execute a tendered Service Agreement either within two (2) business days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within 30 days if such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff. If Shipper does not execute the Service Agreement within this time, this Firm Storage Service Request shall be null and void.
- 2. Firm Storage Service Requests require a prepayment. This prepayment shall be equal to the lesser of \$10,000, or one month's maximum reservation charge. Such prepayment shall be applied to amounts due Transporter for services rendered once service commences and shall be refundable in the event that a Service Agreement is not executed by both Parties.
- 3. Shipper or Requesting Party acknowledges that this request will not be complete and will be deemed invalid, that no storage capability will be assigned, and that the request will not be considered until all the information required by this Storage Service Request Form is received.

Shipper or Requesting Party certifies that the information herein is complete and accurate to the best of its knowledge, information and belief.

				_	_	
Ву	7:					
		(Name	and Title)	Title)		
Da	ite:				 	
For Transporter Use Only						
Request ID:						
Date Received:						
Date Request A	ccepted as Co	mplete	and	Valid:	 	
Transportation Rep:						

Legal Name of Shipper or Requesting Party:

FERC Docket: RP06-344-000

Seventh Revised Sheet No. 225 Seventh Revised Sheet No. 225: Effective

Superseding: Sixth Revised Sheet No. 225

GENERAL TERMS AND CONDITIONS (Continued)

8. ELECTRONIC COMMUNICATION MECHANISMS

8.1 Interactive Website

Transporter has established an Internet accessible Interactive Website (Website) at ebb.wbip.com. Transporter will assign Shipper, Shipper's designee, Point Operator, Controlling Party, or potential Shipper (interested party) a user identification and password to obtain access to individual data records and/or conduct on-line Website transactions, provided that such interested party has submitted a Website Subscription Request Form and a fully executed Website Subscriber Agreement, the agreement which sets forth the terms, conditions, limitations and remedies between parties utilizing Transporter's Website service, and agrees to comply with any procedures for access or use that may hereinafter be established for the Website. A Website Subscription Request Form and Website Subscriber Agreement for interested party's use can be found on Transporter's Website at ebb.wbip.com. Transporter will provide timely and equal access to any and all public information available on the Website and said access will be interactive in nature.

- 8.1.1 The Website will be available during normal business hours, except, as required to enhance the Website's functionality and perform preventive maintenance. Such periods of non-availability will be posted on the Website no less than 48 hours prior to the down-time period. Information on the Website will be updated as needed on a daily basis.
- 8.1.2 The Website will provide navigational aids, on-line help, search facilities, and the ability to electronically download a file(s) and select subsets of data prior to such downloading. Transporter shall maintain and retain daily back-up records of the information displayed on the Website for three (3) years and permit an interested party to review those records, which will be archived and reasonably accessible to such interested party after submission of a written request to Transporter to review same. Transporter will periodically purge obsolete information from current Website files. Information on the most recent entries will appear ahead of older information.

FERC Docket: RP00-463-004

First Revised Sheet No. 225A First Revised Sheet No. 225A: Effective

Superseding: Original Sheet No. 225A

GENERAL TERMS AND CONDITIONS (Continued)

8. ELECTRONIC COMMUNICATION MECHANISMS (Continued)

8.1.3 The information to be displayed on the Website will include, but not be limited to, the master receipt/delivery point list, Index of Customers, discount notices, pipeline news, critical and noncritical notices, affiliate information, the availability of storage injection and withdrawal capability, the availability of firm and interruptible capacity at receipt points, on the mainline (as described further in Section 10 of these General Terms and Conditions), at delivery points, and in storage facilities, whether the capacity is available from Transporter directly or through Transporter's firm capacity release mechanism, the

FERC Docket: RP06-344-000

Eighth Revised Sheet No. 226 Eighth Revised Sheet No. 226: Effective

Superseding: Seventh Revised Sheet No. 226

GENERAL TERMS AND CONDITIONS (Continued)

8. ELECTRONIC COMMUNICATION MECHANISMS (Continued)

method by which potential Shippers may bid for and be awarded capacity, all currently effective rates, posted bids for released and uncommitted firm capacity and Eligible Imbalance volumes designated by Shippers as being available for trade and/or transfer.

- 8.1.3.1 Transporter will also continue to provide information required by Order Nos. 2004, et seq., on its Website.
- 8.1.4 Transporter will monitor performance of the Website and will arrange for enhancements as conditions warrant.
- An interested party utilizing Transporter's Website assumes sole responsibility for all use of the Website and the files of and the information displayed on the Website and hereby indemnifies and holds Transporter harmless against any liability or claim of any person that is attributable to improper use by such interested party of the Website and the files of and the information displayed thereon. Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to the interested party utilizing the Website for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the Website and the files of and the information displayed on the Website. If the interested party requests and receives assistance from Transporter's employees, such assistance will be at the interested party's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter. To the extent the information displayed on the Website is originated solely by Transporter and such information is subsequently determined to be inaccurate, the Shipper(s) or potential Shipper(s) shall not be subject to any penalties otherwise collectible by Transporter based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the Website.

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 226A Fourth Revised Sheet No. 226A

Superseding: Third Revised Sheet No. 226A

GENERAL TERMS AND CONDITIONS (Continued)

8. ELECTRONIC COMMUNICATION MECHANISMS (Continued)

8.2 Electronic Data Interchange

Transporter has established an Electronic Data Interchange (EDI) mechanism for use by an interested party. The transmittal of EDI transactions shall be available to any interested party that has compatible equipment for electronic transmission of data, provided that such interested party has a fully executed Trading Partner Agreement (TPA), the agreement which sets forth the terms, conditions, limitations and remedies between parties utilizing Transporter's EDI service, and agrees to comply with any procedures for access or use that may hereinafter be established for EDI. A TPA for interested party's use in establishing access to Transporter's EDI mechanism can be found on Transporter's Website under Other Information. Such agreement follows the format of the NAESB Electronic Data Interchange Trading Partner Agreement [NAESB Standard 6.3.3].

- 8.2.1 EDI will be available on a 24-hour basis, except as required to archive data, enhance the EDI mechanism's functionality and/or perform preventive maintenance. Such periods of non-availability will be posted on the Website no less than 48 hours prior to the down-time period.
- 8.2.2 Transporter shall maintain and retain daily back-up records of EDI transactional data for two (2) years and permit an interested party to review those records, which will be archived and reasonably accessible to such interested party after submission of a written request to Transporter to review same.
- 8.2.3 The EDI transaction sets available for electronic delivery will include the transaction sets required by Order Nos. 587, et seq.
- 8.2.4 Transporter will monitor performance of the EDI mechanism and will arrange for enhancements as conditions warrant.
- 8.2.5 An interested party utilizing Transporter's EDI mechanism assumes sole responsibility for all use of the EDI mechanism and the files of and the information transacted via the EDI mechanism and

FERC Docket: RP06-344-000

Third Revised Sheet No. 226B Third Revised Sheet No. 226B: Effective

Superseding: Second Revised Sheet No. 226B

GENERAL TERMS AND CONDITIONS (Continued)

8. ELECTRONIC COMMUNICATION MECHANISMS (Continued)

hereby agrees to indemnify and hold Transporter harmless against any liability or claim of any person that is attributable to improper use by such interested party. Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to interested party utilizing the ${\tt EDI}$ mechanism for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the EDI mechanism and the files of and the information transacted via the EDI mechanism. If the interested party requests and receives assistance from Transporter's employees, such assistance will be at the interested party's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter. To the extent the information transacted via the EDI mechanism is originated solely by Transporter and such information is subsequently determined to be inaccurate, the Shipper(s) or potential Shipper(s) shall not be subject to any penalties otherwise collectible by Transporter based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was transacted via the EDI mechanism.

8.3 File Transfer

Transporter has established a File Transfer mechanism for use by any Shipper for purposes of transmitting nominations to Transporter. The transmittal of nominations via the File Transfer mechanism shall be available to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper agrees to comply with any procedures for access or use that may hereinafter be established for File Transfer. A File Transfer Form for Shipper's use in transmitting nominations via Transporter's File Transfer mechanism can be found on Transporter's Website at ebb.wbip.com.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-352-001

Original Sheet No. 226C Original Sheet No. 226C: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 8. ELECTRONIC COMMUNICATION MECHANISMS (Continued)
 - 8.3.1 File Transfer will be available on a 24-hour basis.
 - 8.3.2 The File Transfer mechanism will permit Shippers to electronically transfer data for purposes of submitting nominations in accordance with Section 9 of these General Terms and Conditions. Transporter shall maintain and retain daily back-up records of the information submitted via the File Transfer mechanism for two (2) years and permit Shippers to review those records, which will be archived and reasonably accessible to Shippers after submission of a written request to Transporter to review same.
 - 8.3.3 The information to be transmitted via the File Transfer mechanism will be for purposes of Shipper submitting nominations to Transporter and Transporter issuing a quick response to Shipper.
 - 8.3.4 Transporter will monitor performance of the File
 Transfer mechanism and will arrange for enhancements as
 conditions warrant.
 - 8.3.5 Shipper(s) utilizing Transporter's File Transfer mechanism assumes sole responsibility for all use of the File Transfer mechanism and the files of and the information transacted via the File Transfer mechanism and hereby agrees to indemnify and hold Transporter harmless against any liability or claim of any person that is attributable to improper use by Shipper(s). Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to Shipper(s) utilizing the File Transfer mechanism for failure of transmittal, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the File Transfer mechanism and the files of and the information transacted via the File Transfer mechanism. If the Shipper(s) requests and receives assistance from Transporter's employees, such assistance will be at Shipper(s) risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter.

FERC Docket: RP02-483-000

Eighth Revised Sheet No. 227 Eighth Revised Sheet No. 227: Effective

Superseding: Seventh Revised Sheet No. 227

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES

Shipper shall advise Transporter's Nomination Center of nominations via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions in accordance with the following standard nomination cycle timelines, and in accordance with Section(s) 9 and 48 and/or 49 of these General Terms and Conditions. Both Shipper and Transporter shall adhere to the following timeline(s).

9.1 Timely Nomination Cycle:

The Timely Nomination Cycle times are Central Clock Time on the day prior to flow of gas.

- 9.1.1 $\,$ 11:30 a.m. For nominations leaving control of the nominating party.
- 9.1.2 11:45 a.m. For receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)).
- 9.1.3 12:00 p.m. To send quick response.
 - 9.1.3.1 With the exception of otherwise stated NAESB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
- 9.1.4 3:30 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.

FERC Docket: RP05-432-001

Sixth Revised Sheet No. 227A Sixth Revised Sheet No. 227A: Effective

Superseding: Fifth Revised Sheet No. 227A

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.1.4.1 With respect to the timely nomination/confirmation process at a receipt or delivery point(s), in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the lesser of the confirmation quantity or the previously scheduled quantity shall be the new confirmed quantity.
- 9.1.4.2 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
- 9.1.5 4:30 p.m. For receipt of scheduled quantities by Shipper and point operator. At the end of each gas day, transportation service providers should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, transportation service providers should send an end of gas day scheduled quantity document. Receivers of the end of gas day scheduled quantity document can waive the sender's sending of the end of gas day scheduled quantity document.
- 9.1.6 Scheduled quantities are to be effective at 9:00 a.m. on the next gas day.
- 9.2 Evening Nomination Cycle:

The Evening Nomination Cycle times are Central Clock Time on the day prior to flow of gas.

For purposes of Subsection 9.2, "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.

9.2.1 6:00 p.m. - For nominations leaving control of the nominating party.

FERC Docket: RP05- 62-000

Third Revised Sheet No. 227B Third Revised Sheet No. 227B: Effective

Superseding: Second Revised Sheet No. 227B

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

of receipt and/or the daily quantities to be withdrawn from storage, as applicable, and the daily quantities to be delivered by Transporter at each point of delivery during the succeeding month.

- 9.10 Nomination Deadline Exceptions: For the situations described in Subsection 9.10.1 herein, Transporter will, on a non-discriminatory basis, accept, process and allow nominations to be scheduled between the standard nomination cycles if operating conditions so permit, such nomination(s) can be confirmed and such nomination(s) will not result in the interruption of gas previously scheduled. Such nomination(s) will be scheduled on a first come, first served basis.
 - 9.10.1 Transporter shall only grant a nomination deadline exception and schedule gas between the standard nomination cycles in an emergency situation, such as where failure of Transporter to schedule and provide gas immediately may jeopardize facilities or processes, or for electric power peaking generation.
 - 9.10.2 Transporter shall not grant a nomination deadline exception to schedule gas to clear imbalances or revise existing scheduled quantities.

FERC Docket: CP01-370-001

Second Revised Sheet No. 227C Second Revised Sheet No. 227C : Effective

Superseding: First Revised Sheet No. 227C

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

9.14 Any Rate Schedule IT-1 and/or Rate Schedule IS-1 Shipper(s) that is affected by the scheduling priority listing described in Subsections 9.20.4 and 9.22.4 of these General Terms and Conditions may, prior to the Timely Nomination Cycle nomination deadline, request to increase its rate level, up to the maximum lawful rate, in order to obtain a higher scheduling priority for the following gas day. Such notice by Shipper to Transporter must be received by Transporter, by facsimile, by the Timely Nomination Cycle nomination deadline specified in Subsection 9.1 hereof. Shipper shall pay such higher rate through the end of the month in which the higher scheduling priority is sought. Unless Shipper notifies Transporter that it wishes to retain such higher rate level for the term of its previously agreed to rate level, such higher rate level shall revert to the previously agreed to rate level for the remaining term of such rate level.

If on any day Transporter determines that Shipper will not have all its gas scheduled for the following gas day due to Shipper's rate level, Transporter will notify such Shipper by telephone and/or facsimile by 4:30 p.m. Central Clock Time. order for such Shipper to obtain a higher scheduling priority for the second following gas day, such Shipper must notify Transporter of its agreement to pay a higher rate, up to the maximum lawful rate. Such notice by Shipper to Transporter must be received by Transporter, by facsimile, by the Timely Nomination Cycle nomination deadline specified in Subsection 9.1 hereof. Shipper shall pay such higher rate through the end of the month in which the higher scheduling priority is sought. Unless Shipper notifies Transporter that it wishes to retain such higher rate level for the term of its previously agreed to rate level, such higher rate level shall revert to the previously agreed to rate level for the remaining term of such rate level.

FERC Docket: RP02-483-000

Third Revised Sheet No. 227A.01 Third Revised Sheet No. 227A.01: Effective Superseding: Second Revised Sheet No. 227A.01

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.2.2 $\,$ 6:15 p.m. For receipt of nominations by the Transporter (including from TTTSPs).
 - 9.2.3 6:30 p.m. To send quick response.
 - 9.2.3.1 With the exception of otherwise stated NAESB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.2.4 9:00 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9.2.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.2.5 10:00 p.m. For transportation service provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Transporter shall provide notice to all bumped Shipper(s) in the same manner as Transporter notifies Shipper(s) of the imposition of an Operational Flow Order, as defined in Subsection 16.1 of these General Terms and Conditions, and shall also advise Shipper(s) of any applicable penalties.

FERC Docket: RP05-432-001

Third Revised Sheet No. 227A.01A Third Revised Sheet No. 227A.01A: Effective

Superseding: Second Revised Sheet No. 227A.01A

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.2.6 Scheduled quantities resulting from an Evening Nomination that does not cause another service requester on the subject transportation service provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another service requester on the subject transportation service provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.
 - 9.2.7 All nominations for the next gas day received during the period after the Timely Nomination Cycle deadline (11.45 a.m.) to the Evening Nomination Cycle deadline (6:15 p.m.) shall be considered by Transporter as if received contemporaneously.
 - 9.3 Intra-day 1 Nomination Cycle:

The Intra-day 1 Nomination Cycle times are Central Clock Time on the day of gas flow.

For purposes of Subsection 9.3, "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.

- $9.3.1\,$ $\,$ 10:00 a.m. For nominations leaving control of the nominating party.
- 9.3.2 10:15 a.m. For receipt of nominations by the Transporter (including from TTTSPs).
- 9.3.3 10:30 a.m. To send quick response.
 - 9.3.3.1 With the exception of otherwise stated NAESB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

FERC Docket: RP05-432-001

First Revised Sheet No. 227A.01B First Revised Sheet No. 227A.01B: Effective

Superseding: Original Sheet No. 227A.01B

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

9.3.4 1:00 p.m. - For receipt of completed confirmations by Transporter from upstream and downstream connected parties.

- 9.3.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
- 9.3.5 2:00 p.m. For Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Transporter shall provide notice to all bumped Shipper(s) in the same manner as Transporter notifies Shipper(s) of the imposition of an Operational Flow Order, as defined in Subsection 16.1 of these General Terms and Conditions, and shall also advise Shipper(s) of any applicable penalties.
- 9.3.6 Scheduled quantities resulting from Intra-day 1 nominations should be effective at 5:00 p.m. on gas day.
- 9.3.7 All nominations for the day of gas flow received during the period after the Evening Nomination Cycle deadline (6:15 p.m.) to the Intra-day 1 Nomination Cycle deadline (10:15 a.m.) shall be considered by Transporter as if received contemporaneously.
- 9.4 Intra-day 2 Nomination Cycle:

The Intra-day 2 Nomination Cycle times are Central Clock Time on the day of gas flow.

For purposes of Subsection 9.4, "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.

9.4.1 5:00 p.m. - For nominations leaving control of the nominating party.

FERC Docket: RP02-483-000

First Revised Sheet No. 227A.01C : Effective

Superseding: Original Sheet No. 227A.01C

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.4.2 5:15 p.m. For receipt of nominations by the Transporter (including from TTTSPs).
 - 9.4.3 5:30 p.m. To send quick response.
 - 9.4.3.1 With the exception of otherwise stated NAESB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.4.4 8:00 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9.4.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.4.5 9:00 p.m. For transportation service provider to provide scheduled quantities to affected Shippers and point operators.

FERC Docket: RP09-356-001

First Revised Sheet No. 227A.02 First Revised Sheet No. 227A.02

Superseding: Substitute Original Sheet No. 227A.02

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.4.6 Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.
- 9.4.7 All nominations for the day of gas flow received during the period after the Intra-day 1 Nomination Cycle deadline (10:15 a.m.) to the Intra-day 2 Nomination Cycle deadline (5:15 p.m.) shall be considered by Transporter as if received contemporaneously.
- 9.5 The following shall apply to Subsections 9.2.4, 9.3.4 and 9.4.4:
 - 9.5.1 With respect to the processing of requests for increases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the previously scheduled quantity shall be the new confirmed quantity.
 - 9.5.2 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 shall 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-prorated-scheduled quantity shall be the new confirmed quantity.
- 9.6 All nominations must be submitted to Transporter via an electronic communication mechanism acceptable to Transporter as described in Section 8 of these General Terms and Conditions except that Transporter may, in the instances described in Subsection 9.6.1 below and in a non-discriminatory manner, waive such requirement and accept nominations via an alternate method. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the

FERC Docket: RP04-436-000

First Revised Sheet No. 227A.03 First Revised Sheet No. 227A.03: Effective

Superseding: Original Sheet No. 227A.03

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

waiver and shall be posted on Transporter's Website. In instances where Transporter accepts nominations pursuant to Subsection 9.6.1, Transporter will consider such nominations on an equal basis with nominations submitted via an electronic communication mechanism.

- 9.6.1 Transporter will accept nominations received via an alternate method, i.e. facsimile, mail or hand-delivery, in an emergency situation, such as the failure of Transporter's electronic communication mechanism utilized by Shipper or, at the discretion of Transporter, in other instances when Shipper is unable to communicate such nomination via an electronic communication mechanism. Shipper shall contact Transporter's Nomination Center by telephone, prior to sending a nomination via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter's Nomination Center that a nomination via an alternate method is forthcoming.
- 9.7 The sending party (i.e. Shipper for sending nominations to Transporter, Transporter for issuing quick response) should adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. The receiver of a nomination initiates the confirmation process. The party that would receive a request for confirmation or an unsolicited confirmation response may waive the obligation of the sender to send.
- 9.8 To the extent that nominations or deliveries are due to be made on a non-business day(s), Transporter requests, but does not require, nominations for all such days be made by 11:30 a.m. Central Clock Time on the last regular business day immediately preceding such non-business day(s). Transporter will, however, support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Transporter's nomination personnel may not be at their ordinary work sites but will be available by telephone or beeper and will process any new nomination or intra-day nomination received on a non-business day on which upstream/downstream confirmation can be obtained.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-410-000

Second Revised Sheet No. 227A.1 Second Revised Sheet No. 227A.1: Effective Superseding: Sub First Revised Sheet No. 227A.1

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.2.2 $\,$ 6:15 p.m. For receipt of nominations by the Transporter.
 - 9.2.3 6:30 p.m. To send quick response.
 - 9.2.3.1 With the exception of otherwise stated GISB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.2.4 9:00 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9.2.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.2.5 10:00 p.m. For transportation service provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Transporter shall provide notice to all bumped Shipper(s) in the same manner as Transporter notifies Shipper(s) of the imposition of an Operational Flow Order, as defined in Subsection 16.1 of these General Terms and Conditions, and shall also advise Shipper(s) of any applicable penalties.

Effective Date: 08/01/1999 Status: Effective

FERC Docket: RP99-410-000

First Revised Sheet No. 227A.1A First Revised Sheet No. 227A.1A: Effective Superseding: Original Sheet No. 227A.1A

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.2.6 Scheduled quantities resulting from an Evening Nomination that does not cause another service requester on the subject transportation service provider to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another service requester on the subject transportation service provider to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.
 - 9.2.7 All nominations for the next gas day received during the period after the Timely Nomination Cycle deadline (11.45 a.m.) to the Evening Nomination Cycle deadline (6:15 p.m.) shall be considered by Transporter as if received contemporaneously.
 - 9.3 Intra-day 1 Nomination Cycle:

The Intra-day 1 Nomination Cycle times are Central Clock Time on the day of gas flow.

- 9.3.1 $\,$ 10:00 a.m. For nominations leaving control of the nominating party.
- 9.3.2 10:15 a.m. For receipt of nominations by the Transporter.
- 9.3.3 10:30 a.m. To send quick response.
 - 9.3.3.1 With the exception of otherwise stated GISB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

FERC Docket: RP99-410-000

Original Sheet No. 227A.1B Original Sheet No. 227A.1B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.3.4 1:00 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9.3.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.3.5 2:00 p.m. For Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Transporter shall provide notice to all bumped Shipper(s) in the same manner as Transporter notifies Shipper(s) of the imposition of an Operational Flow Order, as defined in Subsection 16.1 of these General Terms and Conditions, and shall also advise Shipper(s) of any applicable penalties.
 - 9.3.6 Scheduled quantities resulting from Intra-day 1 nominations should be effective at 5:00 p.m. on gas day.
 - 9.3.7 All nominations for the day of gas flow received during the period after the Evening Nomination Cycle deadline (6:15 p.m.) to the Intra-day 1 Nomination Cycle deadline (10:15 a.m.) shall be considered by Transporter as if received contemporaneously.
 - 9.4 Intra-day 2 Nomination Cycle:

The Intra-day 2 Nomination Cycle times are Central Clock Time on the day of gas flow.

9.4.1 5:00 p.m. - For nominations leaving control of the nominating party.

FERC Docket: RP99-410-000

Original Sheet No. 227A.1C original Sheet No. 227A.1C : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.4.2 $\,$ 5:15 p.m. For receipt of nominations by the Transporter.
 - 9.4.3 5:30 p.m. To send quick response.
 - 9.4.3.1 With the exception of otherwise stated GISB nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.4.4 8:00 p.m. For receipt of completed confirmations by Transporter from upstream and downstream connected parties.
 - 9.4.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation response quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.
 - 9.4.5 9:00 p.m. For transportation service provider to provide scheduled quantities to affected Shippers and point operators.

FERC Docket: RP99- 2-000

Original Sheet No. 227B.1 Original Sheet No. 227B.1 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.11 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.
 - 9.12 Intra-day nominations do not rollover (i.e. intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. However, there is no need to re-nominate if the intra-day nomination modifies an existing nomination.
 - 9.13 All nominations, including intra-day nominations, should be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intra-day nomination, if not otherwise addressed in Transporter's contract or Tariff.

FERC Docket: RP99- 2-001

Substitute Original Sheet No. 227A.2 Substitute Original Sheet No. 227A.2: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.4.6 Scheduled quantities resulting from Intra-day 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intra-day 2 Nomination Cycle.
 - 9.4.7 All nominations for the day of gas flow received during the period after the Intra-day 1 Nomination Cycle deadline (10:15 a.m.) to the Intra-day 2 Nomination Cycle deadline (5:15 p.m.) shall be considered by Transporter as if received contemporaneously.
 - 9.5 The following shall apply to Subsections 9.2.4, 9.3.4 and 9.4.4:
 - 9.5.1 With respect to the processing of requests for increases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shall be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the previously scheduled quantity shall be the new confirmed quantity.
 - 9.5.2 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 shall 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-prorated-scheduled quantity shall be the new confirmed quantity.
 - 9.6 All nominations must be submitted to Transporter via an electronic communication mechanism acceptable to Transporter as described in Section 8 of these General Terms and Conditions except that Transporter may, in the instances described in Subsection 9.6.1 below and in a non-discriminatory manner, waive such requirement and accept nominations via an alternate method. Transporter shall maintain a record of all such waivers granted. Such record shall include the identity of the Shipper to whom the waiver was granted and the basis for Transporter granting the

FERC Docket: RP99- 2-000

Original Sheet No. 227A.3 original Sheet No. 227A.3 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

waiver and shall be available for public inspection at Transporter's office during normal business hours. In instances where Transporter accepts nominations pursuant to Subsection 9.6.1, Transporter will consider such nominations on an equal basis with nominations submitted via an electronic communication mechanism.

- 9.6.1 Transporter will accept nominations received via an alternate method, i.e. facsimile, mail or hand-delivery, in an emergency situation, such as the failure of Transporter's electronic communication mechanism utilized by Shipper or, at the discretion of Transporter, in other instances when Shipper is unable to communicate such nomination via an electronic communication mechanism. Shipper shall contact Transporter's Nomination Center by telephone, prior to sending a nomination via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter's Nomination Center that a nomination via an alternate method is forthcoming.
- 9.7 The sending party (i.e. Shipper for sending nominations to Transporter, Transporter for issuing quick response) should adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. The receiver of a nomination initiates the confirmation process. The party that would receive a request for confirmation or an unsolicited confirmation response may waive the obligation of the sender to send.
- 9.8 To the extent that nominations or deliveries are due to be made on a non-business day(s), Transporter requests, but does not require, nominations for all such days be made by 11:30 a.m. Central Clock Time on the last regular business day immediately preceding such non-business day(s). Transporter will, however, support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Transporter's nomination personnel may not be at their ordinary work sites but will be available by telephone or beeper and will process any new nomination or intra-day nomination received on a non-business day on which upstream/downstream confirmation can be obtained.

FERC Docket: RP99- 2-000

Original Sheet No. 227A.4 Original Sheet No. 227A.4 : Effective

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

Shipper(s) shall include the volume and estimated thermal content of natural gas nominated to be tendered to each receipt point and to be delivered to each delivery point. To the extent Transporter deems necessary, it shall verify or cause to be verified the availability at the point(s) of receipt and/or the acceptability at the point(s) of delivery of such nominated quantities. Transporter reserves the right to require revisions to such nominated quantities upon such verification. Transporter shall receive the quantity of gas that Shipper has nominated and Transporter has scheduled at the receipt point(s) and shall deliver the estimated thermally equivalent quantity of natural gas, after appropriate reductions, if any, as identified in the applicable Rate Schedule and/or Service Agreement, that Shipper has nominated and Transporter has scheduled for delivery at each delivery point. All nominations should include Shipper defined begin dates and end dates. All nominations excluding intra-day nominations should have roll-over options. Specifically, Shippers should have the ability to nominate for several days, months or years, provided the nomination begin and end dates are within the term of Shipper's contract.

Prior to the date of initial delivery hereunder, and by the 15th day of each month thereafter, Shipper shall provide Transporter with a written schedule showing its best estimate of daily quantities to be tendered to Transporter at each point

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Ninth Revised Sheet No. 228 Ninth Revised Sheet No. 228

Superseding: Eighth Revised Sheet No. 228

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.15 Revisions to Interruptible Service Agreements and Priority of Service: Revisions to interruptible Service Agreements consisting of changes in point(s) of receipt or point(s) of delivery, or which increase the maximum quantities of service available, shall be afforded a new priority of service for such revisions in accordance with Subsection 9.20 or 9.22, as applicable. Increasing the maximum service quantities or changing the point(s) of receipt or point(s) of delivery in a Service Agreement shall not affect the priority of service associated with those transactions which were included in the preexisting Service Agreement. Revisions to Service Agreements consisting of term extensions shall not affect Shipper's priority of service.
- 9.16 Nominations for transportation service under Rate Schedule FT-1 submitted in accordance with Subsection 9.2 or 9.3 shall receive scheduling priority over interruptible transportation service previously scheduled; however, such nominations shall not receive scheduling priority over firm transportation service previously scheduled.
- 9.17 Nominations for transportation service under Rate Schedule IT-1 submitted in accordance with Subsection 9.2, 9.3 or 9.4 shall not receive scheduling priority over interruptible transportation service previously scheduled.
- 9.18 Nominations for storage service under Rate Schedule FS-1 submitted in accordance with Subsection 9.2 or 9.3 shall receive scheduling priority over interruptible storage service previously scheduled; however, such nominations shall not receive scheduling priority over firm storage service previously scheduled.
- 9.19 Nominations for storage service under Rate Schedule IS-1 submitted in accordance with Subsection 9.2, 9.3 or 9.4 shall not receive scheduling priority over interruptible storage service previously scheduled.
- 9.20 Within each of the nomination cycles defined in Subsections 9.1, 9.2, 9.3 or 9.4, the following scheduling priority listing (in descending order of priority) shall prevail for transportation services rendered pursuant to Transporter's FERC Gas Tariff, Second Revised Volume No. 1:

Effective Date: 05/05/2006 Status: Effective

FERC Docket: RP00-107-010

Fifth Revised Sheet No. 228A Fifth Revised Sheet No. 228A: Effective

Superseding: Fourth Revised Sheet No. 228A

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

9.20.1 Transportation service transactions performed under Rate Schedule FT-1, which involve primary receipt and/or delivery points, shall be scheduled first on a pro rata basis. Transportation service transactions performed under Rate Schedule FT-1 which involve alternate receipt and/or delivery points shall be scheduled next on a pro rata basis. Transportation service transactions performed under Rate Schedule FT-1 which involve segmented transactions shall be scheduled next on a pro rata basis.

9.20.2 Transportation by Transporter for maintenance of system integrity.

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Twelfth Revised Sheet No. 229 Twelfth Revised Sheet No. 229

Superseding: Eleventh Revised Sheet No. 229

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.20.3 Transportation service performed at the maximum lawful rate under Rate Schedule IT-1 and new NGA Section 7 interruptible transportation services pursuant to a Service Agreement dated after June 24, 1988. All such services shall be scheduled on a pro rata basis.
- 9.20.4 Transportation service performed at less than the maximum lawful rate under Rate Schedule IT-1 shall be scheduled from the highest rate to the lowest rate.
- 9.20.5 Park and/or loan service performed at the maximum lawful rate under Rate Schedule PAL-1 shall be scheduled on a pro rata basis.
- 9.20.6 Park and/or loan service performed at less than the maximum lawful rate under Rate Schedule PAL-1 shall be scheduled from the highest rate to the lowest rate.
- 9.20.7 Scheduled authorized overrun transportation services shall be scheduled on a pro rata basis.
- 9.20.8 Scheduled gas to clear imbalances and to clear parked and/or loaned gas shall be scheduled on a pro rata basis.
- 9.20.9 Transportation service nominated and scheduled in accordance with Subsection 9.10 after the nomination deadline(s) shall be scheduled on a first come, first served basis.
- 9.21 The following interruption priority listing (in ascending order of priority) shall prevail for transportation services rendered pursuant to Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
 - 9.21.1 Transportation service nominated and scheduled in accordance with Subsection 9.10 after the nomination deadline(s) shall be interrupted from the lowest rate to the highest rate.
 - 9.21.2 Scheduled gas to clear imbalances and to clear parked and/or loaned gas shall be interrupted on a pro rata basis.

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Eighth Revised Sheet No. 229A Eighth Revised Sheet No. 229A

Superseding: Seventh Revised Sheet No. 229A

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.21.3 Scheduled authorized overrun transportation service shall be interrupted on a pro rata basis.
- 9.21.4 Park and/or loan service performed at less than the maximum lawful rate under Rate Schedule PAL-1 shall be interrupted from the lowest rate to the highest rate.
- 9.21.5 Park and/or loan service performed at the maximum lawful rate under Rate Schedule PAL-1 shall be interrupted on a pro rata basis.
- 9.21.6 Transportation service performed at less than the maximum lawful rate under Rate Schedule IT-1 shall be interrupted from the lowest rate to the highest rate.
- 9.21.7 Transportation service performed at the maximum lawful rate under Rate Schedule IT-1 and new NGA Section 7 interruptible transportation services pursuant to a Service Agreement dated after June 24, 1988. All such services shall be interrupted on a pro rata basis.
- 9.21.8 Transportation by transporter for maintenance of system integrity.
- 9.21.9 Transportation service transactions performed under Rate Schedule FT-1, which involve primary, alternate or segmented receipt and/or delivery points, shall be interrupted on a pro rata basis.
- 9.22 Within each of the nomination cycles defined in Subsection 9.1, 9.2, 9.3 or 9.4, the following scheduling priority listing (in descending order of priority) shall prevail for storage services rendered pursuant to Transporter's FERC Gas Tariff, Second Revised Volume No. 1:

Effective Date: 07/04/2001 Status: Effective

FERC Docket: RP01-446-000

Original Sheet No. 229B <code>Original Sheet No. 229B</code> : <code>Effective</code>

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

9.22.1 Storage capabilities retained by Transporter for maintenance of system integrity.

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Seventh Revised Sheet No. 230 Seventh Revised Sheet No. 230

Superseding: Sixth Revised Sheet No. 230

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

- 9.22.2 Storage service performed under Transporter's Rate Schedule FS-1, which shall be scheduled on a pro rata basis.
- 9.22.3 Storage service performed at the maximum lawful rate under Rate Schedule IS-1. All such services shall be scheduled on a pro rata basis.
- 9.22.4 Storage service performed at less than the maximum lawful rate under Rate Schedule IS-1 shall be scheduled from the highest rate to the lowest rate.
- 9.22.5 Scheduled authorized overrun storage services shall be scheduled on a pro rata basis. Transporter shall offer all available but unused storage capabilities on a daily basis and make uncommitted storage capabilities available via an electronic communication mechanism.
- 9.22.6 Storage service nominated and scheduled in accordance with Subsection 9.10 after the nomination deadline(s) shall be scheduled on a first come, first served basis.
- 9.23 The following interruption priority listing (in ascending order of priority) shall prevail for storage services rendered pursuant to Transporter's FERC Gas Tariff, Second Revised Volume No. 1:
 - 9.23.1 Scheduled storage service nominated and scheduled in accordance with Subsection 9.10 after the nomination deadline(s) shall be interrupted from the lowest rate to the highest rate.
 - 9.23.2 Scheduled authorized overrun storage service shall be interrupted on a pro rata basis.

Effective Date: 07/30/2001 Status: Effective

FERC Docket: CP01-370-001

Fourth Revised Sheet No. 230A Fourth Revised Sheet No. 230A: Effective

Superseding: Third Revised Sheet No. 230A

GENERAL TERMS AND CONDITIONS (Continued)

- 9. NOMINATION AND SCHEDULING PROCEDURES (Continued)
 - 9.23.3 Storage service performed at less than the maximum lawful rate under Rate Schedule IS-1 shall be interrupted from the lowest rate to the highest rate.
 - 9.23.4 Storage service performed at the maximum lawful rate under Rate Schedule IS-1. All such services shall be interrupted on a pro rata basis.
 - 9.23.5 Storage service performed under Transporter's Rate Schedule FS-1, which shall be interrupted on a pro rata basis.
 - 9.23.6 Storage capabilities retained by Transporter for maintenance of system integrity.
 - 9.24 For purposes of determining the amount of firm capacity available to serve new firm service requests, Transporter shall reserve sufficient capacity or capability in its existing facilities to meet its obligation to those services shown in Subsections 9.20.1, 9.20.2, 9.20.3, 9.22.1 and 9.22.2, and shall not reserve capacity or capability for those services shown in Subsections 9.20.4, 9.20.5, 9.20.6, 9.20.7, 9.20.8, 9.20.9, 9.20.10, 9.22.3, 9.22.4, 9.22.5, and 9.22.6.
 - 9.25 For gas that is scheduled for delivery at interconnections with other pipelines, the priority of service will be established

Effective Date: 12/01/2008 Status: Effective

FERC Docket: RP09-36-000

Seventh Revised Sheet No. 231 Seventh Revised Sheet No. 231

Superseding: Sixth Revised Sheet No. 231

GENERAL TERMS AND CONDITIONS (Continued)

9. NOMINATION AND SCHEDULING PROCEDURES (Continued)

consistent with the priority of the transportation service used to transport the gas to such interconnection.

10. ALLOCATION OF UNCOMMITTED CAPACITY

10.1 Firm services: Based on determinations made by Transporter, the estimated amount of available uncommitted firm mainline, storage, and receipt and/or delivery point capacity or capability will be posted by Transporter via Transporter's Interactive Website. Transporter shall determine the estimated amount of available uncommitted firm mainline capacity by calculating the difference between the estimated capacity of each line section as denoted on the system maps contained in this Tariff and the amount of capacity that has been reserved by Shippers in each such line section. The result shall be reflected by Transporter via Transporter's Interactive Website as the estimated amount of uncommitted firm mainline capacity by line section. Transportation service providers should provide on request operationally available capacity separate from unsubscribed capacity. However, due to the complexity of Transporter's grid pipeline system, Transporter must evaluate its ability to provide additional firm service pursuant to a firm service request or bid, on a case by case basis to determine that the request(s) is within the physical capacity or capability of Transporter's system and will have no detrimental operational impacts. Actual available uncommitted firm capacity on Transporter's transmission system is dependent, among other things, upon the specific location and quantities of the gas being received into or delivered out of Transporter's system at key locations, the availability of transfer capacity into and out of the various subsystems denoted on the system maps contained in this Tariff, the direction of flow in the various pipeline line sections and the supplies connected to the system.

10.2 All requests and/or bids for uncommitted firm transportation capacity or storage capability (capacity) shall be submitted to Transporter via Transporter's Interactive Website. Transporter shall accept requests and/or bids for uncommitted firm capacity submitted via

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Seventh Revised Sheet No. 231A Seventh Revised Sheet No. 231A

Superseding: Sixth Revised Sheet No. 231A

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

alternate method acceptable to Transporter, i.e., facsimile, mail or hand-delivery, in an emergency situation or, at the discretion of Transporter, in other instances when potential Shipper is unable to communicate such request via Transporter's Website. Requests and/or bids submitted via such alternate method must be tendered on the Service Request Form provided on Transporter's Website under Other Information. Potential Shipper(s) shall contact Transporter by telephone, prior to sending requests and/or bids via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter that a request and/or bid is forthcoming. All requests and/or bids, excluding the potential Shipper's name but including the terms and conditions of such requests and/or bids, will be posted by Transporter via Transporter's Interactive Website within one (1) business day of receipt upon validation that the potential Shipper has met the creditworthiness and prepayment requirements contained in Subsections 7.7 and 7.8 and 10.4.4 of these General Terms and Conditions, respectively.

10.2.1 If the requested capacity must be evaluated as stated in Subsection 10.1 or is for a term greater than 31 days, all such requests must be received for posting as follows:

A request for firm capacity for a period of one (1) year or longer will be accepted no earlier than one (1) year in advance of the requested date for commencement of service. A request for firm capacity for a period of less than one (1) year but greater than 31 days will be accepted no earlier than six (6) months in advance of the requested date for commencement of service. All requests must be received no later than 11:30 a.m. (Central Clock Time) on the fifth (5th) business day in advance of the

Effective Date: 03/13/2009 Status: Effective

FERC Docket: RP09-356-001

Substitute Eighth Revised Sheet No. 232 Substitute Eighth Revised Sheet No. 232 Superseding: Eighth Revised Sheet No. 232

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

requested date for commencement of service.

- 10.2.2 A request(s) for uncommitted firm capacity that has been accepted by Transporter pursuant to Subsection 10.2 for posting may be modified or withdrawn by the requesting Shipper(s) anytime during the bid period.
 - 10.2.2.1 If no bid is posted, requesting Shipper may modify the request to change the commencement date, the termination date and/or the requested capacity through the end of the first (1st) business day of the bid period. After the first (1st) business day of the bid period through the end of the bid period, the requesting Shipper may change the termination date and/or the requested capacity.
 - 10.2.2.2 After a bid is posted, requests may be modified to extend the termination date and/or increase the requested capacity through the bid period. If a request is withdrawn after a bid has been posted, such requesting Shipper will only be permitted to submit a bid in accordance with Subsection 10.3 in which the net present value is greater than the net present value of the withdrawn request.
- 10.2.3 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive the posting requirement to allow requests for uncommitted firm capacity to be posted earlier than one (1) year or six (6) months, in advance of the date for commencement of service, as described in Subsection 10.2.1. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Interactive Website.
- 10.3 Bidding on request(s) for uncommitted firm capacity will open with the electronic posting of requests for such firm service and will remain open through the earlier of five (5) business days following the electronic posting of such request(s) or 5:00 p.m. (Central Clock Time) on the fourth (4th) business day prior to the commencement date.

Effective Date: 03/23/2006 Status: Effective

FERC Docket: RP06-228-000

Fourth Revised Sheet No. 232A Fourth Revised Sheet No. 232A: Effective

Superseding: Third Revised Sheet No. 232A

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

- 10.3.1 Bid(s) may be withdrawn any time during the bidding period. However, once a bidding Shipper withdraws a bid, such bidding Shipper shall not be permitted to resubmit any bid in which the net present value is less than the net present value, as determined in accordance with Subsection 10.4 hereof, of the withdrawn bid.
- 10.3.2 $\operatorname{Bid}(s)$ may be modified to extend the termination date and/or increase the requested capacity throughout the bid period.
- 10.4 Upon receipt of a request(s) and/or bid(s) for firm service, Transporter will undertake the analysis described above in Subsection 10.1 to determine its ability to fulfill the request or bid without detrimental operational impacts. As soon as practical, but no later than the earlier of 8:30 a.m. (Central Clock Time) on the first (1st) business day prior to the requested commencement of service or 8:30 a.m. (Central Clock Time) on the sixth (6th) business day following the bid period closing, Transporter will notify potential successful Shipper(s) as determined in accordance with Subsection 10.4 herein.

Effective Date: 12/17/2007 Status: Effective

FERC Docket: RP08- 68-000

Sub Seventh Revised Sheet No. 232B Sub Seventh Revised Sheet No. 232B : Effective

Superseding: Substitute Sixth Revised Sheet No. 232B

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

years. Uncommitted firm capacity will be awarded to successful potential Shippers based upon the highest net present value per unit of demand to the lowest net present value per unit of demand. A potential Shipper paying a negotiated rate will be awarded uncommitted firm capacity in accordance with Subsection 51.3 of these General Terms and Conditions. If a bidding Shipper(s) has been determined to be the successful potential Shipper, the requesting Shipper shall have until the earlier of twenty-four (24) hours from notification or 9:30 a.m. (Central Clock Time) on the first business day prior to the requested commencement date to match or exceed the net present value per unit of demand of the higher bid. If the requesting Shipper does not elect to match or exceed the higher bid and should sufficient capacity not exist to satisfy identical successful requests and/or bids under the appropriate economic standard, the capacity will be awarded to the successful potential Shipper(s) based upon the order the requests and bids were posted, beginning with the first posted request or bid until all available capacity is awarded. If identical successful bids are posted simultaneously, Transporter will pro rate such available uncommitted firm capacity between such successful potential Shippers. Nothing herein shall require Transporter to accept a request or bid which provides a discounted rate for acquiring such service. In addition, all awards of firm capacity must be for continuous service at a constant quantity for the entire term of the Service Agreement. Transporter will award capacity for non-continuous service at a constant quantity for the entire term of the Service Agreement if the capacity is not available for a portion of the requested term of the Service Agreement. Transporter will post notification of all successful request(s) and/or bid(s), along with the successful Shipper's name, after a Service Agreement has been executed by the Shipper and Transporter.

- 10.4.1 Capacity Allocation: Request(s) and/or bid(s) for receipt and/or delivery point capacity in excess of the maximum capacity available at such receipt and/or delivery point(s), shall be reduced by Transporter to the maximum capacity available at such receipt and/or delivery point(s). Request(s) and/or bid(s) for mainline capacity in excess of the mainline capacity determined by Transporter in accordance with the provisions of Subsection 10.1 of these General Terms and Conditions shall be reduced by Transporter to the maximum mainline capacity available.
- 10.4.2 Multiple Requests: If Transporter posts multiple requests for capacity with overlapping terms and bid periods, such requests

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Eighth Revised Sheet No. 232C Eighth Revised Sheet No. 232C

Superseding: Seventh Revised Sheet No. 232C

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

by each successful potential Shipper at such point(s) to the total capacity requested by all successful potential Shippers at such point(s).

- All successful requests or bids for uncommitted firm capacity are binding. Transporter's offer to provide service shall be null and void if the successful Shipper either fails to execute the tendered Service Agreement the earlier of one (1) hour prior to the timely nomination deadline on the last business day prior to the requested commencement of service or two (2) business days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff. If Transporter's offer to provide service is deemed null and void, Transporter will then award the capacity to the Shipper with the next highest net present value per unit of demand, calculated in accordance with Subsection 10.4 of these General Terms and Conditions, if that request or bid is acceptable to Transporter. If Transporter finds no other request or bid acceptable, capacity shall be posted again via an electronic communication mechanism and thereby made available for new requests.
- 10.4.4 Firm transportation and storage service requests, bids and pre-arranged Service Agreements require a prepayment. This prepayment shall be equal to the lesser of \$10,000, or one month's maximum reservation charge. Such prepayment shall be applied to amounts due Transporter for services rendered once service commences or refunded following the determination by Transporter that it is unable to provide the service requested by potential Shipper. The prepayment also shall be refunded if Shipper withdraws its request or bid prior to the end of the bidding period. If such successful potential Shipper withdraws its request or bid after the end of the bidding period or fails to execute a Service Agreement tendered by Transporter, the prepayment shall be forfeited to Transporter.
 - 10.4.4.1 If a Shipper does not have an executed Service Agreement or has not provided sufficient credit as required in Subsection 7.7 of these General Terms and Conditions by the end of the bidding period, Shipper shall provide the prepayment prior to the end of the bidding period.

Effective Date: 12/01/2008 Status: Effective

FERC Docket: RP09-36-000

Fifth Revised Sheet No. 232D Fifth Revised Sheet No. 232D

Superseding: Fourth Revised Sheet No. 232D

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

- 10.6 Transporter may enter into a pre-arranged Service Agreement with any potential Shipper for available unsubscribed capacity that is currently posted on Transporter's Interactive Website provided that Transporter shall post the terms of the pre-arranged transaction in accordance with the time periods specified in Subsection 10.3 herein and potential Shippers will have an opportunity to bid on the capacity in accordance with this Section 10. If a bidding Shipper(s) has been determined to be the successful potential Shipper, the pre-arranged Shipper shall have until the earlier of twenty-four (24) hours from notification or 9:30 a.m. (Central Clock Time) on the first business day prior to the requested commencement date to match or exceed the net present value per unit of demand of the higher bid. If the pre-arranged Shipper elects not to match or exceed a higher competing bid, the capacity shall be awarded in accordance with Subsection 10.4 of these General Terms and Conditions.
- 10.6.1 Capacity that is reserved under a pre-arranged transaction will be made available for firm service on a limited term basis up to the commencement date of the pre-arranged Service Agreement in accordance with Subsections 10.1, 10.2, 10.3 and 10.4 of these General Terms and Conditions. For such limited term service, Transporter reserves the right to limit Shipper rollover rights and rights of first refusal in accordance with Section 24, if, and to the extent that, such rights would permit the limited term Shipper to extend its service beyond the commencement date of the pre-arranged Service Agreement. Transporter will indicate in a posting any limitations on such rights that will apply to such limited term transportation service.
- Transporter may elect to reserve, for future expansion projects, uncommitted firm transportation capacity or capacity under expiring or terminating Service Agreements where such agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Transporter may only reserve capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date Transporter posts such capacity as being reserved. If Transporter elects to reserve capacity for future expansion projects under this Subsection, such capacity may be reserved for up to one year prior to Transporter filing for certificate approval for construction of the proposed expansion under Section 7 of the Natural Gas Act, and thereafter until such expansion is placed into service. Capacity that is reserved for a future expansion project will be made available for firm service on a limited term basis up to the commencement date of the expansion project Service Agreement in accordance with Subsections 10.1, 10.2, 10.3 and 10.4 of these General Terms and Conditions. For such limited term service, Transporter reserves the right to limit Shipper rollover rights and rights of first

Effective Date: 12/01/2008 Status: Effective

FERC Docket: RP09-36-000

Third Revised Sheet No. 232E Third Revised Sheet No. 232E

Superseding: Second Revised Sheet No. 232E

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

10.7.2.5 The projected in-service date of the expansion project; and,

10.7.2.6 On a rolling basis, how much of the reserved capacity has been sold on a limited term basis.

- 10.7.3 Transporter's posting for capacity to be reserved under this Subsection shall also include a non-binding solicitation for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post such solicitation for turnback capacity no later than 90 days after the close of the expansion project open season.
- 10.7.4 Any capacity reserved under this Subsection for an expansion project that does not go forward because Transporter does not file any required application with the FERC within one year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as available capacity within 30 days of the date such capacity becomes available subject to then existing commitments for such capacity.
- 10.7.5 Minimum Rate. Transporter has the option to establish a minimum acceptable rate for any available capacity before such capacity is posted. Transporter is not required to disclose the minimum rate at the time of posting, but a record of such rate must be maintained for a period of three years for audit purposes.
- 10.7.6 Minimum Term. For available capacity that Transporter wishes to reserve for a future expansion project, Transporter may also establish a minimum acceptable term. Transporter will use the same minimum term as used for the expansion project if the expansion project open season is held prior to or during the term available capacity is posted for bid. If the expansion project open season is held after available capacity has been reserved and/or if the minimum term imposed on expansion shippers is materially different from the minimum term reflected in the capacity posting, Transporter will repost the reserved capacity for bid in accordance with Section 10.6.1.

Effective Date: 03/23/2006 Status: Effective

FERC Docket: RP06-228-000

Second Revised Sheet No. 232A.01 Second Revised Sheet No. 232A.01: Effective

Superseding: First Revised Sheet No. 232A.01

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

Transporter will use a net present value per unit of demand calculation described herein to determine the priority of operationally feasible requests and/or bids. The net present value calculation will be performed by discounting the revenues to be received (i.e., the stream of cash flows created by the reservation/demand charges) utilizing the amount of capacity requested and the term of service (or period over which the cash flows will be generated) and a discount rate equivalent to the overall return on rate base underlying Transporter's currently effective rates. The present value of the revenues to be received will be divided by the MDDQ or MSDQ, as applicable, to arrive at the net present value per unit of demand. In the event a request or bid specifies a term greater than twenty (20) years in length, the termportion of the net present value calculation will be limited to twenty (20)

Effective Date: 12/17/2007 Status: Effective

FERC Docket: RP08- 68-000

Sub Second Revised Sheet No. 232B.01 Sub Second Revised Sheet No. 232B.01: Effective

Superseding: Sub First Revised Sheet No. 232B.01

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

and the bids on such requests will be evaluated on an equal basis as a group if they share a line section and/or transfer point. All such requests and/or bids will be subject to the bid and award periods applicable to the earliest ending bid period.

10.4.2.1 In cases of insufficient mainline capacity to satisfy identical successful multiple requests and the bids on such requests (after any applicable reductions in accordance with Subsection 10.4.1), Transporter shall allocate available mainline capacity pro rata based on the total capacity requested by each successful potential Shipper to the total capacity requested by all successful potential Shippers.

10.4.2.2 In cases of sufficient mainline capacity but insufficient receipt and/or delivery point capacity to satisfy identical successful multiple requests and the bids on such requests (after any applicable reductions in accordance with Subsection 10.4.1), Transporter shall allocate available capacity at such point(s) pro rata based on the total capacity requested

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Second Revised Sheet No. 232C.01 Second Revised Sheet No. 232C.01

Superseding: First Revised Sheet No. 232C.01

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

10.4.4.2 If a Shipper has an executed Service Agreement and has provided sufficient credit as required in Subsection 7.7 of these General Terms and Conditions, Shipper shall not be required to provide a prepayment prior to the end of the bidding period. Should such Shipper be a successful Shipper and withdraw its request or bid after the end of the bidding period or fail to execute the Service Agreement tendered by Transporter, Shipper shall pay Transporter the lesser of \$10,000 or one month's maximum reservation charge.

10.5 Transporter shall post on Transporter's Website specific unsubscribed capacity paths available for 31 days or less that do not require evaluation pursuant to Subsection 10.1 or posting and bidding pursuant to Subsections 10.2 and 10.3. Any unsubscribed capacity will be sold on a first come first serve basis. Shipper(s) must request a constant quantity of such unsubscribed capacity for the remainder of the current month or for the entire term of the following month, at Transporter's maximum reservation charge. Such requests must be received no later than 9:00 a.m. (Central Clock Time) at least one (1) day in advance of the requested date for commencement of service. All requests will be considered binding on Shipper(s) upon submission.

Shipper must meet the creditworthiness and prepayment requirements as contained in Subsections 7.7 and 7.8 and 10.4.4 of the General Terms and Conditions no later than 10:00 a.m. (Central Clock Time) at least one (1) day in advance of the requested date for commencement of service in order for Transporter to accept such request.

Transporter shall notify Shipper electronically of Transporter's acceptance of such request to which Shipper(s) agreed to be bound. Transporter shall send Shipper a hard copy of a Service Agreement no later than one (1) business day after commencement of service. Shipper shall have two (2) business days to execute such Service Agreement and return it to Transporter.

Effective Date: 12/01/2008 Status: Effective

FERC Docket: RP09-36-000

Second Revised Sheet No. 232D.01 Second Revised Sheet No. 232D.01

Superseding: First Revised Sheet No. 232D.01

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

refusal in accordance with Section 24, if, and to the extent that, such rights would permit the limited term Shipper to extend its service beyond the commencement date of the expansion project Service Agreement. Transporter will indicate in a posting any limitations on such rights that will apply to such limited term transportation service.

- 10.7.1 Prior to reserving capacity for future expansion projects under this Subsection, Transporter shall first make such capacity available to any Shipper or potential Shipper by posting such capacity on Transporter's Interactive Website for a time period of five (5) business days. Upon expiration of such time period, any bids for such uncommitted firm transportation capacity shall conform to the bidding and award procedures under Subsections 10.3 and 10.4 of these General Terms and Conditions.
- 10.7.2 Capacity that remains available after the posting and/or bidding procedure in accordance with Subsection 10.6.1 may be reserved by Transporter by means of a posting on Transporter's Interactive Website which shall include, but not be limited to:
 - 10.7.2.1 A description of the expansion project for which the capacity will be reserved;
 - 10.7.2.2 The total quantity of capacity to be reserved;
 - 10.7.2.3 The location of the proposed reserved capacity on Transporter's system;
 - 10.7.2.4 When Transporter held or anticipates holding an open season or otherwise posting the capacity for bidding under the expansion project;

FERC Docket: RP98-359-000

First Revised Sheet No. 232A.1 : Effective

Superseding: Original Sheet No. 232A.1

GENERAL TERMS AND CONDITIONS (Continued)

10. ALLOCATION OF UNCOMMITTED CAPACITY (Continued)

detrimental operational impacts, Transporter will use a net present value per unit of demand calculation described herein to determine the priority of operationally feasible requests. The net present value calculation will be performed by discounting the revenues to be received (i.e., the stream of cash flows created by the reservation/demand charges) utilizing the amount of capacity requested and the term of service (or period over which the cash flows will be generated) and a discount rate equivalent to the overall return on rate base underlying Transporter's currently effective rates. The present value of the revenues to be received will be divided by the MDDQ or MSDQ, as applicable, to arrive at the net present value per unit of demand. In the event a request specifies a term greater than twenty (20) years in length, the term-portion of the net present value calculation will be limited to twenty (20)

Effective Date: 06/02/2006 Status: Effective

FERC Docket: RP06-344-000

Third Revised Sheet No. 233 Third Revised Sheet No. 233: Effective

Superseding: Second Revised Sheet No. 233

GENERAL TERMS AND CONDITIONS (Continued)

11. RATE OF DELIVERY

- 11.1 Rate of Delivery: At each point of receipt and point(s) of delivery, the Transporter and Point Operator shall use its best efforts to deliver, or cause to be delivered, gas at reasonable uniform hourly and daily rates of flow; provided, however, either Transporter or Point Operator may request the other to change the flow rates of receipt and/or delivery. Upon request, Transporter or Point Operator will make such change to the extent that it can, in its judgment, without reducing its deliveries of gas to any other customer to a quantity below that which it could and otherwise would deliver.
 - 11.1.1 The Transporter's obligation to deliver shall not exceed 6.2 percent of Shipper's Rate Schedule FT-1 MDDQ as specified in Exhibit A to Shipper's Service Agreement, as adjusted pursuant to the CAP, in any given hour.

12. RECEIPT/DELIVERY POINTS

- 12.1 Transporter shall unbundle its system at the point of receipt of gas into its facilities.
- 12.2 In the event Transporter determines that gas sales and/or transfers are necessitated by the general operation of its transportation and storage systems, Transporter shall make such gas sales and/or transfers and shall designate the point for such sale(s) and/or transfer(s) as follows:
 - 12.2.1 For sales transactions involving excess storage inventory owned by Transporter, the point of sale shall be in Transporter's aggregate storage facilities.
 - 12.2.2 For transactions associated with fuel reimbursement, the point of transfer shall be at the receipt point(s) identified on Shipper's Service Agreement for the gathering, storage and/or transportation service, as applicable.

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Eighth Revised Sheet No. 234 Eighth Revised Sheet No. 234

Superseding: Seventh Revised Sheet No. 234

GENERAL TERMS AND CONDITIONS (Continued)

12. RECEIPT/DELIVERY POINTS (Continued)

- 12.2.3 For transactions associated with balancing, the point of transfer shall be at the point at which the imbalance occurred.
- 12.3 The level of receipts and deliveries shall be limited by the physical capability (maximum capacity) of each such point and upstream and/or downstream pipeline capacity. The maximum capacity of each point is listed on the Master Receipt/Delivery Point List provided by Transporter via its Website. Transporter shall update this List as information changes.
- 12.4 Receipts and/or deliveries at more than one point: When more than one point(s) of receipt and/or delivery is designated, Shipper and Transporter shall agree as to the maximum amount of gas to be received or delivered at any time at each point(s) (which amounts may not exceed the MDRQ and MDDQ specified for such point(s), each as adjusted pursuant to the CAP). The allocation between point(s) of receipt and delivery of gas to be transported shall be set forth in the Service Agreement.
 - 12.4.1 Receipt(s) and/or delivery(ies) at one point to more than one Shipper: When Transporter receives gas at a point(s) of receipt or delivers at a point(s) of delivery for more than one Shipper, unless otherwise agreed upon, the procedure for apportioning the total measured delivery to each Shipper shall be in accordance with Subsection 12.4.2.
 - 12.4.2 Allocation of Receipts and Deliveries:

Notification of Allocation Rules: Upon receipt of a request from Shipper, Transporter will notify Shipper which of the following rules govern the allocation of Shipper's gas at Shipper's requested receipt and delivery point(s).

12.4.2.1 Interconnecting Pipeline Operational Balancing Agreement: If gas is to be received and/or delivered at interconnections with other pipelines, Transporter may enter into an Operational Balancing Agreement (OBA),

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Seventh Revised Sheet No. 235 Seventh Revised Sheet No. 235

Superseding: Sixth Revised Sheet No. 235

GENERAL TERMS AND CONDITIONS (Continued)

12. RECEIPT/DELIVERY POINTS (Continued)

with such interconnecting pipeline(s), pursuant to mutual agreement. The OBA is provided on Transporter's Website under Other Information and follows the format of the NAESB WGQ Model OBA [NAESB Model 6.5.2]. Any variance between scheduled receipt and/or delivery quantities and actual flowing gas then shall be treated in accordance with the OBA

- 12.4.2.2 Receipt Point Operational Balancing Agreement: If gas is to be received at a receipt point designated on Transporter's Master Receipt Point List or Master Gathering Point List, Transporter may enter into a Receipt Point Operational Balancing Agreement (ROBA) provided on Transporter's Website under Other Information, with the Controlling Party at such receipt point, pursuant to mutual agreement. Any variance between scheduled receipt quantities and actual receipt quantities then shall be treated in accordance with the ROBA.
- 12.4.2.3 Predetermined Allocations: The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. The transportation service providers should accept NAESB-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. The same standard allocation methodologies should be available for use at all points.
 - 12.4.2.3.1 Predetermined Allocation Methodology: At receipt and/or delivery point(s) other than point(s) with an OBA or ROBA in effect, where gas is to be received for the account of and/or delivered to more than one Shipper, the upstream or downstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before start of gas day, in writing or via an electronic communication mechanism, which allocates receipt(s) or delivery(ies) daily at each receipt and/or delivery point based upon scheduled nominations.

Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

Seventh Revised Sheet No. 235A Seventh Revised Sheet No. 235A: Effective

Superseding: Sixth Revised Sheet No. 235A

GENERAL TERMS AND CONDITIONS (Continued)

12. RECEIPT/DELIVERY POINTS (Continued)

Predetermined allocation methodologies are ranked, pro rata, percentage, swing or operator provided value. The allocating party should send back "confirmation" of receipt of the pre-determined allocation within 15 minutes. Predetermined allocation methodologies will be allowed to change prospectively, but only one predetermined allocation methodology may be in effect per gas day. Receipt and Delivery Predetermined Allocation (PDA) Forms for Shipper's use in submitting receipt and/or delivery predetermined allocation methodologies can be found on Transporter's Website at ebb.wbip.com.

- 12.4.2.4 In the absence of an executed OBA, ROBA, or a predetermined allocation methodology, actual receipt(s) or delivery(ies) at each receipt/delivery point will be allocated by Transporter on a pro rata basis among all receipts and deliveries scheduled at each point.
- 12.4.2.5 In the event either party discovers an error in the allocation of receipt(s) and/or delivery(ies), such error should be identified within six (6) months from the date of the initial month-end allocation. The other party shall have three (3) months from the month in which the error was identified to dispute such error. This timeline shall not apply in the case of deliberate omission, misrepresentation or mutual mistake of fact. The parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this provision.
- 12.5 Replacement points (i.e., flexible firm receipt and delivery points) shall be permitted under Rate Schedule FT-1, consistent with existing contract demand, without posting or bidding to the extent that there is available firm capacity at the replacement point(s) and the proposed change in receipt and/or delivery point(s) is in the

Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

Sixth Revised Sheet No. 236 Sixth Revised Sheet No. 236: Effective

Superseding: Fifth Revised Sheet No. 236

GENERAL TERMS AND CONDITIONS (Continued)

12. RECEIPT/DELIVERY POINTS (Continued)

contract path and gas flow is in the same direction as the existing transaction specified for the primary receipt and delivery point(s).

- 12.5.1 When the original primary receipt and/or delivery point(s), or portion of the capacity thereof, is deleted from the Service Agreement through an amendment, the deleted capacity at that original primary point(s) will not be held for that Shipper.
- 12.5.2 Shipper(s) shall be permitted to contract for additional firm receipt and/or delivery points in accordance with the bidding procedures described in Section 10 of these General Terms and Conditions to the extent that there is available firm capacity at the additional point(s) and in the proposed contract path.
- 12.6 Alternate receipt and delivery point(s) shall be permitted under Rate Schedule FT-1 on an interruptible basis so long as there is available capacity at such point(s), there is available capacity on the transmission system between such point(s) and the original contract path and there is available capacity on the transmission system after considering any change in the direction of gas flow as compared to the existing transaction specified for the primary receipt and delivery points. The maximum receipt and/or delivery quantity specified for the alternate receipt and/or delivery point(s) cannot exceed the lesser of the physical capability of such point(s) or the MDRQ and/or MDDQ specified for the associated primary point(s).
 - 12.6.1 Alternate receipt and/or delivery point(s) may be permitted so long as such point(s) is specified on the Master Receipt/Delivery Point List posted on Transporter's Interactive Website, as may be revised from time to time. Scheduling priority for alternate receipt and/or delivery point(s) shall be in accordance with Section 9 of these General Terms and Conditions.

Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

Fourth Revised Sheet No. 237 Fourth Revised Sheet No. 237: Superseded

Superseding: Third Revised Sheet No. 237

GENERAL TERMS AND CONDITIONS (Continued)

12. RECEIPT/DELIVERY POINTS (Continued)

- 12.6.2 Any rate discount granted by Transporter to Shipper(s) at the initial primary receipt and/or delivery point(s) will not be automatically granted at the alternate point(s). However, Transporter's actions with regard to the granting of discounts at alternate receipt and/or delivery point(s) shall be non-discriminatory.
 - 12.6.2.1 A Shipper with discounted firm transportation service may request that such discounted service apply at an alternate or segmented point(s) of receipt and/or delivery. There shall be a rebuttable presumption that Shipper shall retain its discounted service for firm transportation service utilizing such point(s) if Transporter grants discounted service to other transactions utilizing such point(s). However, Transporter retains its right to rebut this presumption by demonstrating that the service to Shipper at such alternate or segmented point(s) is not similarly situated to other transactions receiving discounted service at such point(s). If Shipper receives discounted service for firm transportation service utilizing the alternate or segmented point(s), Shipper shall pay the higher of its current rate discount or the rate discount being offered at such point(s).
 - 12.6.2.2 On any business day, at least two (2) hours prior to any nomination deadline, as described in Section 9 of these General Terms and Conditions, a Shipper with discounted firm transportation service may submit a request, as provided in Subsection 7.7.1 of these General Terms and Conditions, to use such rate discount at an alternate or segmented point(s). The discount request must be submitted by facsimile or other acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. Transporter shall respond to the request within two (2) hours of its receipt by Transporter. However, any request under this Subsection received between 4:00 p.m. and 6:30 a.m. shall be responded to by 8:30 a.m. the following business day (Central Clock Time).
- 12.7 Shippers with an executed Service Agreement under Rate Schedule FTN-1 are not eligible to designate or use replacement, alternate, or segmented delivery point(s) under such Service Agreement. Shippers receiving transportation service pursuant to specific NGA Section 7(c) certificates are not eligible to designate or use replacement, alternate, or segmented receipt/delivery point(s).

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP00-463-004

Original Sheet No. 237A Original Sheet No. 237A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

13. INTERRUPTION

Transporter may impose daily interruptions as permitted by Service Agreement or Rate Schedule. For a more detailed explanation of system interruption priorities, see Subsections 9.21 and 9.23 of the General Terms and Conditions of this Tariff.

- 13.1 Insufficient Capacity: When force majeure or other operational circumstances arise which restrict Transporter's ability to provide gathering, storage and/or transportation service for all gas tendered under Service Agreements, which circumstances require service to be allocated or interrupted, service shall be allocated or interrupted in accordance with the following:
 - 13.1.1 Firm services: Where available capacity is less than the aggregate capacity required to satisfy all nominations for firm gathering, storage and/or transportation services, the following principles shall apply:
 - 13.1.1.1 The basis for allocating firm capacity on a pro rata basis on Transporter's system, or for any specific facilities on Transporter's system, shall be the aggregate of the firm nominations (for gathering service), MSDQ's or MSIQ's where appropriate (for storage service), and MDDQ's (for transportation

FERC Docket: RP99- 2-000

Second Revised Sheet No. 238 Second Revised Sheet No. 238 : Effective

Superseding: First Revised Sheet No. 238

GENERAL TERMS AND CONDITIONS (Continued)

13. INTERRUPTION (Continued)

service) associated with the affected portion(s) of Transporter's system for all firm gathering, storage and/or transportation services, respectively.

- 13.1.1.2 The individual allocations of capacity shall be determined by dividing the relevant quantities, as described above, for a firm gathering, storage and/or transportation Shipper by the sum of the relevant quantities of all firm service Shippers obtaining the respective service through the facilities where capacity is constrained. The resulting factor shall be multiplied by the available capacity to determine the amount of capacity available to a particular firm gathering, storage and/or transportation Shipper.
- 13.2 Interruptible services: Any necessary reduction in, or interruption of, service under an interruptible Service Agreement, will be accomplished as described in Subsections 9.21 and 9.23 of these General Terms and Conditions.
- 13.3 Gathering services: The priority of service on Transporter's gathering system for each gathering transaction shall be established on the same basis as the priority of service of the transportation service used to transport the gas from the interconnection of the gathering facilities with Transporter's transmission system.
- 13.4 In the event that capacity is restricted on a part, but not all, of Transporter's system, interruptions will be limited to those Shippers utilizing the part of the system on which the restriction has occurred in the same manner as described above.
- 13.5 Protection of life and property: Transporter and Shipper shall cooperate in making any adjustments, if possible, which may be necessary to avoid or forestall irreparable injury to life or property.
- 13.6 Liability for interruption: If service under this Tariff is interrupted consistent with this Section 13, Transporter shall

FERC Docket: MT99- 12-000

First Revised Sheet No. 239 First Revised Sheet No. 239 : Effective Superseding: Original Sheet No. 239

GENERAL TERMS AND CONDITIONS (Continued)

13. INTERRUPTION (Continued)

not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruption of service is shown to be the result of gross negligence by Transporter.

14. RESERVED FOR FUTURE USE

FERC Docket: MT99- 12-000

Sheet Nos. 240-242 Sheet Nos. 240-242 : Effective

SHEET NOS. 240-242

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 241 Original Sheet No. 241: Superseded

GENERAL TERMS AND CONDITIONS (Continued)

14. SUPPLY CURTAILMENT (Continued)

Priority 1 - Residential, small commercial (less than 50 Mcf on the consumer's peak day) schools, hospitals and similar institutions, and any other requirements the curtailment of which the Secretary of Energy determines would endanger life, health, or maintenance of physical property.

Priority 2(a) - Essential agricultural use requirements of less than 300 Mcf on the consumer's peak day at a single location; and essential agricultural use requirements for non-boiler fuel purposes at locations using 300 Mcf or more on the consumer's peak day, if such user does not have the ability to use an alternative fuel, as determined under Subpart C of Part 281 of the FERC's Regulations.

Priority 2(b) - Large commercial requirements (50 Mcf or more on the consumer's peak day); industrial requirements for plant protection; essential industrial process or feedstock use; small industrial requirements (less than 50 Mcf on the consumer's peak day); and requirements of the U.S. Government for national defense purposes.

Priority 2(c) - Essential agricultural use requirements for boiler fuel purposes at locations using 300 Mcf or more on the consumer's peak day, if such user does not have the ability to use an alternative fuel, as determined under Subpart C of Part 281 of the FERC's Regulations.

Priority 3 - All industrial requirements not specified in Priorities 2(a), 2(b), or 2(c) where the total annual industrial requirements at a single location are 36,720 Mcf or less.

Priority 4 - All large industrial requirements not specified in Priorities 2(a), 2(b), 2(c), or 3.

All requirements in any priority shall be completely curtailed before any curtailment is imposed on the next highest priority. Priorities 2(a), 2(b), and 2(c) shall be considered as separate priorities.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 13-004

Original Sheet No. 242 Original Sheet No. 242: Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- 14. SUPPLY CURTAILMENT (Continued)
 - 14.3.3 If the quantity of Merchant Division's gas available for a priority category is inadequate to meet the Priority Relief Requirements of those Shippers entitled to relief in such priority category, the quantity of Merchant Division's gas to be assigned to each Shipper in such category shall be its prorated share based on the ratio of the Shipper's Priority Relief Requirements in that category to the total Priority Relief Requirements of all Shippers in such category. In no event, however, shall the protection afforded by the provisions hereof result in volumes delivered to Shipper in excess of its Daily Sales Entitlement.
 - 14.4 Relief from Curtailment in Emergency Situations: Transporter recognizes that exceptions to the levels of curtailment resulting from this Section 14 may be required in response to emergency situations (including environmental emergencies) when deliveries of gas in excess of curtailed levels are required to forestall irreparable injury to life or property or to provide for minimum plant protection. Any Shipper seeking emergency relief on this basis shall have the burden of establishing the nature and extent of its problem and the minimum quantity of gas needed to avoid irreparable injury to life or property. Transporter shall not be liable for granting exceptions from curtailment if such exception is based upon information submitted by Shipper to Transporter. In no event, however, shall the protection afforded by the provisions hereof result in volumes delivered to Shipper in excess of its Daily Sales Entitlement.

When Shipper declares an emergency situation in order to forestall irreparable injury to life or property, Shipper shall certify to Transporter by affidavit:

- (1) the nature and extent of the emergency;
- (2) that all sources of gas supply available to Shipper, including peak-shaving and storage, have been utilized to the fullest extent possible;
- (3) that all interruptible services of Shipper have been curtailed during such emergency situation;

Effective Date: 04/01/1999 Status: Effective

FERC Docket: MT99- 12-000

Third Revised Sheet No. 243 Third Revised Sheet No. 243: Effective

Superseding: Second Revised Sheet No. 243

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES

15.1 For purposes of this Section 15, imbalance shall mean the cumulative difference during a month between the actual receipt quantities, net of any fuel reimbursement provided in-kind, and actual quantities of gas delivered under a transportation Service Agreement up to the date that the determination of the imbalance is made (Eligible Imbalance).

FERC Docket: RP02-483-000

Third Revised Sheet No. 244 Third Revised Sheet No. 244: Effective

Superseding: Second Revised Sheet No. 244

GENERAL TERMS AND CONDITIONS (Continued)

- 15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)
 - 15.2 Shipper and Transporter shall manage receipts and deliveries so that imbalances shall be kept as near zero as practicable on a Service Agreement basis. Provided, however, that nothing herein shall limit Transporter's right to take actions of whatever nature as may be required to correct imbalances which threaten the integrity of its system, including maintenance of service to other Shippers.
 - 15.3 Notification: Transporter shall render to Shipper(s) or otherwise responsible party(ies) a statement of imbalance(s) on or before the ninth (9th) business day of the month following the month during which such imbalance(s) was created. Shipper(s) may at any time request from Transporter point-specific information associated with Shipper(s) Service Agreement(s). Transporter will provide such information on a best-efforts basis.
 - 15.4 Imbalance Resolution:
 - 15.4.1 Transporter shall allow Shipper(s) until the end of the month following the month an imbalance was created to clear such imbalance in accordance with Subsections 15.6, 15.7 and 15.12. Transporter and Shipper shall cash-out any imbalances not cleared by Shipper(s) by the end of the month following the month such imbalance was created in accordance with Subsection 15.5.
 - 15.4.2 Nothing in this Section or Tariff shall preclude Shipper(s) from obtaining imbalance management service from a third party provider.

Effective Date: 11/01/1997 Status: Effective

FERC Docket: RP98- 3-001

Substitute Third Revised Sheet No. 245 Substitute Third Revised Sheet No. 245: Effective

Superseding: Second Revised Sheet No. 245

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

15.5 Cash-Out Procedure: After the period described in Subsection 15.4, Transporter and Shipper shall utilize a cash-out procedure to be reflected in the monthly bill whereby any remaining imbalance represented by the difference between total receipts (net of any fuel reimbursement provided in-kind) and total deliveries under each transportation Service Agreement during the preceding month will be divided by either the total deliveries in the case of a positive imbalance, or the total receipts (net of any fuel reimbursement provided in-kind) in the case of a negative imbalance, in order to determine the applicable percentage of "Excess Receipts" or "Excess Deliveries". The Index Price Multiplier applicable to the resulting imbalance percentage as shown below will be multiplied by the imbalance quantity and the applicable Index

Effective Date: 11/01/1997 Status: Effective FERC Docket: RP98- 3-000

Sheet No. 245A Sheet No. 245A : Effective

SHEET NO. 245A IS NOT ISSUED BUT IS RESERVED FOR FUTURE USE

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 246 Fourth Revised Sheet No. 246: Effective

Superseding: Substitute Third Revised Sheet No. 246

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

Price described below and the resulting dollars will be paid (i) by Transporter to Shipper where total receipts (net of any fuel reimbursement provided in-kind) are greater than total deliveries under a transportation Service Agreement or (ii) by Shipper to Transporter where total deliveries are greater than total receipts (net of any fuel reimbursement provided in kind) under a transportation Service Agreement:

% Excess Rec/Del	Excess Receipts Index Price Multiplier	Excess Deliveries Index Price Multiplier
0 to 4%	100%	100%
4 to 10%	80%	120%
10 to 15%	70%	130%
15 to 20%	60%	140%
Over 20%	50%	150%

15.5.1 The Index Price shall be derived from the Daily Price Survey, Midpoint index price, published in Platt's "Gas Daily" for either Colorado Interstate Gas Company (CIG-N.syst.) or Northern Natural Gas Company (Ventura), during the month following the month of the transaction(s) creating the imbalance. For excess receipt(s), the applicable index price shall be the lowest daily price during the month following the month of the transaction(s) creating the imbalance for either the CIG-N.syst. or the Ventura index. For excess delivery(ies), the applicable index price shall be the highest daily price during the month following the month of the transaction(s) creating the imbalance for either the CIG-N.syst. or the Ventura index.

FERC Docket: RP07-431-000

Seventh Revised Sheet No. 247 seventh Revised Sheet No. 247 : Effective

Superseding: Sixth Revised Sheet No. 247

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

15.5.2 Cash-out Balance Crediting: Transporter shall credit, in accordance with this Subsection, the net cumulative dollar balance at December 31 of each year resulting from Transporter's cash-out procedure described in Subsections 15.5 and 15.5.1 (Cash Account). Transporter's Cash Account shall be the cumulative volumes and dollars received for excess deliveries, less any volumes or dollars received from excess receipts, less the cost of any gas purchased by Transporter to effectuate the cash-out associated with excess deliveries for the twelve month period ending December 31, plus any volumes and dollars, if applicable, from the previous twelve month period ending December 31.

- 15.5.2.1 In the event Transporter's Cash Account includes a positive or zero volume balance and a positive dollar balance, Transporter shall refund the positive dollar balance in accordance with Subsection 15.5.2.3. Any positive volume balance shall be included as an offset to Transporter's Transportation Fuel Use and Lost and Unaccounted For Gas as reflected in Subsection 38.4.2.1.1.2 of these General Terms and Conditions.
- 15.5.2.2 In the event Transporter's Cash Account includes a negative volume balance and positive dollar balance, Transporter shall use the following formula to determine the dollar balance subject to refund in accordance with Subsection 15.5.2.3:

Positive dollar balance - (Negative volume * higher of January 1 index price as posted in "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) or Northern Natural Gas Company (Ventura, Iowa))

15.5.2.3 Transporter shall refund to each Shipper served under Rate Schedules FT-1 and IT-1 the total positive dollar balance under Subsections 15.5.2.1 and 15.5.2.2 for any year in which such balance exceeds \$10,000. Such refund shall be applied to each applicable Shipper's monthly bill issued three (3) months subsequent to December 31 of each year based on the ratio of applicable Shipper's transportation quantities to total transportation quantities for the twelve month period ending December 31. Transporter shall carry over to the subsequent twelve month period ending December 31 any positive dollar balance less than \$10,000 and/or any negative volume and dollar balances.

FERC Docket: RP07-431-000

Original Sheet No. 247A Original Sheet No. 247A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

15.5.2.4 Any imbalance volume and/or dollar balances resulting from Transporter's cash-out procedure described in Subsections 15.5 and 15.5.1 as of June 1, 2007 shall be incorporated into the Cash Account until all such volumes and dollars are accounted for as described in Subsection 15.5.2.

15.5.3 Transporter shall notify Shipper of any imbalance quantities cashed out by reflecting such quantities and amounts in Transporter's monthly bill rendered to Shipper in accordance with Section 19 of these General Terms and Conditions.

FERC Docket: RP02-483-000

Eighth Revised Sheet No. 248 Eighth Revised Sheet No. 248: Effective

Superseding: Seventh Revised Sheet No. 248

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

15.6 Imbalance Trading: For purposes of this Subsection 15.6, Imbalance Trading shall be applicable to all imbalance gas originating as described in Subsection 15.1 (Eligible Imbalances). Trading of Eligible Imbalances will be allowed to the extent that the Shipper initiating such trade agrees to reimburse Transporter to the extent that Transporter recovers less transportation revenue resulting from such trading than would otherwise have been received.

FERC Docket: RP02-483-000

Eighth Revised Sheet No. 248A Eighth Revised Sheet No. 248A: Effective

Superseding: Seventh Revised Sheet No. 248A

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

15.6.1 Requests for all trades and/or confirmation of trades must be submitted via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. After receipt of an Imbalance Trade Confirmation, Transporter should send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (central clock time) the next business day.

15.6.2 Shipper shall have until the close of business on the third (3rd) business day prior to the end of the month in which the Eligible Imbalance(s) is required to be cleared to arrange for an Imbalance Trade transaction, under which all, or any portion of, such Eligible Imbalance(s) may be traded under a Service Agreement(s) with any other Shipper(s) on Transporter's system.

FERC Docket: RP02-483-000

Seventh Revised Sheet No. 248B Seventh Revised Sheet No. 248B: Effective

Superseding: Sixth Revised Sheet No. 248B

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

- 15.6.3 Any Eligible Imbalance(s) which has not been traded as of the close of business on the third (3rd) business day prior to the end of the month in which the imbalance(s) is to be cleared shall be cleared in accordance with Subsection 15.12. Any remaining portion of the Imbalance Trade gas volumes not so nominated and scheduled by month-end shall be corrected and cashed-out in accordance with the procedures described in Subsection 15.5.
- 15.6.4 Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter.
- 15.7 Imbalance Netting: For purposes of this Subsection 15.7, Imbalance Netting shall be applicable to all imbalance gas originating as described in Subsection 15.1 (Eligible Imbalances). Netting of Eligible Imbalances shall include the summing of imbalances or the offsetting of positive and negative imbalances on or across a shipper's contracts. Shipper(s) shall submit requests for Imbalance Netting via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. After validation of a Shipper's Imbalance Netting request, Transporter shall notify Shipper, assign and update the imbalance volumes between the appropriate Shipper's Service Agreement(s). Shipper submitting requests for such netting of Eligible Imbalances agrees to reimburse Transporter to the extent that Transporter recovers less transportation revenue resulting from such netting than would otherwise have been received.

FERC Docket: RP02-483-000

Ninth Revised Sheet No. 248C Ninth Revised Sheet No. 248C: Effective

Superseding: Eighth Revised Sheet No. 248C

GENERAL TERMS AND CONDITIONS (Continued)

- 15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)
 - 15.7.1 Shipper shall have until the close of business on the third (3rd) business day prior to the end of the month in which the Eligible Imbalance(s) is required to be cleared to request Imbalance Netting.
 - 15.7.2 In accordance with Subsection 15.12, a Shipper requesting Imbalance Netting shall have until the end of the month in which the netting was made to nominate and have scheduled any netted imbalance volumes pursuant to this Subsection 15.7. Upon expiration of such

FERC Docket: RP02-483-000

Third Revised Sheet No. 248D Third Revised Sheet No. 248D: Effective

Superseding: Substitute Second Revised Sheet No. 248D

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

period, any remaining portion of the netted imbalance gas volumes not so nominated and scheduled shall be corrected and cashed out in accordance with the procedures described in Subsection 15.5.

- 15.8 Transporter shall not be responsible for damages that result from any interruption in Shipper's service, including where the gas to be traded and/or netted, as herein described in Subsections 15.6 and 15.7, cannot be scheduled and/or transported, and the affected Shipper shall indemnify Transporter against any claims of responsibility.
- 15.9 Imbalance Posting: Shipper will authorize the posting of Eligible Imbalances via an electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. Authorizations to post imbalances that are received by Transporter by 11:45 a.m. should be effective by 8:00 a.m. the next business day (central clock time). Imbalances previously authorized for posting should be posted on or before the ninth business day of the month. Transporter should not be required to post zero imbalances.
- 15.10 Balancing obligations: Transporter shall, to the extent practicable, deliver quantities of gas for Shipper's account concurrently with the receipt of such quantities from Shipper. At no time shall Transporter be required to receive quantities for Shipper's account in excess of the quantities Shipper or Shipper's designee will take delivery of at the point(s) of delivery on a concurrent basis.
- 15.11 Imbalances with other parties: Transporter shall not be responsible for eliminating any imbalances between Shipper and any third party, including imbalances between local distribution companies and specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.

FERC Docket: RP04-410-000

Seventh Revised Sheet No. 249 seventh Revised Sheet No. 249: Effective

Superseding: Sixth Revised Sheet No. 249

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

- 15.12 Nomination and scheduling of imbalance gas: Shipper shall nominate and schedule the gas necessary to clear imbalances. Such gas shall be scheduled last on the system and scheduled and interrupted on a pro rata basis in accordance with Sections 9 and 13.
- 15.13 Balancing upon termination: Upon the termination of a Service Agreement, any imbalance shall be eliminated by the delivery of gas, but in no event shall such curing period go beyond the month end after notification of such imbalance(s). Upon expiration of this curing period, any remaining imbalances shall be corrected in accordance with Subsection 15.5.
- 15.14 Nomination Variance Penalties
 - 15.14.1 Nomination Variance Penalties will only apply to any affected receipt(s) or delivery point(s) during times when the receipt point(s), delivery point(s), and/or associated line section or subsystem is in allocation and/or when the receipt point(s), delivery point(s), and/or associated line section, or subsystem has been interrupted and/or a situation, as described in Subsection 16.2 of these General Terms and Conditions, exists at the receipt point(s), delivery point(s), and/or associated line section, or subsystem. Transporter will notify affected Shippers during the scheduling process, as described in Section 9 of these General Terms and Conditions, of such allocation, interruption or critical situation by an acceptable electronic communication mechanism.
 - 15.14.2 Nomination Variance Penalties for Points Where Facilities Exist to Measure Service on a Daily Basis: Transporter shall impose nomination variance penalties on a receipt and/or delivery point basis for actual point total daily transportation deliveries or receipts which deviate from point total scheduled

FERC Docket: RP04-410-000

Second Revised Sheet No. 249A Second Revised Sheet No. 249A: Effective

Superseding: First Revised Sheet No. 249A

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

quantities by more than the greater of ten (10) percent or two hundred (200) dkt. Point total variances less than or equal to ten (10) percent or two hundred (200) dkt, as applicable, shall not be subject to a nomination variance penalty.

15.14.3 Nomination Variance Penalties for Points Where Facilities Do Not Exist to Measure Service on a Daily Basis: Transporter shall impose nomination variance penalties on a receipt and/or delivery point basis for point total average daily transportation deliveries and/or receipts which deviate

FERC Docket: RP04-410-000

Eighth Revised Sheet No. 250 Eighth Revised Sheet No. 250: Effective

Superseding: Seventh Revised Sheet No. 250

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

from average daily scheduled quantities by more than the greater of ten (10) percent or two hundred (200) dkt. Point total variances less than or equal to ten (10) percent or two hundred (200) dkt, as applicable, shall not be subject to a nomination variance penalty. For purposes of this subsection, the point total average daily transportation deliveries and/or receipts shall be calculated by dividing the point total metered volumes measured for the month at the applicable receipt and/or delivery point(s) by the number of days in the month (or applicable portion thereof) when the variance occurred. Also, for purposes of this subsection, the point total average daily scheduled quantities shall be calculated by dividing the point total scheduled quantities for the receipt and/or delivery point(s) for the month by the number of days in the month (or the applicable portion thereof) when the variance occurred.

All variances between point total actual and point total scheduled quantities at receipt point(s) (whether positive $% \left(s\right) =\left(s\right) +\left(s\right) +\left$ or negative) and at delivery point(s) (whether positive or negative) in excess of the greater of ten (10) percent or two hundred (200) dkt will be charged a penalty rate as the Nomination Variance Penalty. To the extent that a Shipper's total volumes under all its service agreements at a particular receipt/delivery point exceed the ten (10) percent threshold tolerance, such Shipper(s) shall be assessed a pro rata portion of the applicable point total Nomination Variance Penalty. Allocation of the Nomination Variance Penalty among applicable Shipper(s) at each receipt/delivery point shall be on the basis of the ratio of each applicable Shipper(s) variance quantity at such receipt/delivery point to the sum of all applicable Shippers' variance quantities at such receipt/delivery point. For purposes of this Subsection 15.14, the penalty rate used to derive the Nomination Variance Penalty will be equal to the maximum Rate Schedule IT-1 commodity base rate. For purposes of this Subsection 15.14, the maximum Rate Schedule IT-1 commodity base rate effective at the beginning of the month the Nomination Variance Penalty is incurred shall be the penalty rate and shall be treated as a final rate for Nomination Variance Penalty purposes. The Nomination Variance Penalty discussed above shall be determined by multiplying the variance between point total actual and point total scheduled quantities at the relevant

FERC Docket: RP00-463-004

Third Revised Sheet No. 250A Third Revised Sheet No. 250A: Effective

Superseding: Second Revised Sheet No. 250A

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

receipt and/or delivery point(s) in excess of the greater of ten (10) percent or two hundred (200) dkt by the penalty rate

described above.

FERC Docket: RP04-410-000

Sixth Revised Sheet No. 251 sixth Revised Sheet No. 251 : Effective

Superseding: Fifth Revised Sheet No. 251

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

Nomination Variance Charge Credits for nomination variance charges incurred prior to the effectiveness of Order Nos. 637, et seq.: For Nomination Variance Charge Credits associated with nomination variance charges incurred prior to the effectiveness of Order Nos. 637, et seq., Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any finally determined Nomination Variance Charges received from any of Transporter's present and/or future Affiliates (Affiliates). purposes of this Subsection 15.14.5, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers, other than the Affiliates, who did not themselves incur a Nomination Variance Charge obligation under Subsections 15.14.2, 15.14.3 or 15.14.4 during the month in which the Nomination Variance Charge obligation(s) was incurred by the Affiliate(s). The portion of any Nomination Variance Charges to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation delivery quantities to the total of the Qualifying Shippers' monthly transportation delivery quantities for the month in which the Nomination Variance Charge obligation(s) is incurred by the Affiliate(s). Except as specified in Subsection 15.14.5.1, the credit shall be applied to each Qualifying Shipper's monthly bill issued for service rendered during the month the Nomination Variance Charge obligation(s) was paid by the Affiliate(s).

To the extent that credits otherwise would be 15.14.5.1 provided to Qualifying Rate Schedule FT-1 and IT-1 Shippers pursuant to Subsection 15.14.5 based on a Rate Schedule IT-1 rate(s) in effect subject to refund, Transporter will postpone such crediting until after a final order has been issued approving the Rate Schedule IT-1 rate(s) to be effective during the period the Nomination Variance Charge Obligation was incurred by the Affiliate(s). Within thirty (30) days of the issuance of a final order approving the Rate Schedule IT-1 rate(s) to be effective during the period the Nomination Variance Charge obligation was incurred by the Affiliate(s), Williston Basin will calculate the appropriate amounts to be credited using the final approved Rate Schedule IT-1 rate(s) and refund such amounts, with interest from the date credits otherwise

FERC Docket: RP00-107-010

Thirteenth Revised Sheet No. 252 Thirteenth Revised Sheet No. 252: Effective

Superseding: Twelfth Revised Sheet No. 252

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

would have been made pursuant to Subsection 15.14.5 at the FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations, based on the ratio of each Qualifying Shipper's applicable transportation delivery quantities during the applicable period to the total of the Qualifying Shippers' transportation delivery quantities during the period in which the Nomination Variance Charge obligation(s) was incurred by the Affiliate(s).

15.14.6 Nomination Variance Penalty Credits for nomination variance penalties incurred after the effectiveness of Order Nos. 637, et seq.: For Nomination Variance Penalty Credits associated with nomination variance penalties incurred after the effectiveness of Order Nos. 637, et seq., Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Nomination Variance Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. For purposes of this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers who did not themselves incur any Nomination Variance Penalty obligation under Subsections 15.14.2, 15.14.3, or 15.14.4 during the month in which the Nomination Variance obligation(s) was incurred. Nomination Variance Penalty revenues to be credited shall be calculated by summing the revenues received for Nomination Variance Penalties less any costs incurred by Transporter. If the sum is positive (net Nomination Variance Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Nomination Variance Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Nomination Variance Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation delivery quantities to the total of the Qualifying Shippers' monthly transportation delivery quantities for the month in which the Nomination Variance Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Nomination Variance Penalty obligation(s) was paid.

FERC Docket: RP00-107-010

Sixth Revised Sheet No. 252A Sixth Revised Sheet No. 252A: Effective

Superseding: Fifth Revised Sheet No. 252A

GENERAL TERMS AND CONDITIONS (Continued)

- 15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)
 - 15.15 MDDQ Unauthorized Overrun Penalties:
 - 15.15.1 MDDQ Unauthorized Overrun penalties will only apply to any affected delivery point(s) during times when the delivery point(s), and/or associated line section or subsystem is in allocation and/or when the delivery point(s), and/or associated line section, or subsystem has been interrupted and/or a situation, as described in Subsection 16.2 of these General Terms and Conditions, exists at the delivery point(s), and/or associated line section, or subsystem. Transporter will notify affected Shippers during the scheduling process, as described in Section 9 of these General Terms and Conditions, of such allocation, interruption or critical situation by an acceptable electronic communication mechanism.
 - 15.15.2 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable MDDQ, as adjusted pursuant to the CAP, by more than the greater of two (2) percent or forty (40) dkt, and that have not been authorized pursuant to Section 6 of Rate Schedule FT-1, will be treated as MDDQ Unauthorized Overruns and charged five (5) times the unauthorized overrun Index Price. The unauthorized overrun Index Price shall consist of the arithmetic average of the posted index prices in the "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) and Northern Natural Gas Company (Ventura, Iowa), as established for the first day of the month following the month in which the MDDQ Unauthorized Overrun occurred.
 - 15.15.3 MDDQ Unauthorized Overrun Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 Shipper(s) any MDDQ Unauthorized Overrun Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. For purposes of this Subsection, Qualifying Rate Schedule FT-1 Shippers shall include those Shippers who did not themselves incur any MDDQ Unauthorized Overrun Penalty obligation under Subsection 15.15.2 during the month in which the MDDQ Unauthorized Overrun Penalty was incurred. MDDQ Unauthorized Overrun Penalty revenues to be credited shall be calculated by summing the revenues received for MDDQ Unauthorized Overrun Penalties less any costs incurred by Transporter. If the sum is positive (net MDDQ Unauthorized Overrun Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s).

FERC Docket: RP02-483-000

Seventh Revised Sheet No. 252B Seventh Revised Sheet No. 252B: Effective Superseding: Sixth Revised Sheet No. 252B

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

FERC Docket: RP02-483-000

First Revised Sheet No. 252C First Revised Sheet No. 252C : Effective Superseding: Original Sheet No. 252C GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

FERC Docket: RP00-463-004

Second Revised Sheet No. 252D Second Revised Sheet No. 252D: Effective

Superseding: First Revised Sheet No. 252D

GENERAL TERMS AND CONDITIONS (Continued)

16. OPERATIONAL FLOW ORDERS

16.1 Due to the effects of changes in weather, gas demands, flowing gas supplies and/or other factors, it may be necessary for Transporter to informally, via telephone, Interactive Website (Website) (as more fully described in Section 8 of these General Terms and Conditions) or facsimile, request adjustments in flowing receipts and/or deliveries of a Shipper(s) to accommodate the demands on Transporter's system. If Transporter does not receive full cooperation from its

FERC Docket: RP00-107-010

Sixth Revised Sheet No. 252A.01 Sixth Revised Sheet No. 252A.01: Effective

Superseding: Fifth Revised Sheet No. 252A.01

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

If the sum is negative (net MDDQ Unauthorized Overrun Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any MDDQ Unauthorized Overrun Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly MDDQ to the total of the Qualifying Shippers' monthly MDDQ for the month in which the MDDQ Unauthorized Overrun Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the MDDQ Unauthorized Overrun Penalty obligation(s) was paid.

15.16 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable MDDQ, as adjusted pursuant to the CAP, by more than the greater of two (2) percent or forty (40) dkt, will be treated as MDDQ overruns and charged Transporter's Rate Schedule FT-1 authorized Scheduled Overrun Charge.

15.17 ADQ Unauthorized Overrun Penalties:

- 15.17.1 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable ADQ, as adjusted pursuant to the CAP, by more than one-half (.5) of one percent, and that have not been authorized pursuant to Section 6 of Rate Schedule FT-1, will be treated as ADQ Unauthorized Overruns and charged two (2) times the currently effective Rate Schedule IT-1 rate during non-critical periods or two (2) times the unauthorized overrun Index Price during critical periods.
 - 15.17.1.1 For purposes of this Subsection 15.17.1, the maximum Rate Schedule IT-1 commodity base rate effective at the beginning of the month the ADQ Unauthorized Overrun Penalty is incurred shall be the penalty rate and shall be treated as a final rate for ADQ Unauthorized Overrun Penalty purposes.
 - 15.17.1.2 The unauthorized overrun Index Price shall consist of the arithmetic average of the posted index prices in the "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) and Northern Natural Gas Company (Ventura, Iowa), as established for the first day of the month following the month in which the ADQ Unauthorized Overrun occurred.

FERC Docket: RP07- 33-000

Sixth Revised Sheet No. 252A.02 Sixth Revised Sheet No. 252A.02: Effective

Superseding: Fifth Revised Sheet No. 252A.02

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

ADQ Unauthorized Overrun Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 Shipper(s) any ADQ Unauthorized Overrun Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. For purposes of this Subsection, Qualifying Rate Schedule FT-1 Shippers shall include those Shippers who did not themselves incur any ADQ Unauthorized Overrun Penalty obligation under Subsection 15.17.1 during the 12 months immediately preceding the month in which the ADQ Unauthorized Overrun Penalty was incurred. Any ADQ Unauthorized Overrun penalties credited to Transporter's Rate Schedule FT-1 Shippers shall be net of Transporter's costs determined by multiplying Transporter's most recent, final approved ADQ Unit Cost rate of \$.12155, by any Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable ADQ, as adjusted pursuant to the CAP, by more than onehalf (.5) of one percent. ADQ Unauthorized Overrun Penalty revenues to be credited shall be calculated by summing the revenues received for ADQ Unauthorized Overrun Penalties less Transporter's costs. If the sum is positive (net ADQ Unauthorized Overrun Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net ADQ Unauthorized Overrun Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any ADQ Unauthorized Overrun penalties to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable average ADQ to the total of the Qualifying Shippers' average ADQ for the 12 months immediately preceding the month in which the ADQ Unauthorized Overrun Penalty obligation(s) is incurred by the Shipper(s). The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the ADQ Unauthorized Overrun Penalty obligation(s) was paid.

15.18 Transporter will allow transportation nominations to be submitted on a line section basis for all delivery points on a given line section that are not electronically monitored by telemetering and at which no more than one Shipper is having gas delivered. Individual nominations are required for those delivery points that are telemetered or where there is more than one Shipper having gas delivered.

FERC Docket: RP09-356-001

Sub. Fourth Revised Sheet No. 252A.03 Sub. Fourth Revised Sheet No. 252A.03

Superseding: Fourth Revised Sheet No. 252A.03

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

- 15.19 Nomination Variance Penalties on variances between scheduled and actual daily transportation receipts and/or deliveries shall be reduced for the applicable daily quantities of Rate Schedule FTN-1 or STN-1 service actually provided.
- 15.20 Balance exceptions: Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of any cash-out, nomination variance, MDDQ Unauthorized Overrun, or ADQ Unauthorized Overrun penalty which might otherwise apply. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website.
- 15.21 Park and Loan Service Penalties:
 - 15.21.1 Transporter shall impose penalties, pursuant to Subsection 2.3.3 of Rate Schedule PAL-1, should Shipper(s) fail to fully schedule and return a loaned quantity by the end of the applicable holding period or pursuant to the notification provisions of Subsection 2.5.3 for such loaned quantity.
 - 15.21.2 Crediting of Park and Loan Penalty Revenues: Transporter shall credit to Shipper(s) served under Rate Schedule PAL-1, the net revenues received pursuant to Subsection 2.3.3 of Rate Schedule PAL-1 in excess of the costs incurred. Such revenues to be credited shall be calculated by summing the revenues received for loaned quantities purchased by Shipper(s) pursuant to this Rate Schedule, less the amount paid by Transporter for the cost of any gas purchased by Transporter to effectuate the loan, plus the negative amount of any carryover amount from previous month(s). If the sum is positive (net revenues exceed net costs) Transporter shall credit such excess revenues to the applicable Shipper(s). If the sum is negative (net revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any excess revenues to be credited to a Shipper shall be based on the ratio of each Shipper's applicable monthly loaned quantities to the total applicable monthly loaned quantities for the month in which the obligation(s) is incurred. The credit shall be applied to each affected Shipper's monthly bill issued for

FERC Docket: RP07- 33-000

Fourth Revised Sheet No. 252A.04 Fourth Revised Sheet No. 252A.04: Effective

Superseding: Third Revised Sheet No. 252A.04

GENERAL TERMS AND CONDITIONS (Continued)

15. BALANCING AND NOMINATION VARIANCE PROCEDURES (Continued)

service rendered three (3) months subsequent to the month the crediting obligation(s) was incurred. Any Shipper(s) served under a PAL Service Agreement that was required to purchase a loaned quantity in the month in which the crediting obligation(s) was incurred shall be excluded from receiving any credit for such excess revenues.

15.22 Transporter shall file, within sixty (60) days of completion of one year beginning July 1, 2002, the date this tariff provision is placed into effect, and annually thereafter, an annual report of all penalty revenues credited back to appropriate shippers, pursuant to Subsections 15.14.6, 15.15.3, 15.17.2, 15.21.2, 18.2.9, and 18.3.5 of these General Terms and Conditions, along with support for any costs that have been netted against any such penalty revenues.

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 253 Fourth Revised Sheet No. 253: Effective

Superseding: Third Revised Sheet No. 253

GENERAL TERMS AND CONDITIONS (Continued)

16. OPERATIONAL FLOW ORDERS (Continued)

informal request(s), it may be necessary for Transporter to issue an Operational Flow Order (OFO) to such Shipper(s). Transporter will not issue an OFO unless a critical situation exists as described in Subsection 15.14.1 of these General Terms and Conditions. If Transporter determines that it is necessary to issue OFO's, such Shipper(s) shall be notified via electronic mail messaging or alphanumeric pager contact as designated by such Shipper(s) on Transporter's Website. In addition, such notification will be posted on Transporter's Website including, but not limited to, the time that the OFO is anticipated to commence and the time that the OFO is anticipated to terminate. Upon termination of the OFO, Transporter will post as soon as practicable on its Website, a full report of the factors that caused the OFO to be issued and terminated. Transporter will update such notification, to include the periodic status of the OFO, on its Website. Such status update will be provided as soon as practicable. In no event will the OFO commence before the emergency situation begins nor will the OFO terminate before the emergency situation is rectified.

- 16.2 Circumstances under which Transporter may determine that OFO's must be issued include but are not limited to:
 - 16.2.1 Responding to an event of force majeure;
 - 16.2.2 Accommodating maintenance and repairs;
 - 16.2.3 Ensuring current and future storage capability; and
 - 16.2.4 Responding to any event which Transporter believes in its sole judgment may jeopardize the integrity of its system.
- 16.3 Upon issuance of an OFO by Transporter, it shall be incumbent upon each Shipper to adjust receipts and/or deliveries as directed. Such response shall be required within the time frame specified in the OFO. Failure to comply in a timely fashion with an OFO may result in an immediate interruption of all or a portion of Shipper's service.
- 16.4 In the event Shipper(s) does not respond to the OFO and Transporter believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting in service to another Shipper, Transporter shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Transporter takes these actions, it shall be made whole by the non-responding Shipper(s) for all costs that Transporter incurs.

FERC Docket: RP00-463-004

Original Sheet No. 253A Original Sheet No. 253A : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 16. OPERATIONAL FLOW ORDERS (Continued)
 - 16.5 $\,$ Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO.
 - 16.6 Transporter shall not be responsible for any damages that result from any interruption in Shippers' service that is a result of a Shipper's failure to comply promptly and fully with an OFO and the non-complying Shipper(s) shall indemnify Transporter against any claims of responsibility.

FERC Docket: RP10-1227-000

Fifth Revised Sheet No. 254 Fifth Revised Sheet No. 254

Superseding: Fourth Revised Sheet No. 254

GENERAL TERMS AND CONDITIONS (Continued)

16. OPERATIONAL FLOW ORDERS (Continued)

16.7 Notwithstanding the foregoing, when gas supplies necessary to effectuate transportation deliveries are not flowing onto the system, Transporter will not be responsible for backing up such supplies and the associated deliveries will be subject to interruption.

17. FIRM CAPACITY RELEASE MECHANISM

- 17.1 Purpose: This Section 17 establishes the procedures which will allow Shippers to release all or a portion of their contracted firm transportation capacity, firm storage capabilities or no-notice firm transportation service on a permanent or temporary basis. Where the terms capacity or released capacity are used in this Section 17, such terms shall be interpreted to encompass firm transportation capacity, firm storage capabilities and/or the right to receive no-notice firm transportation service, as applicable.
- 17.2 Definitions: The definitions of terms applicable to this Section 17 are as follows:
 - 17.2.1 Releasing Shipper: The Releasing Shipper is a Shipper who has a Service Agreement with Transporter under which Shipper receives firm transportation, firm storage or no-notice firm transportation service and who desires to release all or a portion of that firm service on a permanent or temporary basis.
 - 17.2.2 Replacement Shipper: The Replacement Shipper is a Shipper who desires to acquire all or a portion of the released firm service on a permanent or temporary basis.
- 17.3 The Capacity Release timeline is applicable to all parties involved in the Capacity Release process provided that: 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. Further, Transporter may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Transporter).

FERC Docket: RP09-259-000

Fifth Revised Sheet No. 254A Fifth Revised Sheet No. 254A

Superseding: Fourth Revised Sheet No. 254A

GENERAL TERMS AND CONDITIONS (Continued)

- 17. FIRM CAPACITY RELEASE MECHANISM (Continued)
 - 17.3.1 For biddable releases (1 year or less):
 - -- Offers should be tendered by 12 p.m. on a business day;
 - -- open season ends no later than 1 p.m. on a business day (evaluation period begins at 1 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
 - -- evaluation period ends and award posting if no match required at 2 $\mathrm{p.m.}$;
 - -- match or award is communicated by 2 p.m.;
 - -- match response by 2:30 p.m.;
 - -- where match required, award posting by 3 p.m.;
 - -- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

For biddable releases (more than 1 year):

- -- Offers should be tendered by 12 p.m. four business days before award;
- -- open season ends no later than 1 p.m. on the business day before timely nominations are due (open season is three business days);
- -- evaluation period begins at 1 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- -- evaluation period ends and award posting if no match required at 2 p.m.;
- -- match or award is communicated by 2 p.m.;
- -- match response by 2:30 p.m.;
- -- where match required, award posting by 3 p.m.;
- -- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).
- 17.3.2 For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning

FERC Docket: RP09-506-000

Fifth Revised Sheet No. 254B Fifth Revised Sheet No. 254B

Superseding: Fourth Revised Sheet No. 254B

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.3.3 All offers of or bids on capacity release shall be submitted to Transporter by Releasing Shipper or potential Replacement Shipper, via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions.

- 17.3.3.1 Transporter will accept offers of or bids on capacity release received via an alternate method, i.e. facsimile, mail or hand-delivery, in an emergency situation, such as the failure of Transporter's acceptable electronic communication mechanism utilized by Shipper or, at the discretion of Transporter, in other instances when Shipper is unable to communicate such offer or bid via an acceptable electronic communication mechanism. Replacement Shipper(s) not submitting such bid electronically must submit its bid on the Capacity Release Bid Request Form provided on Transporter's Website under Other Information. Shipper shall contact Transporter by telephone, prior to sending offers of or bids on capacity release via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter that an offer or bid via an alternate method is forthcoming. During non-business hours, Shipper shall contact Transporter's Nomination Center.
- 17.3.4 Bids and offers should be complete before being posted. Only posted offers and bids should be available electronically. If offers and/or bids are not submitted via an acceptable electronic communication mechanism, as required pursuant to Subsection 17.3.3, Transporter shall not be obligated to adhere to the offer, match, award and/or posting provisions of Subsection 17.3.1 and 17.3.2.
- 17.3.5 Capacity release facilitator should post offers and bids, including prearranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such offer, and the capacity release service facilitator should support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB Standard 5.3.2.

FERC Docket: RP03-375-000

First Revised Sheet No. 254A.01 First Revised Sheet No. 254A.01: Effective

Superseding: Original Sheet No. 254A.01

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).

FERC Docket: RP10-1227-000

Eighth Revised Sheet No. 255 Eighth Revised Sheet No. 255

Superseding: Seventh Revised Sheet No. 255

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

- 17.4 Transporter will determine successful bids for released capacity and post notification of such successful bids on the Website, along with the Replacement Shipper's name. Transporter will allow potential Replacement Shipper(s) to post information concerning requests for firm capacity that have been received on a Capacity Request Form from potential Replacement Shipper(s) in accordance with Subsection 17.14 hereof. All requests to acquire firm capacity, excluding the bidder's name but including the terms and conditions of such request to acquire firm capacity, will be posted on Transporter's Website in accordance with Subsection 17.3.
 - 17.4.1 Upon determination by Transporter of the successful bid in accordance with the procedures set forth in Subsection 17.8, the process of entering into a contract with the potential Replacement Shipper will commence.
- 17.5 There will be two options associated with the Firm Capacity Release Mechanism: permanent and temporary. Offers should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. A Releasing Shipper should not be able to specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release. A Releasing Shipper can release capacity at either the monthly Reservation/Demand rate(s) or the volumetric equivalent of such rate(s).
 - 17.5.1 Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release offer: 1) Non-index-based release dollars and cents, 2) Non-index-based release percentage of maximum rate, or 3) Index-based formula as detailed in the capacity release offer. The bids for the given capacity release offer should adhere to the method specified by the Releasing Shipper. The bidder may bid the maximum reservation rate, in Transporter's Tariff, as an alternative to the method specified by the Releasing Shipper, except when the release is index-based for a term of one year or less or utilizes market-based rates.

FERC Docket: RP10-1227-000

Third Revised Sheet No. 255A Third Revised Sheet No. 255A

Superseding: Second Revised Sheet No. 255A

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.5.1.1 For index-based capacity release transactions, the Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given index-based capacity release offer: 1) a percentage of the formula, 2) a dollars and cents differential from the formula, 3) a dollars and cents differential from the Rate Floor, or 4) an approved methodology in Transporter's Tariff, if any. When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the award should be calculated as the greater of 1) the result of the formula or 2) the Rate Floor plus the high bid's differential, both not to exceed Transporter's maximum reservation rate. The Releasing Shipper may specify another method in the special terms and conditions, but the capacity release offer may not be processed within the capacity release timeline pursuant to NAESB WGQ Standard No. 5.3.2.

17.5.2 Permanent Release of Firm Capacity

17.5.2.1 For purposes of this Subsection 17.5.1, permanent release means the release of firm capacity for the remaining term of the Releasing Shipper's Service Agreement. Capacity released under this Subsection 17.5.1 may not be released on a volumetric basis. Section 24 of these General Terms and Conditions defines the procedures applicable upon termination of a Service Agreement.

17.5.2.2 All contract terms and receipt and delivery points under the Service Agreement to be

FERC Docket: RP10-1227-000

Tenth Revised Sheet No. 256 Tenth Revised Sheet No. 256

Superseding: Ninth Revised Sheet No. 256

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

executed with the Replacement Shipper will initially remain the same as under the Releasing Shipper's Service Agreement at the time of release.

17.5.3 Temporary Release of Firm Capacity

17.5.3.1 For purposes of this Subsection 17.5.2, and in accordance with the procedures set forth in Subsection 17.4 hereof, firm capacity may be released on a temporary basis for any period. The released capacity will be subject to recall by the Releasing Shipper in accordance with the terms and conditions concerning recall, if any, included in the Releasing Shipper's submitted offer, via an acceptable electronic communication mechanism as described in Section 8 of these General Terms and Conditions or via an alternate method in an emergency situation as described in Subsection 17.13. For recall notification provided to the Transportation Service Provider (TSP) prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time). The recall quantity must be expressed in terms of total released capacity entitlement. When capacity is recalled, it may not be reput for the same gas day. Transportation service providers should support the function of reputting by Releasing Shippers. Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper. The deadline for notifying the TSP of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day. Additionally, a Replacement Shipper that obtains capacity through a volumetric capacity release shall not be entitled to re-release the capacity.

FERC Docket: RP10-1227-000

Sixth Revised Sheet No. 257 Sixth Revised Sheet No. 257

Superseding: Fifth Revised Sheet No. 257

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.5.3.2 Temporary releases of firm capacity for thirtyone (31) days or less may be released without bidding. Releases of over thirty-one (31) days and up to and including one (1) year may be released without bidding if the release is in the context of an Asset Management Arrangement (AMA) or a State-regulated Retail Access Program as defined by the Code of Federal Regulations Section 284.8. Releases for a term greater than one (1) year may be released without bidding if the release is at the applicable maximum rate. Transporter must be notified of such releases via an acceptable electronic communication mechanism as described in Section 8 of these General Terms and Conditions or via an alternate method in an emergency situation as described in Subsection 17.13, so as to allow the Service Agreement to be executed between Transporter and the Replacement Shipper. Such release must be posted on the Website in accordance with Subsection 17.3.

17.5.3.3 No maximum rate limitation applies to releases of firm capacity of one (1) year or less if the release is to take effect on or before one (1) year from the date the Transporter is notified of the release.

FERC Docket: RP10-1227-000

Fifth Revised Sheet No. 258 Fifth Revised Sheet No. 258

Superseding: Fourth Revised Sheet No. 258

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.5.3.4 Temporary releases of firm capacity for thirty-one (31) days or less exempt from bidding as specified in Subsection 17.5.3.2 may not be rolled over, extended or in any way continued to the same replacement shipper until twenty-eight (28) days after the first release period has ended. The twenty-eight (28) day limitation does not apply to any re-releases to the same replacement shipper that are posted for bidding or releases to an asset manager to implement an AMA or to releases to a marketer participating in a State-regulated Retail Access Program.

- 17.6 If a Replacement Shipper lacks sufficient storage and/or the necessary alternate gas supplies to comply with the terms of service applicable to Rate Schedule FTN-1, the Shipper with a Service Agreement under Rate Schedule FTN-1 who desires to release all or a portion of its no-notice firm transportation service under one of the options listed in Subsection 17.5 must also release portions of its associated firm storage capabilities under Rate Schedule FS-1 and alternate supplies, if any, as described in Section 2.3.1.1 of Rate Schedule FTN-1 in the same respective proportions as such Releasing Shipper has designated firm storage capabilities and alternate supplies to meet its no-notice service.
 - 17.6.1 Shipper(s) desiring to acquire all or a portion of any released no-notice firm transportation service must have, or be able to acquire, the necessary firm transportation capacity along the requisite contract path and the necessary firm storage capabilities and/or alternate gas supplies.
 - 17.6.2 Shipper(s) acquiring capacity released under Rate Schedule FTN-1 shall not be allowed to designate replacement and/or alternate delivery points as provided in Subsection 12.5 of these General Terms and Conditions and such no-notice service will be provided only to the delivery points currently designated by the Releasing Shipper.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-148-002

First Revised Sheet No. 258A First Revised Sheet No. 258A: Effective

Superseding: Original Sheet No. 258A

GENERAL TERMS AND CONDITIONS (Continued)

- 17. FIRM CAPACITY RELEASE MECHANISM (Continued)
 - 17.6.3 Any Shipper with a Service Agreement under Rate Schedule FS-1 who desires to release all or a portion of its firm storage service under one of the options listed in Subsection 17.5 shall be required to release

FERC Docket: RP10-621-000

Seventh Revised Sheet No. 259 Seventh Revised Sheet No. 259

Superseding: Sixth Revised Sheet No. 259

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

such storage capabilities on an aggregate storage basis. Shipper(s) desiring to acquire all or a portion of any released firm storage service must have, or be able to acquire, the necessary transportation capacity from Transporter, if Transporter's transportation facilities are to be used. If a Replacement Shipper intends to use a transportation service provided by another pipeline directly connected to Williston Basin's storage fields, then the Releasing Shipper shall be allowed to release its storage capabilities on a storage field specific basis. In such case, Transporter shall be obligated to inform the Releasing Shipper of the corresponding storage field specific MSCQ, FCQ, and MSTQ capable of being released in conjunction with the MSDQ being released.

- 17.7 A Releasing Shipper may bring a deal to Transporter for capacity such Shipper intends to release pursuant to Subsections 17.5.1 and 17.5.2.1. All of the procedures described in this Section 17 will also apply to a deal except that:
 - 17.7.1 Except for those deals excluded from bidding in accordance with Subsection 17.5.2.2, Releasing Shipper must post for bidding any deal with a term that is greater than 31 days but less than the maximum rate, in accordance with Subsections 17.3 and 17.4 hereof. Such firm capacity release information will be posted on Transporter's Website pursuant to the provisions of Section 8 of these General Terms and Conditions to determine if other Shippers are willing to offer better terms and conditions.
 - 17.7.1.1 In the event the Releasing Shipper does not specify an evaluation method for determining the best of the valid bids, a net present value per unit of demand calculation will be used as described in Subsection 10.4 of these General Terms and Conditions. For volumetric releases, the volumetric rate(s) will be converted into the equivalent monthly Reservation/Demand rate in order to calculate a net present value per unit of demand as described in Subsection 10.4 of these General Terms and Conditions.
 - 17.7.1.2 If the deal is at less than the maximum rate and if no better bid than that included in the deal is received, Transporter will contract with the potential

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-259-000

Sixth Revised Sheet No. 260 Sixth Revised Sheet No. 260

Superseding: Fifth Revised Sheet No. 260

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

Replacement Shipper reflected in the deal brought to Transporter by the Releasing Shipper.

- 17.7.1.3 If a better bid than that included in the deal is received, Transporter will give the potential Replacement Shipper reflected in the deal brought to Transporter by the Releasing Shipper an opportunity to match the better bid in accordance with Subsection 17.3. If the potential Replacement Shipper reflected in the deal agrees to match such better bid, the released capacity will be awarded to the potential Replacement Shipper reflected in the deal.
- 17.7.2 If a deal is at the maximum rate, Transporter will enter into a contract with the potential Replacement Shipper reflected in the deal brought to Transporter by the Releasing Shipper without posting the deal in accordance with the posting procedures detailed in Subsection 17.3 hereof. Such deal shall be posted on the Website in accordance with Subsection 17.3.
- 17.8 For any of the types of release discussed in this Section 17, the Releasing Shipper must specify on the offer, via an acceptable electronic communication mechanism as described in Section 8 of these General Terms and Conditions or via an alternate method in an emergency situation as contained in Subsection 17.13, the released capacity quantity (in terms of daily and annual quantities, where applicable, i.e. MDDQ and ADQ or MSDQ, MSCQ, MSIQ and FCQ), term of the release, the minimum price required, the primary receipt and delivery points involved, whether the Replacement Shipper will be allowed to amend the primary receipt and/or delivery point(s), the marketing fee, if any, the Releasing Shipper is willing to pay Transporter to actively market the capacity, whether any conditions of recall will apply, which conditions must be objectively stated by the Releasing Shipper, applied in a non-discriminatory manner, and

FERC Docket: RP10-1227-000

Eleventh Revised Sheet No. 261 Eleventh Revised Sheet No. 261

Superseding: Tenth Revised Sheet No. 261

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

fully coordinated with Transporter's scheduling procedures, the method of determining the best bid, if any, the minimum volumetric commitment quantity for a volumetric release (if no minimum is stated, the minimum shall be deemed zero) and any other reasonable and non-discriminatory terms or conditions associated with the release.

- 17.8.1 For the capacity release business process timing model, only the following methodologies are required to be supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, should be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor, is Transporter held to the timeline should the Releasing Shipper elect another method of evaluation.
 - 17.8.1.1 In the event the Releasing Shipper does not specify an evaluation method for determining the best of the valid bids, a net present value per unit of demand calculation will be used as described in Subsection 10.4 of these General Terms and Conditions.
- 17.8.2 The creditworthiness information specified in Subsection 7.7 of these General Terms and Conditions must be obtained from the Replacement Shipper in all cases.
 - 17.8.2.1 Releasing Shipper shall be responsible for all capacity release commodity charges incurred by Replacement Shipper between the time gas flow commences and the time Transporter determines creditworthiness if the Replacement Shipper fails to pay any amount of any bill when such amount becomes due. The Releasing Shipper is responsible to Transporter for the payment of commodity, penalty, and all other charges incurred by the Replacement Shipper as a result of the Replacement Shipper's conduct.

FERC Docket: RP10-1227-000

Sixth Revised Sheet No. 261A Sixth Revised Sheet No. 261A

Superseding: Fifth Revised Sheet No. 261A

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.8.3 When the capacity release service provider makes awards of capacity for which there have been multiple bids meeting minimum conditions, the capacity release facilitator should award the bids, best bid first, until all offered capacity is awarded. The Releasing Shipper shall be allowed to specify a method of breaking ties to be used should sufficient capacity not exist to satisfy all equal successful bids under the appropriate economic standard. However, if the Releasing Shipper does not designate a specific method of breaking ties, the capacity will be awarded based upon the order the bids were posted, beginning with the first bid posted until all offered capacity is awarded.

17.8.4 Bids should be binding until written or electronic notice of withdrawal is received by the capacity release service provider. A Releasing Shipper may withdraw its posted release any time during the bidding period, but only if a bid which meets the minimum terms and conditions as specified in the offer, via an acceptable electronic communication mechanism as described in Section 8 of these General Terms and Conditions or via an alternate method in an emergency situation as described in Subsection 17.13, has not been received by Transporter. Bids received by Transporter will be posted on the Website (excluding the potential Replacement Shipper's name) and may be withdrawn by the potential Replacement Shipper any time during the bidding period. Bids cannot be withdrawn after the bid period ends. However, once a potential Replacement Shipper shall not be permitted to resubmit any bid which includes a rate

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Sixth Revised Sheet No. 262 Sixth Revised Sheet No. 262: Effective

Superseding: Fifth Revised Sheet No. 262

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

that is less than the rate included in the withdrawn bid. Nothing herein shall preclude the Releasing Shipper from specifying terms and conditions for withdrawal of its release or the Replacement Shipper from specifying terms and conditions for withdrawal of its bid to acquire the released capacity. The terms and conditions for such withdrawal shall be specified in the "Withdrawal Comments" section for capacity release on the Interactive Website (Website) or in the Term Sheet Form or Service Request Form, as applicable. If the Releasing Shipper is willing to accept contingent bids, any non-discriminatory terms and conditions applicable to such contingencies must be specified in the "Notes" section for contingent bids for capacity release on the Website or in the Term Sheet Form, as applicable. All contingencies will be eliminated during the evaluation period in accordance with Subsection 17.3.

- 17.8.5 When capacity is released on a permanent basis pursuant to Subsection 17.5.1 hereof, and the Replacement Shipper agrees to pay a rate greater than or equal to the rate the Releasing Shipper is paying, Transporter shall relieve Releasing Shipper of all liability under the Service Agreement or relevant portions thereof. If the Replacement Shipper does not agree to pay a rate greater than or equal to the rate the Releasing Shipper is paying, the Releasing Shipper will remain liable for payment of charges as defined in Subsection 17.10 hereof. Release of liability as described in this subsection shall be applied on a non-discriminatory basis.
- 17.8.6 Except for the permanent release of capacity explained in Subsections 17.5.1 and 17.8.5 hereof, the Releasing Shipper will remain liable for compliance with the terms and conditions of its Service Agreement.
- 17.9 Offers for released capacity must include agreement to pay the applicable maximum firm commodity rate(s) and, as applicable, maximum storage injection/withdrawal charges.

FERC Docket: RP10-621-000

Eighth Revised Sheet No. 263 Eighth Revised Sheet No. 263

Superseding: Seventh Revised Sheet No. 263

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

In the event that the released capacity is acquired solely as a result of the posting on Transporter's Website, and Transporter does not otherwise actively market the capacity, the Releasing Shipper will receive a credit for one hundred (100) percent of the reservation/demand charge(s), or the volumetric equivalent of such charge(s), (plus an amount for the surcharges recovered from the Replacement Shipper no greater than the level of such surcharges which the Releasing Shipper is obligated to pay) received by Transporter from the Replacement Shipper whether or not the firm service reservation/demand charge(s), or the volumetric equivalent of such charge(s), being paid by the Releasing Shipper is being discounted to a level below the charges to be received for the released capacity. This amount will be credited to the Releasing Shipper's bill simultaneously with the billing of the capacity to the Replacement Shipper; provided, however, that if the Replacement Shipper fails to pay all of the amount of any bill when such amount becomes due, Transporter has the right, pursuant to Section 21 of these General Terms and Conditions, to reverse such credit on the Releasing Shipper's subsequent bill and, in addition, charge the Releasing Shipper interest accrued for each day commencing the eleventh (11th) day subsequent to the Replacement Shipper's receipt of its bill, at the interest rate prescribed by \$154.501 of the FERC's Regulations, or successor basis. The Releasing Shipper is responsible to Transporter for the payment of reservation charges, but not for penalties or other charges incurred by the Replacement Shipper as a result of the Replacement Shipper's conduct except as noted in this Subsection 17.10.

- 17.10.1 In the event Transporter actively markets the released capacity, via an acceptable electronic communication mechanism as described in Section 8 of these General Terms and Conditions or via an alternate method in an emergency situation as described in Subsection 17.13, the Releasing Shipper will receive a credit, in accordance with Subsection 17.10, less the amount that the Releasing Shipper specified would be payable to Transporter as a marketing fee.
- 17.10.2 In the event Transporter is required by FERC Order to issue refunds, any refunds related to released capacity reservation/demand charge(s) will be issued to the Releasing Shipper based upon the charges assessed by Transporter to the Releasing Shipper and any refunds related to released capacity commodity charges will be issued to the Replacement Shipper based upon the charges assessed by Transporter to the Replacement Shipper. Any refunds that may be due the Replacement Shipper related to reservation/demand charge(s) must be resolved between the Releasing and Replacement Shippers.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-259-000

Eighth Revised Sheet No. 264 Eighth Revised Sheet No. 264

Superseding: Seventh Revised Sheet No. 264

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

- 17.11 New contracts will be executed for released capacity. Replacement Shippers cannot add the acquired released capacity to any existing contract.
- 17.12 Shipper(s) receiving firm service under specific NGA Section 7(c) certificates are not eligible to release such firm capacity.
- 17.13 Capacity Release Form

If an offer of released capacity is not submitted via an acceptable electronic communication mechanism, due to situations specified in Subsection 17.3.3.1, the Capacity Release Form, found on the Other Information/Forms/Reference link provided on Transporter's Website must be submitted by the Releasing Shipper via an alternate method.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-259-000

Sheet Nos. 265-273 Sheet Nos. 265-273

SHEET NOS. 265 - 273

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

SIXTH REVISED SHEET NO. 265
SECOND REVISED SHEET NO. 265A
THIRD REVISED SHEET NO. 266
ORIGINAL SHEET NO. 266A
SIXTH REVISED SHEET NO. 267
THIRD REVISED SHEET NO. 268
FIRST REVISED SHEET NO. 269
ORIGINAL SHEET NO. 270
ORIGINAL SHEET NO. 271
ORIGINAL SHEET NO. 272

FIRST REVISED SHEET NO. 273

FERC Docket: RP04-331-000 Second Revised Sheet No. 265A Second Revised Sheet No. 265A: Effective Superseding: First Revised Sheet No. 265A GENERAL TERMS AND CONDITIONS (Continued) 17. FIRM CAPACITY RELEASE MECHANISM (Continued) 5. Capacity Release Quantities (Please specify in Equivalent dkt.) (i)Maximum Daily Delivery Quantity (FT-1 or FTN-1 Service)
Equivalent dkt/d (ii) Maximum Daily Receipt Quantity (FT-1 Service) Equivalent dkt/d (iii) Total Annual Delivery Quantity (FT-1 Service) Equivalent dkt (iv) Maximum Storage Deliverability Quantity (FS-1 Service) Equivalent dkt/d (v) Maximum Storage Capacity Quantity (FS-1 Service) Equivalent dkt (vi) Maximum Storage Injection Quantity (FS-1 Service) _____Equivalent dkt/d Will a lesser quantity be accepted?: []Yes []No If yes, state minimum offer quantity Is this released firm capacity recallable? []Yes []No 6. If Yes-Recall must be provided exclusively on a business day: []Yes []No Indicate acceptable recall notification periods: Recall Notification-Early Evening []Yes []No Recall Notification-Evening []Yes []No Recall Notification-Intraday 1 []No []Yes []No Recall Notification-Intraday 2 Recall Notification-Timely []Yes Is this released firm capacity reputtable? []Yes []No Conditions for recall or reput: []Highest Rate Method of determining best bid: []Net Revenue []Net Present Value 8. Is this released firm capacity a Stand-Alone Offer?: []Yes If No, state Special Terms/Notes:

Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-410-000 Third Revised Sheet No. 266 Third Revised Sheet No. 266: Effective Superseding: Second Revised Sheet No. 266 GENERAL TERMS AND CONDITIONS (Continued) 17. FIRM CAPACITY RELEASE MECHANISM (Continued) Will the releasing Shipper accept bids which are contingent from the bidder's point of view?: []Yes []No If Yes, state: Contingency End Date ___ Contingency End Time State terms, if any, under which contingent bids will be 10. Will releasing Shipper allow Replacement Shipper to re-release capacity?: []Yes []No Primary receipt point(s) involved in the firm transportation release. 11. Please list on attached Exhibit A. (i) Will the Replacement Shipper be permitted to amend the primary receipt point(s) listed on Exhibit A? [] Yes [] No If yes, please list the points for which an amendment will be allowed: 12. For Rate Schedule FTN-1 service, the receipt point information, along with the designated priorities, that relate to the no-notice supply sources, if any, that are in addition to storage must be provided in the designated section of Exhibit A. Primary delivery point(s) involved in the firm transportation or nonotice firm transportation service release. Please list on attached Exhibit B. (i) Will the Replacement Shipper be permitted to amend the primary delivery point(s) listed on Exhibit B? [] Yes [] No If yes, please list the points for which an amendment will be

Please identify the contract path of the capacity being released on

Effective Date: 08/23/2004 Status: Effective

14.

attached Exhibit C.

Effective Date: 08/01/1998 Status: Effective FERC Docket: RP98-253-000

Original Sheet No. 266A <code>Original Sheet No. 266A</code> : <code>Effective</code>

GENERAL TERMS AND CONDITIONS (Continued)

17.	FIRM CAPACITY RELEASE MECHANISM (Continued)
	RATE INFORMATION
1.	Price for released firm transportation, firm storage or no-notice firm transportation service. \$ per Equivalent dkt of MDDQ \$ per Equivalent dkt of MSCQ \$ per Equivalent dkt of MSDQ
	Will a Lesser Rate be accepted?: []Yes []No If Yes state: Minimum Acceptable Rate OR Minimum Acceptable Percentage of Maximum Rate%
2.	Marketing fee Releasing Shipper is willing to pay Transporter to actively market the released firm transportation, firm storage or no-notice firm transportation service. Please Specify

FERC Docket: RP04-410-000 Sixth Revised Sheet No. 267 Sixth Revised Sheet No. 267: Effective Superseding: Fifth Revised Sheet No. 267 GENERAL TERMS AND CONDITIONS (Continued) FIRM CAPACITY RELEASE MECHANISM (Continued) 17. 3. [] Please check if Releasing Shipper has a prearranged deal for the released firm capacity. Please provide all details of the pre-arranged deal including but not limited to the price, term, name, mailing address, email address, Shipper type, and telephone number of the pre-arranged Replacement Shipper. Price: Term: Phone No: Name: Address: _ Email Address: Shipper Type: // LDC / / Interstate Pipeline / / End-User / / Marketer/Broker // Intrastate Pipeline / / Producer Other: FINANCIAL DATA FOR A CREDIT EVALUATION

Effective Date: 08/23/2004 Status: Effective

 The Replacement Shipper is required to provide the creditworthiness information described in Subsection 7.6 of the General Terms and Conditions of Transporter's Tariff.

Third Revised Sheet No. 268 Third Revised Sheet No. 268: Effective Superseding: Second Revised Sheet No. 268

GENERAL TERMS AND CONDITIONS (Continued) 17. FIRM CAPACITY RELEASE MECHANISM (Continued) AFFILIATE INFORMATION (Any change to answers provided in this section at any time must be $% \left(\frac{1}{2}\right) =\left(\frac{1}{2}\right) ^{2}$ communicated to Transporter immediately.) Is Releasing Shipper an affiliate of Transporter? 1. [] Yes [] No Is Prearranged Shipper an affiliate of Transporter? [] Ýes [] No 3. Is Prearranged Shipper an affiliate of Releasing Shipper? [] Yes [] No (The rest of this sheet has been intentionally left blank.)

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Effective Date: 07/01/2002 Status: Effective FERC Docket: RP00-463-004	
First Revised Sheet No. 269 First Revised Superseding: Original Sheet No. 269	
GENERAL TERMS AND CON	OTTIONS (Continued)
17. FIRM CAPACITY RELEASE MECHANISM (Co	ontinued)
5. If answer to any question in this and extent of affiliation:	section is "Yes", please specify type
	*
Releasing Shipper acknowledges that this be deemed invalid, that no capacity will will not be considered or posted on Transapplicable information required by this ?	request will not be complete and will be released, and that the request sporter's Website until all the
* *	*
Releasing Shipper certifies that the infoaccurate to the best of its knowledge, in	
Legal Name of Releasing Shipp	per:
By:(Name and Title)	
Date:	
For Transporter Use Only	
Request ID:	
Date Received:	
Date Release Request Accepted as Complete	e and Valid:
Transportation Rep:	

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

 $\textbf{Original Sheet No. 270} \; \texttt{Original Sheet No. 270} \; : \; \; \texttt{Effective}$

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TERM SHEET FORM EXHIBIT A
RECEIPT POINTS

Receipt Point(s) MDRQ

FERC Docket: RS92- 13-004

Original Sheet No. 271 Original Sheet No. 271: Effective

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TERM SHEET FORM (Continued)
EXHIBIT A
RECEIPT PRIORITY

*Pertains only to receipt points used as gas supply sources for no-notice service under Rate Schedule FTN-1.

Line Section No.: Meter No.: Supplier Name: Address:	Priority No.: Maximum Daily Quantity:	
Contact Person: Phone No.: Facsimile No.:		
* * * * * * * * *	* * * * * * * * * * * * * * * * * * * *	* * *
Line Section No.: Meter No.: Supplier Name: Address:	Priority No.: Maximum Daily Quantity:	
Contact Person: Phone No.: Facsimile No.:		
* * * * * * * * * *	* * * * * * * * * * * * * * * * * * * *	* * *
Line Section No.: Meter No.: Supplier Name: Address:	Priority No.: Maximum Daily Quantity:	
Contact Person: Phone No.: Facsimile No.:		

FERC Docket: RS92- 13-004

Original Sheet No. 272 Original Sheet No. 272: Effective

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TERM SHEET FORM (Continued)
EXHIBIT B
DELIVERY POINTS

Delivery Point(s) MDDQ

FERC Docket: RP00-463-004

First Revised Sheet No. 273 First Revised Sheet No. 273: Effective

Superseding: Original Sheet No. 273

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TERM SHEET FORM (Continued)

EXHIBIT C

ASSOCIATED RECEIPT/DELIVERY POINT LISTING

^{*}Specify Primary (P) or Alternate (A), or Segmented (S)

**The contract path information provided in this column shall consist of a
specification of the line sections on which capacity is contractually
committed from the point of receipt to the associated point(s) of delivery.
The line section designations shown here reflect the designations shown in the
System Maps sections of Transporter's FERC Gas Tariff, Second Revised Volume
No. 1.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-259-000

Fifth Revised Sheet No. 274 Fifth Revised Sheet No. 274

Superseding: Fourth Revised Sheet No. 274

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

17.14 Capacity Request Form

A request for firm transportation, firm storage and/or no-notice firm transportation service must be made by posting such requests on Transporter's Website, under the "Want Ads" section found on the Other Information link, or, if the electronic system is unavailable, by submitting the Capacity Request Form found on the Other Information/Forms/Reference link on Transporter's Website.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-259-000

Sheet Nos. 275 - 280 Sheet Nos. 275 - 280

SHEET NOS. 275-280

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

FOURTH REVISED SHEET NO. 275
SECOND REVISED SHEET NO. 276
THIRD REVISED SHEET NO. 277
THIRD REVISED SHEET NO. 278
THIRD REVISED SHEET NO. 279
ORIGINAL SHEET NO. 280

Second Revised Sheet No. 276 Second Revised Sheet No. 276: Effective Superseding: First Revised Sheet No. 276 GENERAL TERMS AND CONDITIONS (Continued)
17. FIRM CAPACITY RELEASE MECHANISM (Continued)
Capacity Requestor acknowledges that this request will not be complete and will be deemed invalid, that no capacity will be acquired, and that the request will not be considered or posted on Transporter's Interactive Websi until all the applicable information required by this Capacity Request Form received.
Capacity Requestor certifies that the information herein is complete and accurate to the best of its knowledge, information and belief.
Legal Name of Capacity Requestor:
By:(Name and Title)
Date:
For Transporter Use Only
Request ID:
Date Received:
Date Capacity Request Accepted as Complete and Valid:
Transportation Rep:

Effective Date: 07/01/2002 Status: Effective FERC Docket: RP00-463-004

FERC Docket: RP00-463-004

Third Revised Sheet No. 277 Third Revised Sheet No. 277 : Effective Superseding: Second Revised Sheet No. 277

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TRANSPORTATION CAPACITY REQUEST FORM EXHIBIT A RECEIPT

REQUESTED RECEIPT POINT(S)

1.	Receipt Point Receipt Point	
	-	quantityEquivalent dkt or dkt as appropriate which gas production originates:
2.	Receipt Point Receipt Point	ID No.*
	Maximum daily	quantityEquivalent dkt or dkt as appropriate which gas production originates:
3.	Receipt Point Receipt Point	TD No. *
	Maximum daily	quantityEquivalent dkt or dkt as appropriate which gas production originates:

^{*} Point ID No. can be found on the Master Receipt Point List provided by Transporter via the Company's Interactive Website.

FERC Docket: RP00-463-004

Third Revised Sheet No. 278 Third Revised Sheet No. 278: Effective Superseding: Second Revised Sheet No. 278

GENERAL TERMS AND CONDITIONS (Continued)

FIRM CAPACITY RELEASE MECHANISM (Continued)

TRANSPORTATION CAPACITY REQUEST FORM (Continued) EXHIBIT A

REQUESTED RECEIPT POINT(S)

•	Receipt Point Receipt Point	ID No.*	_
	Maximum daily	quantity Equivalent dkt or dkt as appropriat	e
	State(s) from	which gas production originates:	
			_
	Receipt Point		
	Receipt Point Receipt Point	ID No.*	_
•	Receipt Point Maximum daily	quantityEquivalent dkt or dkt as appropriat	_ _ e
•	Receipt Point Maximum daily		_ _ e

^{*} Point ID No. can be found on the Master Receipt Point List provided by Transporter via the Company's Interactive Website.

FERC Docket: RP00-463-004

Third Revised Sheet No. 279 Third Revised Sheet No. 279: Effective Superseding: Second Revised Sheet No. 279

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TRANSPORTATION CAPACITY REQUEST FORM (Continued) EXHIBIT B DELIVERY

REQUESTED DELIVERY POINT(S)

1.	Delivery Point
	Delivery Point ID No.*
	Receiving Party
	Receiving Party Maximum daily quantity Equivalent dkt or dkt as appropriate
	State of Ultimate Consumption:
2.	Delivery Point
	Delivery Point ID No.*
	Receiving Party
	Receiving Party Maximum daily quantityEquivalent dkt or dkt as appropriate
	State of Ultimate Consumption:
3.	Delivery Point
	Delivery Point ID No.*
	Receiving Party
	Receiving Party Maximum daily quantityEquivalent dkt or dkt as appropriate
	State of Ultimate Consumption:
4.	Delivery Point
	Delivery Point ID No.*
	Receiving Party
	Receiving Party Maximum daily quantityEquivalent dkt or dkt as appropriate
	State of Ultimate Consumption:
5.	Delivery Point
	Delivery Point ID No.*
	Receiving Party Maximum daily quantityEquivalent dkt or dkt as appropriate
	Maximum daily quantityEquivalent dkt or dkt as appropriate State of Ultimate Consumption:

 $^{^{\}star}$ Point ID No. can be found on the Master Delivery Point List provided by Transporter via the Company's Interactive Website.

FERC Docket: RS92- 13-004

Original Sheet No. 280 Original Sheet No. 280: Effective

GENERAL TERMS AND CONDITIONS (Continued)

17. FIRM CAPACITY RELEASE MECHANISM (Continued)

TRANSPORTATION CAPACITY REQUEST FORM (Continued) EXHIBIT C ASSOCIATED RECEIPT/DELIVERY POINT LISTING

Point-Specific

Associated Point-Specific Maximum Daily Delivery Quantities

Point(s)

of Equivalent of Delivery* Equivalent Type of Receipt* dkt per Day Contract Path** dkt per Day Balancing

^{*}Specify Primary (P) or Alternate (A)

^{**}The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point(s) of delivery. The line section designations shown here reflect the designations shown in the System Maps sections of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

FERC Docket: RP98- 31-000

First Revised Sheet No. 281 First Revised Sheet No. 281 : Effective

Superseding: Original Sheet No. 281

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS

18.1 Definition of Unauthorized Gas: Unauthorized Gas is natural gas that has not been nominated by a Shipper and/or scheduled by Transporter in accordance with the provisions of this Tariff to be received or delivered by Transporter, either for Transporter's own purchase or for transportation for the account of Shipper(s) under any Service Agreement.

Unauthorized Gas is distinguished from excess quantities of natural gas received into Transporter's facilities from any receipt source or delivered from Transporter's facilities through any delivery point, in that Unauthorized Gas is gas not nominated by a Shipper or gas that is nominated by a Shipper but allocated to zero by Transporter and therefore not scheduled in accordance with the provisions of this Tariff on any day.

- 18.2 Receipt of Unauthorized Gas
 - 18.2.1 Unauthorized Gas During a Critical Situation: Upon notification from Transporter of a critical Unauthorized Gas situation, such party(ies) responsible for the Unauthorized Gas receipt(s) shall terminate the unauthorized flow into Transporter's facilities within twenty-four (24) hours. If, after the twenty-four (24) hour notice period, any quantity of Unauthorized Gas continues to flow into Transporter's system, Transporter shall retain, at no cost to itself and free of any obligation to account therefor in kind or otherwise to any person claiming an interest therein, the quantity of such Unauthorized Gas introduced into Transporter's facilities. A critical Unauthorized Gas situation shall apply only when Transporter, in good faith, has determined that the safety and/or integrity of its system is threatened. Nothing herein shall limit Transporter's right to take any other actions required to maintain the safety and integrity of its system operations. Until Transporter notifies the party(ies), either by telephone, electronically or by facsimile, that the critical Unauthorized Gas situation has ended, the Unauthorized Gas penalty of retention of gas remains applicable on each subsequent day without further notification.

FERC Docket: RP98- 31-000

Original Sheet No. 281A Original Sheet No. 281A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS

18.2.2 Unauthorized Gas Not During a Critical Situation:
 Transporter shall notify such party(ies) responsible for the Unauthorized Gas receipt(s) by telephone, electronically or by facsimile that Unauthorized Gas has entered Transporter's system. Notification will indicate that all unauthorized quantities are subject to confiscation in accordance with the procedures in Subsection 18.2.3. After the end of each month Transporter will send each notified party a statement of Unauthorized Gas

FERC Docket: RP98- 31-000

First Revised Sheet No. 282 First Revised Sheet No. 282: Effective

Superseding: Original Sheet No. 282

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

account balances (Statement). Such Statement will include the quantity, the receipt point(s) and the time frame in which the Unauthorized Gas was received into Transporter's system.

- 18.2.3 Unauthorized Gas Subsequent to the Effectiveness of this Section: For any Unauthorized Gas quantities delivered to Transporter subsequent to the effectiveness of this Section, and not retained under Subsection 18.2.1 hereof, the party, once notified, shall have until the end of the calendar month following a 45-day period after issuance of the Statement (Return Period) to resolve the disposition of the Unauthorized Gas quantities; provided, however, that any such resolution must be in a manner acceptable to Transporter. If the matter of the unauthorized quantities remains unresolved after this period, the gas will be confiscated. Transporter and the party shall negotiate in good faith for resolution of the Unauthorized Gas and commit to writing during the Return Period any mutually agreed upon resolution.
- 18.2.4 Disposition of Unauthorized Gas: Transporter will approve resolution of Unauthorized Gas quantities described in Subsection 18.2.3 as follows:
 - 18.2.4.1 Proven owners of Unauthorized Gas may sell such Unauthorized Gas quantities to any party so long as said party causes the gas to be transported under an effective transportation Service Agreement on

FERC Docket: RP00-107-010

Fifth Revised Sheet No. 283 Fifth Revised Sheet No. 283: Effective

Superseding: Fourth Revised Sheet No. 283

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

Transporter's system. Alternatively, the proven owners may otherwise cause the Unauthorized Gas quantities to be transported to a delivery point on Transporter's system pursuant to a transportation Service Agreement. Unless waived by Transporter on a nondiscriminatory basis, the party responsible for any Unauthorized Gas receipt must pay Transporter an Unauthorized Gas Receipt Penalty of thirty cents (\$.30) per dkt to have the Unauthorized Gas quantities released for transportation.

- 18.2.5 Claiming Unauthorized Gas: To claim Unauthorized Gas quantities, the party responsible for any Unauthorized Gas receipt shall submit a written plan for resolution thereof to Transporter within the Return Period along with proof of ownership.
- 18.2.6 Reporting and Payment of Royalty, Tax, or Other Burdens: Transporter shall not be obligated to account for or pay for any royalty, tax or other such burdens associated with the Unauthorized Gas quantities received by Transporter.
- 18.2.7 Notwithstanding the foregoing, Transporter shall have the right to physically shut in the source of any Unauthorized Gas.
- 18.2.8 Crediting of Confiscated Gas: Any volumes of gas confiscated under Subsections 18.2.1 and 18.2.3 shall be included as an offset to Transporter's Transmission Company Use and Lost and Unaccounted for Gas as reflected in the Fuel Reimbursement Adjustment Provision detailed in Section 38 of these General Terms and Conditions.
- 18.2.9 Unauthorized Gas Receipt Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Unauthorized Gas Receipt Penalty revenues received, net of Transporter's costs. For purposes of this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shipper(s) who did not themselves incur any Unauthorized Gas Receipt Penalty obligations under Subsection 18.2.4.1 during the month in which the Unauthorized Gas Receipt Penalty obligations were incurred. Unauthorized Gas Receipt Penalty revenues to be credited shall be calculated by summing the revenues received for Unauthorized Gas Receipt Penalties less any costs incurred by Transporter. If the sum is positive (net Unauthorized Gas Receipt Penalty revenues

FERC Docket: RP03-602-000

Third Revised Sheet No. 283A Third Revised Sheet No. 283A: Effective

Superseding: Second Revised Sheet No. 283A

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Unauthorized Gas Receipt Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Unauthorized Gas Receipt Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation receipt quantities to the total of the Qualifying Shippers' monthly transportation receipt quantities for the month in which the Unauthorized Gas Receipt Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Unauthorized Gas Receipt Penalty obligation(s) was paid.

18.3 Delivery of Unauthorized Gas:

- 18.3.1 Unauthorized Gas Deliveries Taken During Periods of System Allocation or Interruption: If force majeure or other circumstances have arisen on any line section and/or subsystem which restrict Transporter's ability to provide transportation deliveries nominated under currently effective Service Agreements and which circumstances require delivery service to be allocated or interrupted, then, Transporter shall notify affected party(ies) by telephone, electronic communication mechanism or by facsimile of such event. The party(ies) responsible for the taking of Unauthorized Gas deliveries during such period of system allocation or interruption must pay Transporter the following charges for each dkt of Unauthorized Gas deliveries taken:
 - 18.3.1.1 A rate per dkt equivalent to Transporter's maximum Rate Schedule IT-1 rate, as reflected on the currently effective Sheet No. 18 of this FERC Gas Tariff established in the month the Unauthorized Gas deliveries were taken; plus

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Second Revised Sheet No. 283B Second Revised Sheet No. 283B : Effective

Superseding: First Revised Sheet No. 283B

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

18.3.1.2 An Unauthorized Gas Delivery Penalty charge per dkt of 2.75 times the Index Price. The Index Price applicable to Unauthorized Gas is the highest Daily Price Survey, Midpoint index price, published in Platt's "Gas Daily" for either Colorado Interstate Gas Company (CIG-N.syst.) or Northern Natural Gas Company (Ventura), during the month of Unauthorized Gas deliveries.

18.3.1.3 Until Transporter notifies the affected party(ies), either by telephone, electronic communication mechanism or by facsimile, that the period of system allocation or interruption has ended, the Unauthorized Gas penalties described in Subsections 18.3.1.1 and 18.3.1.2 remain applicable on each subsequent day without further notification.

18.3.2 Unauthorized Gas Deliveries Taken Prior to the Effectiveness of Subsection 18.3: For any Unauthorized Gas deliveries taken prior to the effectiveness of this Subsection 18.3, the party(ies) responsible for such Unauthorized Gas shall have three (3) months after Transporter's notification of such quantities to negotiate resolution of the Unauthorized Gas

FERC Docket: RP09-356-001

Substitute Fifth Revised Sheet No. 283C Substitute Fifth Revised Sheet No. 283C

Superseding: Fifth Revised Sheet No. 283C

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

quantities; provided, however, that any such resolution must be in a manner acceptable to Transporter. If the matter of the unauthorized delivery quantities remains unresolved after this period, the party responsible for taking such quantities of outstanding Unauthorized Gas deliveries shall pay the applicable balancing and nomination variance penalties in accordance with Section 15 of these General Terms and Conditions.

- 18.3.3 Nothing herein shall limit Transporter's right to take any actions required to maintain the safety and integrity of its system operations, including the right to physically prevent a party from taking delivery of any Unauthorized Gas.
- 18.3.4 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of the Unauthorized Gas penalties which might otherwise apply. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website.
- Unauthorized Gas Delivery Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Unauthorized Gas Delivery Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. For purposes of this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers who did not themselves incur any Unauthorized Gas Delivery Penalties under Subsection 18.3.1.2 during the month in which the Unauthorized Gas Delivery Penalties were incurred. Unauthorized Gas Delivery Penalty revenues to be credited shall be calculated by summing the revenues received for Unauthorized Gas Delivery Penalties less any costs incurred by Transporter. If the sum is positive (net Unauthorized Gas Delivery Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Unauthorized Gas Delivery Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Unauthorized Gas Delivery Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation delivery quantities to the total of the Qualifying

FERC Docket: RP04-410-000

Third Revised Sheet No. 283D Third Revised Sheet No. 283D: Effective

Superseding: Second Revised Sheet No. 283D

GENERAL TERMS AND CONDITIONS (Continued)

18. UNAUTHORIZED GAS (Continued)

Shippers' monthly transportation delivery quantities for the month in which the Unauthorized Gas Delivery Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Unauthorized Gas Delivery Penalty obligation(s) was paid.

18.4 Transporter shall file, within sixty (60) days of completion of one year beginning July 1, 2002, the date this tariff provision is placed into effect, and annually thereafter, an annual report of all penalty revenues credited back to appropriate shippers, pursuant to Subsections 15.14.6, 15.15.3, 15.17.2, 15.21.2, 18.2.9, and 18.3.5 of these General Terms and Conditions, along with support for any costs that have been netted against any such penalty revenues.

19. BILLINGS

19.1 Monthly billing date: Transporter shall postmark, time-stamp or deliver to the designated site invoices on or before the ninth (9th) business day of each month for all gas gathered, transported and/or stored during the preceding calendar month. When Shipper is in control of information

FERC Docket: RP97-148-002

First Revised Sheet No. 284 First Revised Sheet No. 284: Effective

Superseding: Original Sheet No. 284

GENERAL TERMS AND CONDITIONS (Continued)

19. BILLINGS (Continued)

required by Transporter to prepare invoices, Shipper shall cause such information to be received by Transporter on or before the fifth (5) business day of the month immediately following the month to which the information applies.

- 19.1.1 For reporting measurement prior period adjustments, such will be reported with the restated line item and new total quantity for the specific day and the specific month.
- 19.1.2 Missing or late measurement data will be estimated and actuals will be treated as a prior period adjustment, with the measuring party to provide the estimate.
- 19.2 Right of examination: Both Transporter and Shipper shall have the right to examine, at any reasonable time, the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Service Agreement.
- 19.3 More than one Shipper: When two or more persons constitute Shipper under one Service Agreement, except as may otherwise be agreed, Shipper shall designate a single person who shall be rendered the bill and who shall be responsible for payment of all charges. Such billing shall not affect the joint and several obligations of all such persons under such Service Agreement.
- 19.4 Commodity Billing Unit: Commodity and injection and withdrawal billing units for gas hereunder, except as noted in Subsection 19.5, shall be one dkt.
- 19.5 MDDQ, MSDQ, MSCQ and Interruptible Storage Capacity Billing Units:
 The billing units for the foregoing named charges applicable to
 gas service hereunder shall be one equivalent dkt.

20. TAXES

20.1 Shipper shall pay or cause to be paid all taxes and assessments imposed on Shipper with respect to natural gas transported prior to and including its delivery to Transporter, and all taxes and assessments imposed on Shipper with respect to natural gas stored

FERC Docket: RP97-148-002

Original Sheet No. 284A Original Sheet No. 284A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

20. TAXES (Continued)

for Shipper's account, and Transporter shall pay or cause to be paid all taxes and assessments imposed on Transporter with respect to natural gas transported after its receipt by Transporter and prior to delivery to Shipper.

20.2 Transportation sales and service taxes incurred in the State of South Dakota imposed on transportation service rendered to

FERC Docket: RP97-352-000

Second Revised Sheet No. 285 Second Revised Sheet No. 285 : Effective

Superseding: First Revised Sheet No. 285

GENERAL TERMS AND CONDITIONS (Continued)

20. TAXES (Continued)

specific Shipper(s) in said State shall be the responsibility of such Shipper(s). Each such Shipper shall pay to Transporter all such sales and service taxes incurred on the transportation service for that specific Shipper in the monthly billing statements rendered to Shipper(s) pursuant to the Billing and Payment provisions of the General Terms and Conditions of this Tariff.

20.3 Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of the Service Agreement.

21. PAYMENTS

21.1 Payment to Transporter for services rendered during the preceding month shall be due no later than the twelfth (12th) day after the date of the invoice and shall be paid by Shipper on or before such date. When the due date falls on a non-business day,

FERC Docket: RP05- 6-000

Fourth Revised Sheet No. 286 Fourth Revised Sheet No. 286: Effective

Superseding: Third Revised Sheet No. 286

GENERAL TERMS AND CONDITIONS (Continued)

21. PAYMENTS (Continued)

Shipper shall cause such payment to be actually received by Transporter on or before the first business day on which Transporter's Bismarck offices are open prior to such due date. Shipper shall clearly identify the invoice number on all payments.

- 21.2 Remedies for nonpayment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount becomes due, Shipper shall pay Transporter a late charge on the unpaid balance. Such late charge shall accrue for each day beginning the thirteenth (13th) day after the date of the invoice at the rate of interest prescribed by \$154.501 of the FERC's Regulations, or successor basis. Transporter may, on a nondiscriminatory basis, exercise its right to waive all or part of any late charge. Without prejudice to any other rights and remedies available to Transporter under the law and the Service Agreement, Transporter shall have the right to discontinue service under this Tariff without obtaining additional prior approval from the FERC if any charge billed Shipper remains unpaid for thirty (30) days after the due date thereof; provided, however, prior to suspension Transporter shall follow these notification procedures:
 - 21.2.1 First Notice: On or about ten (10) days after the due date of any payment, Transporter shall contact Shipper by telephone or other routine communication means to advise that unpaid bills may lead to suspension of service when more than thirty (30) days past due;
 - 21.2.2 Second Notice: On or about twenty (20) days after the due date of any payment, Transporter shall notify Shipper by written correspondence to advise that continued failure to pay bills may lead to suspension of service when the bill becomes more than thirty (30) days past due;

FERC Docket: RP97-352-000

First Revised Sheet No. 287 First Revised Sheet No. 287: Effective

Superseding: Original Sheet No. 287

GENERAL TERMS AND CONDITIONS (Continued)

21. PAYMENTS (Continued)

21.2.3 Final Notice: Not less than five (5) days prior to the thirtieth (30th) day after the due date of any payment or five (5) days before Transporter intends to suspend service under this Subsection 21.2, if such suspension will occur more than thirty (30) days after the due date, Transporter shall inform the FERC, interested State utility regulators, and Shipper in writing and delivered by any reliable and expeditious means available, that service shall be suspended.

Provided further, however, that in the event of a bona fide dispute between the parties concerning the amount of the unpaid bill, Transporter shall not suspend service under the notification procedure outlined above when Shipper acts in a timely manner to provide additional information and security for Transporter in accordance with the following procedures:

- 21.2.3.1 Identify Dispute: Within fifteen (15) days after the due date of any payment, Shipper shall notify Transporter by written correspondence of the amount billed that is in bona fide dispute and of all reasons and documentation why Shipper believes full payment is not now appropriate; and
- 21.2.3.2 Payment Security: Within thirty (30) days after the due date of any payment, Shipper shall either pay in full the total amount billed without prejudice to Shipper's rights to dispute all or part of said amount and subject to return by Transporter of the disputed amount so identified, with interest calculated in accordance with Subsection 21.2, after resolution of that dispute in favor of Shipper or pay the undisputed portion of the amount billed in full and furnish good and sufficient surety bond, guaranteeing payment to Transporter of all amounts ultimately found due after resolution of the dispute, including the amount now in dispute plus the estimated

FERC Docket: RP97-352-000

Second Revised Sheet No. 288 Second Revised Sheet No. 288 : Effective

Superseding: First Revised Sheet No. 288

GENERAL TERMS AND CONDITIONS (Continued)

21. PAYMENTS (Continued)

interest calculated in accordance with Subsection 21.2 that accrues until resolution of the dispute, which may be reached either by agreement or judgment of a court of competent jurisdiction. If resolution of the dispute is in favor of Shipper and Shipper furnished a surety bond instead of paying the disputed amount, Transporter shall refund to Shipper the costs incurred in securing that surety bond for this dispute. This Subsection does not apply to ordinary adjustments of underpayment, overpayment or error in billing in accordance with Subsection 21.3. Shipper shall clearly identify the invoice number on all payments.

- 21.3 Adjustment of underpayment, overpayment or error in billing: If at any time Transporter determines that Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff, and Shipper shall have actually paid the bills containing such overcharge or undercharge, within thirty (30) days after the final determination thereof (except where otherwise required by statute, rule, regulation or order), Transporter shall refund the amount of any such overcharge, and Shipper shall pay the amount of any such undercharge, both with interest thereon at the then effective rate computed in the same manner as set forth in Subsection 21.2. Interest on overcharges or undercharges shall be calculated from the time such overcharge or undercharge was paid or due to the date of refund or payment, respectively. This Subsection does not apply to payments subject to a bona fide billing dispute in accordance with Subsection 21.2.
- 21.4 In the event either party discovers an error in the amount billed in any statement rendered by Transporter, such error should be identified within six (6) months of the date of the invoice. The other party shall have three (3) months from the month in which the error was identified to dispute such error. This timeline shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, or government-required rate changes. The parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this provision.

FERC Docket: RP04-377-000

Tenth Revised Sheet No. 288A Tenth Revised Sheet No. 288A: Effective

Superseding: Ninth Revised Sheet No. 288A

GENERAL TERMS AND CONDITIONS (Continued)

21. PAYMENTS (Continued)

21.5 Filing fees: Shipper shall reimburse Transporter, within fifteen (15) days of receipt of an invoice, for any and all filing fees incurred by Transporter in connection with the service to be provided Shipper under a Service Agreement.

21.6 Application of Rate Discounts

- 21.6.1 Reservation Rate Discounts Any rate discount from a maximum reservation charge granted by Transporter in accordance with the applicable Section of the FERC's Regulations for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations shall apply first to the Gas Technology Institute (GTI) surcharge, followed by the base tariff rate, and last, all Gas Supply Realignment (GSR) surcharges.
- 21.6.2 Commodity Rate Discounts Any rate discount from a maximum commodity charge granted by Transporter in accordance with the applicable Section of the FERC's Regulations for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations shall apply first to the base tariff rate, excluding the variable cost component and Take-or-Pay Throughput surcharges on a pro rata basis, and last, to all Gas Supply Realignment (GSR) surcharges.
- 21.7 Shipper making payment should submit supporting documentation; Transporter receiving payment should apply payment per supporting documentation provided by the paying Shipper; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two business days of the payment due date.

FERC Docket: RP09-506-000

Second Revised Sheet No. 289 Second Revised Sheet No. 289

Superseding: First Revised Sheet No. 289

GENERAL TERMS AND CONDITIONS (Continued)

22. INSOLVENCY/PERFORMANCE PROVISION

22.1 Transporter shall not be required to perform or continue service under this Tariff on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness based upon the criteria provided in Subsection 7.7 of these General Terms and Conditions on an ongoing basis. Provided, however, such Shipper may receive service under this Tariff if Shipper provides an advance deposit, a standby irrevocable letter of credit, a security interest in collateral found to be satisfactory to Transporter or a guarantee, satisfactory to Transporter, by another person or entity that satisfies the credit evaluation in an amount equal to the cost of performing the service requested by Shipper for three (3) months of highest estimated usage, unless otherwise agreed. For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing by such Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

22.2 Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with any terms of Transporter's applicable Rate Schedule and all terms of Shipper's Service Agreement with Transporter.

23. POSSESSION OF GAS

Shipper shall be in exclusive control and possession of the gas until such gas has been received by Transporter at the point(s) of receipt and after such gas has been delivered by Transporter at the point(s) of delivery. Transporter shall be in exclusive control and possession of such gas while it is in Transporter's pipeline system. Transporter's responsibility with respect to Shipper's gas shall be deemed to be met if Transporter exercises ordinary care in protecting such gas.

FERC Docket: RP00-282-000

First Revised Sheet No. 290 First Revised Sheet No. 290 : Effective

Superseding: Original Sheet No. 290

GENERAL TERMS AND CONDITIONS (Continued)

24. PIPELINE SERVICE OBLIGATIONS

- 24.1 Any Shipper having a right to firm transportation capacity prior to the implementation of this Tariff shall be allowed to reduce its firm transportation capacity prior to the effectiveness of this Tariff if another Shipper can be found who is willing to reserve that capacity for the same or longer term by executing a Service Agreement under which that Shipper will pay the maximum rate applicable to the firm service. In the event such a replacement Shipper is found, Transporter shall have automatic abandonment authority for its service obligation under Section 284.14(e) of the FERC's Regulations, to the extent of such reduction or termination. If no such replacement Shipper is found, the existing firm transportation capacity holder shall be required to retain the firm transportation capacity to which it has a right and to be bound by the terms of Rate Schedule FT-1 as it applies to such capacity.
- 24.2 After restructuring under Order No. 636, et seq., is implemented through the effectiveness of this Tariff, Transporter shall have pregranted automatic abandonment authority for its pipeline service obligations upon termination of a Service Agreement for transportation and/or storage service in accordance with the following:
 - 24.2.1 For firm Service Agreements with a term of at least five (5) years: Shipper may exercise its unilateral right to rollover the Service Agreement at the maximum rates. If no unilateral rollover right is exercised at the maximum rates, Shipper shall have a right of first refusal as described in Subsection 24.4. If Shipper does not exercise its right of first refusal in accordance with Subsection 24.4, Transporter's service obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.
 - 24.2.2 For firm Service Agreements with a term of from one (1) year to five (5) years: Shipper shall have a right of first refusal as described in Subsection 24.4. If Shipper does not exercise its right of first refusal in accordance with Subsection 24.4, Transporter's service

FERC Docket: RP08- 68-000

Fourth Revised Sheet No. 291 Fourth Revised Sheet No. 291: Effective

Superseding: Third Revised Sheet No. 291

GENERAL TERMS AND CONDITIONS (Continued)

PIPELINE SERVICE OBLIGATIONS (Continued)

obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.

- 24.2.3 For firm Service Agreements with a term of less than one (1) year: Transporter may exercise its right of pregranted automatic abandonment upon expiration of the Service Agreement and there shall be no right of first refusal or rollover, unless agreed to in writing in the original Service Agreement executed by Shipper and Transporter.
- 24.2.4 For interruptible Service Agreements: Transporter may exercise its right of pregranted automatic abandonment upon expiration of the Service Agreement and there shall be no right of rollover unless agreed to in writing in the original Service Agreement executed by Shipper and Transporter.
- 24.3 The right of first refusal shall be applicable only to service at the maximum rate under a firm Service Agreement with a term of at least 12 months of consecutive service, except that a maximum rate contract for more than one year, for a service which is not available for 12 consecutive months, would be subject to the right of first refusal.
 - 24.3.1 Service Agreements which include negotiated (except as described in Subsection 51.4 of these General Terms and Conditions), seasonal (except as described in Subsection 24.3), limited term service (except as described in Subsections 10.5 and 10.6) and/or discounted rates shall not be eligible for the right of first refusal.
- 24.4 To exercise the right of first refusal so as to avoid pregranted automatic abandonment as discussed in this Section 24, firm service Shippers falling into the categories defined by Subsections 24.2.1, 24.2.2 and 24.3 shall use the following procedures:

FERC Docket: RP08- 68-000

Third Revised Sheet No. 291A Third Revised Sheet No. 291A: Effective

Superseding: Second Revised Sheet No. 291A

GENERAL TERMS AND CONDITIONS (Continued)

24. PIPELINE SERVICE OBLIGATIONS (Continued)

For firm Service Agreements with a term of one year or longer that are not limited in rollover rights pursuant to Subsections 10.5 and 10.6 of these General Terms and Conditions, no less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement, a Shipper who chooses to retain its firm capacity must so notify Transporter of its desire to execute a new firm Service Agreement for the maximum rate and for a term at least as long as the term of the expiring firm Service Agreement. Upon notification Transporter will tender to Shipper a new firm Service Agreement, which Shipper must execute within thirty (30) days of the date of receipt, to become effective upon the termination of such Shipper's currently effective firm Service Agreement. Failure to give such notice and/or to execute the new firm Service Agreement within the thirty (30) day period will authorize Transporter to offer such firm capacity to others and will result in the automatic abandonment of the current Shipper's entitlement at the end of the existing firm Service Agreement term unless Shipper elects to exercise its right to match bids from others as outlined in Subsection 24.4.5.

24.4.2 Transporter will post all firm capacity released in accordance with Subsection 24.4.1 via an electronic communication mechanism and

FERC Docket: RP09-506-000

Fifth Revised Sheet No. 292 Fifth Revised Sheet No. 292

Superseding: Fourth Revised Sheet No. 292

GENERAL TERMS AND CONDITIONS (Continued)

24. PIPELINE SERVICE OBLIGATIONS (Continued)

solicit bids for the released firm capacity. Such bids must be tendered to Transporter within thirty (30) days of such posting in accordance with the procedures specified in Section 10 of these General Terms and Conditions. Such bids must include, at a minimum, the information specified in Subsection 24.4.3. Shippers may submit more than one bid for the released capacity and may submit bids any time during the thirty (30) day posting period. Transporter will post all such bids via an electronic communication mechanism, exclusive of the Bidders' names.

- 24.4.2.1 Upon expiration of the thirty (30) day bidding period, Williston Basin will have twenty (20) days to perform an analysis to determine the best offer.
- 24.4.3 A bona fide bid for released firm capacity may be submitted in accordance with Subsection 7.6 of these General Terms and Conditions via an electronic communication mechanism. Potential Shipper(s) not submitting bids for released firm capacity via an electronic communication mechanism must submit bids using an alternate method acceptable to Transporter, i.e., facsimile, mail or hand-delivery. Bids submitted using such alternate method must be tendered on the Uncommitted Capacity Bid Form provided on Transporter's Website under Other Information. All bids must meet the creditworthiness and prepayment requirements contained in Subsections 7.7 and 10.4.4 of these General Terms and Conditions, respectively.
- 24.4.4 At the close of the bidding process, Transporter shall determine which bid constitutes the best offer by determining which bid provides the highest economic

FERC Docket: RP97-410-001

First Revised Sheet No. 292A First Revised Sheet No. 292A: Effective

Superseding: Original Sheet No. 292A

GENERAL TERMS AND CONDITIONS (Continued)

24. PIPELINE SERVICE OBLIGATIONS (Continued)

value to Transporter utilizing a net present value per unit of demand calculation. Nothing herein shall require Transporter to accept a bid which would involve a discounted rate for the acquired service. The net present value calculation, as detailed in Subsection 10.4 of these General Terms and Conditions, will be considered along with an analysis of operational considerations, as detailed in Subsection 10.1 of these General Terms and Conditions, to determine the best offer.

FERC Docket: RP09-203-000

Sixth Revised Sheet No. 293 Sixth Revised Sheet No. 293

Superseding: Fifth Revised Sheet No. 293

GENERAL TERMS AND CONDITIONS (Continued)

24. PIPELINE SERVICE OBLIGATIONS (Continued)

24.4.5 Upon notification, the original Shipper shall have the option, to be exercised within thirty (30) days of Transporter determining which bid constitutes the best acceptable bid as detailed in Subsection 24.4.4 to execute a firm Service Agreement with Transporter which matches the bid constituting the highest economic value to Transporter. If the original Shipper declines to exercise this option, Transporter shall proceed to execute a Service Agreement with the potential Shipper who submitted the best acceptable bid. Upon execution of a firm Service Agreement with such acquiring Shipper, Transporter will post the details of the winning bid via an electronic communication mechanism.

24.4.6 If, upon expiration of the bidding period described in Subsection 24.4.2, no acceptable bid for the released firm capacity is received, upon notification of same, the original Shipper shall have the option, to be exercised within thirty (30) days of Transporter determining that no acceptable bid has been received, of executing a firm Service Agreement with Transporter, at the maximum rate, for any term requested by such Shipper. If the original shipper fails to execute a firm Service Agreement within thirty (30) days, the Right of First Refusal shall expire.

25. ODORIZATION

As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the natural gas received or to maintain any odorant levels in such natural gas. Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the Service Agreement, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged failure by Shipper, Transporter and/or any other person, association, or entity, public or private, to odorize the gas or to maintain any odorant levels in such gas.

FERC Docket: RS92- 13-004

Original Sheet No. 294 Original Sheet No. 294: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26. FORCE MAJEURE

Force majeure: In the event of either Party being rendered wholly or in part by force majeure unable to carry out its obligations under the Service Agreement, the obligations of the Parties hereto, insofar as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of said Service Agreement by either Party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said Service Agreement relieve either Party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either Party of liability unless such Party shall give notice and full particulars of the same in writing or by telephone to the other Party as soon as possible after the occurrence relied on. If volumes of Shipper's gas are destroyed while in Transporter's possession by an event of force majeure, the obligations of the Parties under the Service Agreement shall terminate with respect to the volumes lost.

The term "force majeure" as employed herein shall include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Transporter or Shipper under the Service Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, sudden partial or sudden entire failure of Transporter's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such Party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

FERC Docket: RS92- 13-004

Original Sheet No. 295 Original Sheet No. 295: Effective

GENERAL TERMS AND CONDITIONS (Continued)

26. FORCE MAJEURE (Continued)

The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire, at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other authorizations from third parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under the Service Agreement, when any such inability directly or indirectly contributes to or results in either Party's inability to perform its obligations. The term "force majeure" as employed herein shall not include failure of Shipper's gas supply.

27. WARRANTY

Each Party warrants that the title to all gas received and/or delivered to the other Party hereunder will at the time of receipt and/or delivery be free from all liens and adverse claims, and each Party shall indemnify the other Party against all damages, costs, and expenses of any nature whatsoever arising from every claim against said gas.

28. INDEMNIFICATION

- 28.1 Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever occurring in connection with or relating in any way to the Service Agreement, including costs and attorneys' fees, whether or not such liability, loss or damage results from any demand, claim, action, cause of action, or suit brought by Shipper or by any person, association or entity, public or private, that is not a Party to the Service Agreement, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees or contractors as a direct or indirect result of any breach of the Service Agreement or sole or concurrent negligence or gross negligence or other tortious act(s) or omission(s) by Shipper or the officers, agents, employees or contractors of Shipper.
- 28.2 Notwithstanding anything to the contrary in the Service Agreement, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors

FERC Docket: RP09-36-000

First Revised Sheet No. 296 First Revised Sheet No. 296

Superseding: Original Sheet No. 296

GENERAL TERMS AND CONDITIONS (Continued)

28. INDEMNIFICATION (Continued)

against any liability, loss or damage whatsoever, including costs and attorneys' fees, suffered by Transporter, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the natural gas tendered for transportation, gathering, or storage services.

29. NOTICES

Any notice, request, demand, statement or bill provided for in this Tariff or in a Service Agreement, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by post-paid mail addressed to said Party at the address specified in the Service Agreement, or at such other address as either Party may designate in writing.

30. ASSIGNMENT

Any entity which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. Shipper may, without relieving itself of its obligations under a Service Agreement, assign any of its rights to an entity with which it is affiliated, but otherwise, no assignment of such Service Agreement, or of any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the prior written consent thereto of Transporter, however, such consent shall not unreasonably be withheld. Transporter reserves the right to evaluate and approve the creditworthiness of the new entity in accordance with these General Term and Conditions. If the assignee does not satisfy the creditworthiness provisions, such Service Agreement shall remain with the original Shipper. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security of its indebtedness. This Section shall not be construed as prohibiting a Shipper from participating in the Firm Capacity Release Mechanism described in Section 17 of these General Terms and Conditions.

FERC Docket: RP09-36-000

Original Sheet No. 296A Original Sheet No. 296A

GENERAL TERMS AND CONDITIONS (Continued)

31. NON-WAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of this Tariff or a Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

FERC Docket: RS92- 13-004

Original Sheet No. 297 Original Sheet No. 297: Effective

GENERAL TERMS AND CONDITIONS (Continued)

32. JOINT OBLIGATIONS

- 32.1 When two or more persons are Shipper under the same Service Agreement, an agent will be designated and authorized to act on behalf of all such persons.
- 32.2 When Shipper under a Service Agreement consists of two or more persons, the obligations of such persons under such Service Agreement shall be joint and several and, except as otherwise provided, any action that is to be taken by Shipper shall be taken by persons jointly.
- 33. APPLICATIONS FOR AUTHORITY AND CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY
 - 33.1 Transporter and each Shipper shall proceed with diligence to file applications with the FERC and other governmental authorities for any authorizations necessary to carry out their respective obligations hereunder or under any Service Agreement incorporating these General Terms and Conditions.
 - 33.2 Each Party's obligations under a Service Agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary, in form and substance satisfactory to the Party applying therefor. Neither Transporter nor any Shipper shall be required to accept any authorization which contravenes, nullifies, or is contrary to any provisions hereof or of such Service Agreement.

34. ATTRIBUTION OF COSTS

34.1 Attribution of costs: If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the FERC directly or indirectly requires changes in the costs attributable to services provided by Transporter hereunder or the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the applicable rate(s) hereunder shall be changed to reflect the full recovery from Shipper of all costs attributed to the services provided hereunder or to reflect any new rate form.

FERC Docket: RP10-602-000

Sixth Revised Sheet No. 298 Sixth Revised Sheet No. 298

Superseding: Fifth Revised Sheet No. 298

GENERAL TERMS AND CONDITIONS (Continued)

34. ATTRIBUTION OF COSTS (Continued)

34.2 Changes in rate(s): Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes.

35. SCHEDULES AND AGREEMENTS SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions, and the respective obligations of the Parties under the Service Agreements are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990)

This Section 36, which is applicable to filings submitted to the FERC prior to November 1, 1990, applies to those customers/Shippers (hereinafter also referred to as customers or Shippers) who: purchased gas pursuant to Rate Schedules G-1 and SGS-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1; were subject to the rates and/or Rate Schedules contained in Transporter's canceled FERC Gas Tariff, Original Volume Nos. 1-A, 1-B and 2; and/or, are subject to the currently effective rates and/or Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

36.1 Purpose. This Section 36 establishes the procedures which will permit Transporter to recover from its applicable customers/Shippers, as discussed above, payments to Transporter's natural gas producer/suppliers made in settlement

FERC Docket: RP97-227-000

Sub Original Sheet No. 298A Sub Original Sheet No. 298A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (Continued) (For Filings Submitted to FERC Prior to November 1, 1990)

of claims arising under its gas purchase agreements or to reform the price, take-or-pay or other clauses of such agreements or to terminate or suspend such agreements, payments made to Transporter's natural gas producer/suppliers pursuant to court order(s) resolving claims arising under such contracts, claims for breach of such contracts, or any similar

FERC Docket: RS92- 13-004

Original Sheet No. 299 Original Sheet No. 299: Effective

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

claims, and any other amount constituting a buyout or buydown cost (hereinafter collectively referred to as "buyout/buydown" payments or costs).

In the event Transporter makes more than one filing to recover buyout/buydown costs, Transporter reserves the right to propose different recovery methods and/or different total recovery periods for each such filing.

- 36.2 Definitions. The definitions of terms applicable to this Section 36 are as follows:
 - 36.2.1 Total Recovery Period The period beginning on the effective date any new rates become effective under this Section 36 and continuing until all amounts and interest (hereinafter also referred to as carrying charges) thereon have been amortized in accordance with Subsection 36.4 hereof. The length of each total recovery period will be determined and specified by Transporter at the time of filing for authority to implement such rates based on dollar amounts paid by Transporter pursuant to Subsection 36.2.2 hereof. The "First Total Recovery Period" shall begin July 1, 1990, for service rendered on and after that date, and continue thereafter through June 30, 1995 for purposes of the Fixed Monthly Surcharge established pursuant to Subsection 36.3.1 hereof and shall begin November 1, 1990, for service rendered on and after that date, and continue thereafter through October 31, 1995 for purposes of the Throughput Surcharge established pursuant to Subsection 36.3.3 hereof. Carrying Charges as provided for in this Section 36, however, shall begin accruing on all Amortized Amounts to be recovered during the First Total Recovery Period on July 1, 1990.
 - 36.2.2 Payments to Producer/Suppliers The dollar amounts paid by Transporter to any of its producers/suppliers which constitute buyout/buydown payments. Such payments will include payments made pursuant to order(s) or settlement(s) with respect to gas purchase contracts which are or were the subject of litigation

FERC Docket: RP10-602-000

Fifth Revised Sheet No. 300 Fifth Revised Sheet No. 300 Superseding: Substitute Fourth Revised Sheet No. 300

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

before court(s) and/or arbitration proceedings as of March 31, 1989. Such payments shall also include known and measurable buyout/buydown amounts for which a filing is submitted to FERC prior to December 31, 1990 or such other later "sunset date" as may be implemented. Transporter's monthly billings to its customers shall contain, as applicable, a separately stated fixed monthly surcharge and/or throughput surcharge providing for the recovery of all or a portion of Transporter's buyout/buydown costs, plus appropriate carrying charges. Carrying charges shall be the quarterly interest rate published by the FERC and computed in accordance with Section 154.501 of the FERC's Regulations.

- 36.2.3 Amortized Amounts The amount of payments to producer/suppliers subject to amortization shall be determined by Transporter pursuant to order(s) or settlement(s) with respect to the aforesaid gas purchase contracts which are or were the subject of litigation before court(s) and/or arbitration proceedings as of March 31, 1989 and other known and measurable amounts for which a filing is submitted to FERC prior to December 31, 1990 or such other later "sunset date" as may be implemented.
- 36.2.4 Throughput Surcharge A throughput delivery surcharge reflected on the Statement of Rates tariff sheet(s) contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 36.2.5 Effective Total Throughput The total annual transportation throughput, excluding stop-in-time intermediate receipt and/or delivery points, underlying Transporter's then currently effective rates contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

FERC Docket: RP10-602-000

Fourth Revised Sheet No. 300A Fourth Revised Sheet No. 300A Superseding: Third Revised Sheet No. 300A

GENERAL TERMS AND CONDITIONS (Continued)

TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued) 36.

36.3 $\,$ Applicability of Charges. The charges pursuant to this Section 36 are applied as follows:

FERC Docket: RP96-332-000

Second Revised Sheet No. 301 second Revised Sheet No. 301 : Effective

Superseding: Original Sheet No. 301

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

36.3.1 Determination of Fixed Monthly Surcharge - The fixed monthly surcharge to be recovered hereunder shall include that percentage of Transporter's applicable buyout/buydown costs elected by Transporter, plus appropriate interest. The allocation of these costs to each Shipper previously served under Transporter's previously effective Rate Schedules G-1 and SGS-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1 as of August 31, 1989 shall be based on a cumulative purchase deficiency method allocation procedure pursuant to FERC Order No. 500. Each such Shipper's allocated share of such charges shall be based upon a comparison of (1) the annual average of sales made by Transporter or its predecessor for the calendar years which shall be determined by Transporter to be the "Deficiency Period" with (2) the annual average of sales made by Transporter or its predecessor for the calendar year(s) which Transporter shall determine to be the "Base Period".

The excess of the annual average figure derived in (2) of the preceding sentence over the annual average figure derived in (1) thereof shall be Shipper's purchase deficiency, and the percentage allocation for each Shipper shall be based on the proportion of such Shipper's purchase deficiency to the total of the purchase deficiencies of all Shippers. The fixed monthly surcharge, including carrying charges in accordance with Section 154.501 of the FERC's Regulations, for each Shipper is set forth on Sheet No. 308 of this FERC Gas Tariff, Second Revised Volume No. 1, for the "First Total Recovery Period." The fixed monthly surcharge shall be adjusted annually to reflect the annual fixed surcharge reconciliation described in Subsection 36.3.2

Shipper(s) may elect to pay the sum of the fixed monthly surcharge(s) for the remaining portion of the total recovery period, excluding future interest, with the first bill after the effective date of any FERC Order(s) permitting such fixed monthly surcharge(s) or

FERC Docket: RS92- 13-004

Original Sheet No. 302 Original Sheet No. 302: Effective

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

during any subsequent month during the total recovery period. Such lump sum payment shall not relieve Shipper of its obligation to pay any additional fixed monthly surcharges for buyout/buydown costs resulting from future filings, including, but not limited to, any additional amounts allocable to such Shipper as a result of a prudence hearing as described in Subsection 36.7.

36.3.2 Annual Fixed Surcharge Reconciliation - On or before May 31 of each year, commencing on May 31, 1991, Transporter shall file with the FERC, as part of an "Annual Reconciliation" filing, revised tariff sheets showing the restated fixed monthly surcharges to be assessed commencing the next July 1, to take into account any overcollections or undercollections related to actual carrying charges, based on FERC published interest rates applied to actual buyout/buydown payments made by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Shipper(s) on buyout/buydown costs collected from Shipper(s) during such portion of the recovery period that such buyout/buydown costs had not been expended by Transporter, using the latest available actual data for the recovery period ending the preceding March 31, and adjust the fixed monthly surcharge to take into account any overcollections or undercollections related to such recalculations. The adjusted fixed monthly surcharge resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such adjusted fixed monthly surcharge shall be determined by dividing the adjusted unamortized buyout/buydown costs to be recovered through the monthly fixed surcharges, plus the adjusted interest, by the number of months remaining in the total recovery period and adding thereto carrying charges for the next twelve (12) months.

At the completion of the total recovery period, Transporter shall bill or return to Shipper(s), including interest, any undercollections or overcollections under Subsection 36.3.1.

FERC Docket: RP10-602-000

Third Revised Sheet No. 303 Third Revised Sheet No. 303

Superseding: Second Revised Sheet No. 303

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

36.3.3 Determination of Throughput Surcharge - The throughput surcharge for the total recovery period shall be calculated to recover a percentage to be determined by Transporter of the amortized amount. The throughput surcharge shall be determined by dividing the annual principal amount of the costs to be recovered through the surcharge, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the effective total throughput. Such surcharge rate will be specified, as applicable, on tariff sheets contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Such rate will be in effect until adjusted in accordance with Subsection 36.3.4. The throughput surcharge shall be assessed to all Shippers subject to Transporter's applicable transportation rates and/or Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Transporter may from time to time, and at any time, selectively and separately discount any or all of the throughput surcharge applicable to transportation service for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations from Transporter under its FERC Gas Tariff, Second Revised Volume No. 1. Such discounting, however, shall be in accordance with Section 284.7(c)(5) of the FERC's Regulations. The maximum throughput surcharge shall be stated on Sheet Nos. 15, 18 and 21 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. The minimum rate for each such throughput surcharge is zero.

36.3.4 Annual Throughput Surcharge Reconciliation - On or before May 31 of each year, commencing on May 31, 1991, Transporter shall recalculate the throughput surcharge to reflect revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to actual buyout/buydown payments made by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Shipper(s) on buyout/buydown costs collected from Shipper(s)

FERC Docket: RP10-602-000

Third Revised Sheet No. 304 Third Revised Sheet No. 304

Superseding: Second Revised Sheet No. 304

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

during such portion of the recovery period that such buyout/buydown costs had not been expended by Transporter, and shall tender, as part of an Annual Reconciliation filing, the throughput surcharge to be assessed commencing the next July 1, reflecting such recalculations, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations. The adjusted throughput surcharge resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such surcharge shall be determined by dividing the next annual principal amount, as adjusted, plus any adjustment to interest for the prior period(s), plus applicable future interest, by the effective total throughput applicable to the next annual period.

Accounting Procedures for Buyout/Buydown Costs. Transporter shall maintain separate principal and interest subaccounts in Account 186 to record take-or-pay buyout/buydown costs for each surcharge recovery mechanism. The principal subaccounts for the fixed monthly surcharge and/or throughput surcharge will be debited with that portion of Transporter's applicable take-or-pay buyout/buydown costs elected by Transporter and permitted to become effective by order(s) of FERC and for the amount(s) necessary to ensure that Transporter is kept whole whenever FERC determines that particular services may not be assessed a specific surcharge. Each month these principal subaccounts shall be credited with the principal portion of the fixed monthly surcharge, if any, and an amount determined by applying the principal portion of the throughput surcharge to the applicable transportation volumetric determinants underlying Transporter's then effective base rates contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1. The balance is the result of applying the current month's credits as calculated above against the prior month's balance. The interest subaccounts will be debited and/or credited monthly, as applicable, for interest accrued or owed at the current FERC published interest rate, and credited with the interest portion of the fixed monthly surcharge and an amount determined by applying the interest portion of the throughput surcharge to the applicable transportation volumetric determinants underlying Transporter's

FERC Docket: RP10-602-000

First Revised Sheet No. 305 First Revised Sheet No. 305

Superseding: Original Sheet No. 305

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

then effective base rates contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Obligation to Pay. Any Shipper liable for charges under this Section 36 as a result of filings submitted to the FERC after the effectiveness of this Section 36 or as a result of the effectiveness of Section 32 of the General Terms and Conditions of Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, prior to the effectiveness of this Second Revised Volume No. 1 Tariff shall not be relieved of its obligation under this Section 36 in the event that the Service Agreement between Shipper and Transporter under Transporter's previously effective Rate Schedules G-1 and SGS-1, or successor(s), contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, is terminated or has its term reduced for any reason including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, conversion of such agreement to transportation service, a change in corporate identity or bankruptcy. In such event, Transporter shall, at Shipper's option, either (a) bill Shipper, within forty-five (45) days after the effectiveness of such termination or reduction, a one-time charge for the full amount of said Shipper's fixed monthly surcharge remaining due for the total recovery period, or (b) continue billing the fixed monthly surcharge to Shipper or, if appropriate, Shipper's successor in interest, during the remainder of the total recovery period (including under its new corporate identity, if any, and/or under Shipper's new Rate Schedule, if any, or in any other manner allowable). Shipper shall remain obligated to pay any additional charges for buyout/buydown costs resulting from future filings permitted under law to recover buyout/buydown costs related to gas purchase contracts which were not the subject of litigation before $\operatorname{court}(s)$ and/or arbitration proceedings as of March 31, 1989 to the extent Shipper is a customer at the time of such filing. Shipper shall also remain obligated to pay any additional charges for buyout/buydown costs resulting from future filings to recover costs related to gas purchase contracts which were the subject of litigation before $\operatorname{court}(s)$ and/or arbitration proceedings as of March 31, 1989.

FERC Docket: RP10-602-000

Third Revised Sheet No. 306 Third Revised Sheet No. 306

Superseding: Second Revised Sheet No. 306

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

Transporter reserves the right to reallocate among its remaining Shippers to whom the fixed monthly surcharge provisions of this Section 36 are applicable, all fixed monthly surcharges in the event any customer is relieved of its obligation to pay its otherwise applicable fixed monthly surcharge by a FERC or court order.

- 36.6 Payment. Transporter shall include the applicable surcharges to Shipper pursuant to this Section 36 in the monthly billing statements rendered to Shipper pursuant to the Billings and Payments provisions of the applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 36.7 Prudence. This section establishes Transporter's method of recovery of buyout/buydown costs following an unsuccessful prudence challenge before the FERC by Shipper (which term, as applicable, shall also include, for purposes of this Subsection 36.7, a customer receiving sales or transportation service under Transporter's canceled FERC Gas Tariff, Volume Nos. 1, 1-A, 1-B and 2 and/or Transporter's currently effective Second Revised Volume No. 1) or by a regulatory agency in a state served by Shipper, consumer advocates or other organizations in a state served by Shipper charged with representing consumers in regulatory proceedings or by an organization of which Shipper is a member. If such challenge occurs, Transporter shall be authorized to collect from Shipper the full portion of the total costs to be recovered under this Section 36, which is applicable to Shipper under Transporter's subject filing pursuant to this Section 36, not reduced by the portion thereof which Transporter otherwise agreed or was required to absorb. The amounts to be collected pursuant to the immediately preceding sentence, increased by appropriate carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall constitute the Adjusted Full Amount. Such adjusted full amount shall be collected from Transporter's previous sales customers served under Rate Schedules G-1 and SGS-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1 in the form of an additional fixed monthly surcharge, of the type provided for and pursuant to Subsection 36.3.1 hereof, but with the amount

FERC Docket: RP10-602-000

Third Revised Sheet No. 307 Third Revised Sheet No. 307

Superseding: Second Revised Sheet No. 307

GENERAL TERMS AND CONDITIONS (Continued)

36. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

increased to the adjusted full amount. Such adjusted full amount shall be collected, as applicable, from a Shipper served under Transporter's previously effective FERC Gas Tariff, Volume Nos. 1-A, 1-B and 2 and/or $\,$ Transporter's currently effective FERC Gas Tariff, Second Revised Volume No. 1 in the form of an adjustment to the applicable throughput surcharge for such Shipper which is due under Subsection 36.3.3 hereof, which adjustment shall increase such surcharge to require the Shipper to pay also the portion of the full amount which Transporter otherwise agreed or was required to absorb. In addition, if applicable, Transporter shall also collect by direct billing to any such Shipper, the product of (1) the difference between the adjusted throughput surcharge for such Shipper resulting from the prudence challenge and the throughput surcharge billed to the Shipper, if any, by Transporter prior to the adjustment and (2) the quantities transported for such Shipper up through the effective date of the adjusted throughput surcharge, plus carrying charges in accordance with Section 154.501, of the FERC's Regulations.

In the event any Service Agreement between Transporter, for any Rate Schedule under Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, and/or Original Volume Nos. 1-A, 1-B and 2, or its currently effective FERC Gas Tariff, Second Revised Volume No. 1, and any person who is subject to charges under this Subsection 36.7, is terminated or has its term reduced for any reason, including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, conversion of such agreement to transportation service, or a change in corporate identity or bankruptcy, such person shall not be relieved of its obligations under this Subsection 36.7, and Transporter may collect amounts due by direct billing to such person.

FERC Docket: TM95-3-49-000

Second Revised Sheet No. 308 \times Effective

Superseding: Substitute First Revised Sheet No. 308

GENERAL TERMS AND CONDITIONS (Continued)

TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM 36. (For Filings Submitted to FERC Prior to November 1, 1990) (Continued)

> FIXED MONTHLY SURCHARGE UNDER SECTION 36 OF THE GENERAL TERMS AND CONDITIONS PURSUANT TO FILING IN DOCKET NO. RP90-137-000

Fixed Monthly Surcharge for Period July, 1995 - June, 1996 Sale for Resale Customers -----

Montana-Dakota Utilities Co. \$ 0.00 0.00 Wyoming Gas Company

FERC Docket: RP10-602-000

Sixth Revised Sheet No. 309 Sixth Revised Sheet No. 309

Superseding: Fifth Revised Sheet No. 309

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990)

This Section 37, which is applicable to filings submitted to the FERC after November 1, 1990, applies to those customers/Shippers (hereinafter also referred to as customers or Shippers) who: purchased gas pursuant to Rate Schedules G-1 and SGS-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1.; were subject to the rates and/or Rate Schedules contained in Transporter's canceled FERC Gas Tariff, Original Volume Nos. 1-A, 1-B and 2; and/or, are subject to the currently effective rates and/or Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

37.1 Purpose. This Section 37 establishes the procedures which will permit Transporter to recover from its applicable customers/Shippers, as discussed above, payments to Transporter's natural gas producer/suppliers made in settlement of claims arising under its gas purchase agreements or to reform the price, take-or-pay or other clauses of such agreements or to terminate or suspend such agreements, payments made to Transporter's natural gas producer/suppliers pursuant to court order(s) resolving claims arising under such contracts, claims for breach of such contracts, or any similar claims, and any other amount constituting a buyout or buydown cost (hereinafter collectively referred to as "buyout/buydown" payments or costs).

In the event Transporter makes more than one filing to recover buyout/buydown costs, Transporter reserves the right to propose different recovery methods and/or different total recovery periods for each such filing.

37.2 Definitions. The definitions of terms applicable to this Section 37 are as follows:

FERC Docket: RP97-227-000

Original Sheet No. 309A Original Sheet No. 309A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990)

37.2.1 Total Recovery Period - The period beginning on the effective date any new rates become effective under this Section 37 and continuing until all amounts and interest (hereinafter also referred to as carrying charges) thereon have been amortized in accordance with Subsection 37.4 hereof. The length of each total

FERC Docket: RP10-602-000

Fourth Revised Sheet No. 310 Fourth Revised Sheet No. 310

Superseding: Third Revised Sheet No. 310

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

recovery period will be determined and specified by Transporter at the time of filing for authority to implement such rates based on dollar amounts paid by Transporter pursuant to Subsection 37.2.2 hereof. The "First Total Recovery Period" under Section 37 shall begin January 17, 1991, for service rendered on and after that date, and continue thereafter through January 16, 1996.

- 37.2.2 Payments to Producer/Suppliers - The dollar amounts paid by Transporter to any of its producers/suppliers which constitute buyout/buydown payments. Such payments will include payments made pursuant to order(s) or settlement(s) with respect to gas purchase contracts which are or were the subject of litigation before court(s) and/or arbitration proceedings as of March 31, 1989. Such payments shall also include known and measurable buyout/buydown amounts for which a filing is submitted to FERC. Transporter's monthly billings to its customers shall contain, as applicable, a separately stated fixed monthly surcharge and/or throughput surcharge providing for the recovery of all or a portion of Transporter's buyout/buydown costs, plus appropriate carrying charges. Carrying charges shall be the quarterly interest rate published by the $\bar{\text{FERC}}$ and computed in accordance with Section 154.501 of the FERC's Regulations.
- 37.2.3 Amortized Amounts The amount of payments to producer/suppliers subject to amortization shall be determined by Transporter pursuant to order(s) or settlement(s) with respect to the aforesaid gas purchase contracts which are or were the subject of litigation before court(s) and/or arbitration proceedings as of March 31, 1989 and other known and measurable amounts for which a filing is submitted to FERC.
- 37.2.4 Throughput Surcharge A throughput delivery surcharge reflected on the Statement of Rates tariff sheet(s) contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Fifth Revised Sheet No. 311 Fifth Revised Sheet No. 311

Superseding: Fourth Revised Sheet No. 311

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

- 37.2.5 Effective Total Throughput The total annual transportation throughput, excluding stop-in-time intermediate receipt and/or delivery points, underlying Transporter's then currently effective rates contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 37.2.6 Adjusted Sales MDQ For each Shipper served under Transporter's previously effective Rate Schedule SGS-1, contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, the adjusted sales MDQ shall be one-half of that Shipper's contractual maximum daily quantity (MDQ) in effect as of November 1, 1990. For each Shipper served under Transporter's previously effective Rate Schedule G-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, the adjusted sales MDQ shall be that Shipper's contractual maximum daily quantity (MDQ) in effect as of November 1, 1990, plus its proportional share of one-half of the total contractual maximum daily quantities in effect as of November 1, 1990 for Shippers served under Transporter's previously effective Rate Schedule SGS-1.
- 37.3 Applicability of Charges. The charges pursuant to this Section 37 are applied as follows:
 - 37.3.1 Determination of Fixed Monthly Surcharge The fixed monthly surcharge to be recovered hereunder shall include that percentage of Transporter's applicable buyout/buydown costs elected by Transporter, plus appropriate interest. The allocation of these costs to

FERC Docket: RP97-227-000

Original Sheet No. 311A Original Sheet No. 311A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

each Shipper served under Transporter's previously effective Rate Schedules G-1 and SGS-1, contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, as of January 17, 1991 shall be based on an adjusted level of the sales maximum daily quantities in effect as of November 1, 1990. Each such Shipper's allocated share of such charges shall be based upon the proportion of such Shipper's adjusted sales MDQ to the

FERC Docket: RP96-332-000

Second Revised Sheet No. 312 Second Revised Sheet No. 312 : Effective

Superseding: Original Sheet No. 312

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

total of the adjusted sales MDQ's of all Shippers. The fixed monthly surcharge, including carrying charges in accordance with Section 154.501 of the FERC's Regulations, for each Shipper is set forth on Sheet Nos. 320 and 321 of this FERC Gas Tariff, Second Revised Volume No. 1, for the "First Total Recovery Period." The fixed monthly surcharge shall be adjusted annually to reflect the annual fixed surcharge reconciliation as described in Subsection 37.3.2.

Shipper(s) may elect to pay the sum of the fixed monthly surcharge(s) for the remaining portion of the total recovery period, excluding future interest, with the first bill after the effective date of any FERC Order(s) implementing such fixed monthly surcharge(s) or during any subsequent month during the total recovery period. Such lump sum payment shall not relieve Shipper of its obligation to pay any additional fixed monthly surcharges for buyout/buydown costs resulting from future filings, including, but not limited to, any additional amounts allocable to such Shipper as a result of a prudence hearing as described in Subsection 37.7.

37.3.2 Annual Fixed Surcharge Reconciliation - On or before May 31 of each year, commencing on May 31, 1991, Transporter shall file with the FERC, as part of an "Annual Reconciliation" filing, revised tariff sheets showing the restated fixed monthly surcharge to be assessed commencing the next July 1, to take into account any overcollections or undercollections related to actual carrying charges, based on FERC published interest rates applied to actual buyout/buydown payments made by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Shipper(s) on buyout/buydown costs collected from Shipper(s) during such portion of the recovery period that such buyout/buydown costs had not been expended by Transporter, using the latest available actual data for the recovery period ended the preceding March 31, and

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Third Revised Sheet No. 313 Third Revised Sheet No. 313

Superseding: Second Revised Sheet No. 313

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

adjust the fixed monthly surcharge to take into account any overcollections or undercollections related to such recalculations. The adjusted fixed monthly surcharge resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such adjusted fixed monthly surcharge shall be determined by dividing the adjusted unamortized buyout/buydown costs to be recovered through the monthly fixed surcharges, plus the adjusted interest, by the number of months remaining in the total recovery period and adding thereto carrying charges for the next twelve (12) months.

At the completion of the total recovery period, Transporter shall bill or return to Shipper(s), including interest, any undercollections or overcollections under Subsection 37.3.1.

37.3.3 Determination of Throughput Surcharge - The throughput surcharge for the total recovery period shall be calculated to recover a percentage to be determined by Transporter of the amortized amount. The throughput surcharge shall be determined by dividing the annual principal amount of the costs to be recovered through the surcharge, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the effective total throughput. Such surcharge rate will be specified, as applicable, on tariff sheets contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Such rate will be in effect until adjusted in accordance with Subsection 37.3.4. The throughput surcharge shall be assessed to all Shippers subject to Transporter's applicable transportation rates and/or Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Transporter may from time to time, and at any time, selectively and separately discount any or all of the throughput surcharge applicable to transportation

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

First Revised Sheet No. 314 : Effective

Superseding: Original Sheet No. 314

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

service for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations from Transporter under its FERC Gas Tariff, Second Revised Volume No. 1. Such discounting, however, shall be in accordance with Section 284.7(d)(5) of the FERC's Regulations. The maximum throughput surcharge shall be stated on Sheet Nos. 15, 18, and 21 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. The minimum rate for each such throughput surcharge is zero.

Annual Throughput Surcharge Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the throughput surcharge. On or before May 31 of each year, commencing on May 31, 1991, Transporter shall recalculate the throughput surcharge to reflect revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to actual buyout/buydown payments made by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Shipper(s) on buyout/buydown costs collected from Shipper(s) during such portion of the recovery period that such buyout/buydown costs had not been expended by Transporter. Additionally, Transporter shall calculate revisions to the throughput surcharge to true-up differences between the actual level of applicable transportation throughput experienced during the recovery period ending the preceding March 31 and the total throughput underlying the throughput surcharge actually billed during that same recovery period. More specifically, in the event that Transporter's actual applicable transportation throughput is greater than the total throughput underlying the surcharge, Transporter shall credit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective throughput surcharge, divided by the number of years remaining in the total recovery period, plus applicable interest. In the event that Transporter's actual applicable

FERC Docket: RP96-332-000

Second Revised Sheet No. 315 Second Revised Sheet No. 315 : Effective

Superseding: Original Sheet No. 315

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

transportation throughput is less than the total throughput underlying the surcharge, Transporter shall debit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective throughput surcharge, divided by the number of years remaining in the total recovery period, plus applicable interest.

Transporter shall tender, as part of an Annual Reconciliation filing, the throughput surcharge to be assessed commencing the next July 1, reflecting such recalculations, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations. The adjusted throughput surcharge resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the annual reconciliation. Such surcharge shall be determined by dividing the next annual principal amount, as adjusted, plus any adjustment to interest for the prior period(s), plus applicable future interest, by the effective total throughput applicable to the next annual period.

Once a recovery period has been trued-up in an annual reconciliation filing to include actual throughput subject to the throughput surcharge, the throughput surcharge for that same recovery period shall not be subject to revision for a change in effective total throughput.

Transporter shall bill the throughput surcharge applicable to each total recovery period through the end of that total recovery period, and thereafter refund any overcollections or bill for any undercollections of the throughput surcharge with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Each Shipper's share of such refunds or additional billings shall be its pro rata proportion of the total amount overcollected or undercollected, as applicable, based on the ratio of

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

First Revised Sheet No. 316 First Revised Sheet No. 316

Superseding: Original Sheet No. 316

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

that Shipper's throughput to which the throughput surcharge was applied during the last year of the total recovery period to the total throughput to which the throughput surcharge was applied during that same period.

- Accounting Procedures for Buyout/Buydown Costs. Transporter shall maintain separate principal and interest subaccounts in Account 186 to record take-or-pay buyout/buydown costs for each surcharge recovery mechanism. The principal subaccounts for the fixed monthly surcharge and/or throughput surcharge will be debited with that portion of Transporter's applicable take-or-pay buyout/buydown costs elected by Transporter and permitted to become effective by order(s) of FERC and for the amount(s) necessary to ensure that Seller is kept whole whenever FERC determines that particular services may not be assessed a specific surcharge. Each month these principal subaccounts shall be credited with the principal portion of the fixed monthly surcharge, if any, and an amount determined by applying the principal portion of the throughput surcharge to the actual total applicable transportation throughput experienced during the month under Transporter's then effective FERC Gas Tariff, Second Revised Volume No. 1. The balance is the result of applying the current month's credits as calculated above against the prior month's balance. The interest subaccounts will be debited and/or credited monthly, as applicable, for interest accrued or owed at the current FERC published interest rate, and credited with the interest portion of the fixed monthly surcharge and an amount determined by applying the interest portion of the throughput surcharge to the actual total applicable transportation throughput experienced during the month under Transporter's then effective FERC Gas Tariff, Second Revised Volume No. 1.
- 37.5 Obligation to Pay. Any Shipper liable for charges under this Section 37 as a result of filings submitted to FERC after the effectiveness of this Section 37 or as a result of the effectiveness of Section 33 of the General Terms and Conditions of Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, prior to the effectiveness of this Second Revised Volume No. 1 Tariff shall not be relieved of its obligation under this Section 37 the event that the Service Agreement, between

FERC Docket: RS92- 13-004

Original Sheet No. 317 Original Sheet No. 317: Effective

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

Shipper and Transporter under Transporter's previously effective Rate Schedules G-1 and SGS-1, or successor(s) contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, is terminated or has its term reduced for $% \left(1\right) =\left(1\right) \left(1\right)$ any reason, including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, conversion of such agreement to transportation service, a change in corporate identity or bankruptcy. In such event, Transporter shall, at Shipper's option, either (a) bill Shipper, within forty-five (45) days after the effectiveness of such termination or reduction, a one-time charge for the full amount of said Shipper's fixed monthly surcharge remaining due for the total recovery period, or (b) continue billing the fixed monthly surcharge to Shipper or, if appropriate, Shipper's successor in interest, during the remainder of the total recovery period (including under its new corporate identity, if any, and/or under Shipper's new Rate Schedule, if any, or in any other manner allowable). Shipper shall remain obligated to pay any additional charges for buyout/buydown costs resulting from future filings permitted under law to recover buyout/buydown costs related to gas purchase contracts which were not the subject of litigation before court(s) and/or arbitration proceedings as of March 31, 1989 to the extent Shipper is a customer at the time of such filing. Shipper shall also remain obligated to pay any additional charges for buyout/buydown costs resulting from future filings to recover costs related to gas purchase contracts which were the subject of litigation before court(s) and/or arbitration proceedings as of March 31, 1989.

Transporter reserves the right to reallocate among its remaining Shippers to whom the fixed monthly surcharge provisions of this Section 37 are applicable, all fixed monthly surcharges in the event any customer is relieved of its obligation to pay its otherwise applicable fixed monthly surcharge by a FERC or court order.

37.6 Payment. Transporter shall include the applicable surcharges to Shipper pursuant to this Section 37 in the monthly billing statements rendered to Shipper pursuant to the Billings and

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Third Revised Sheet No. 318 Third Revised Sheet No. 318

Superseding: Second Revised Sheet No. 318

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

Payments provisions of the applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Prudence. This section establishes Transporter's method of recovery of buyout/buydown costs following an unsuccessful prudence challenge before the FERC by Shipper (which term, as applicable, shall also include, for purposes of this Subsection 37.7, a customer receiving sales or transportation service under Transporter's canceled FERC Gas Tariff, Volume Nos. 1, 1-A, 1-B and 2 and/or Transporter's currently effective Second Revised Volume No. 1) or by a regulatory agency in a state served by Shipper, consumer advocates or other organizations in a state served by Shipper charged with representing consumers in regulatory proceedings or by an organization of which Shipper is a member. If such challenge occurs, Transporter shall be authorized to collect from Shipper the full portion of the total costs to be recovered under this Section 37, which is applicable to Shipper under Transporter's subject filing pursuant to this Section 37, not reduced by the portion thereof which Transporter otherwise agreed or was required to absorb. The amounts to be collected pursuant to the immediately preceding sentence, increased by appropriate carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall constitute the Adjusted Full Amount. Such adjusted full amount shall be collected from Transporter's previous sales customers served under Rate Schedules G-1 and SGS-1 contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, in the form of an additional fixed monthly surcharge, of the type provided for and pursuant to Subsection 37.3.1 hereof, but with the amount increased to the adjusted full amount. Such adjusted full amount shall be collected, as applicable, from a Shipper served under Transporter's previously effective FERC Gas Tariff, Volume Nos. 1-A, 1-B and 2 and/or Transporter's currently effective Second Revised Volume No. 1, in the form of an adjustment to the applicable throughput surcharge for such Shipper which is due under Subsection 37.3.3 hereof, which adjustment shall increase such surcharge to require the Shipper to pay also the portion of the full amount

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Third Revised Sheet No. 319 Third Revised Sheet No. 319

Superseding: Second Revised Sheet No. 319

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

which Transporter otherwise agreed or was required to absorb. In addition, if applicable, Transporter shall also collect by direct billing to any such Shipper, the product of (1) the difference between the adjusted throughput surcharge for such Shipper resulting from the prudence challenge and the throughput surcharge billed to the Shipper, if any, by Transporter prior to the adjustment and (2) the quantities transported for such Shipper up through the effective date of the adjusted throughput surcharge, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations.

In the event any Service Agreement between Transporter, under any Rate Schedule under Transporter's canceled sales service provided under Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, and/or Original Volume Nos. 1-A, 1-B and 2, or its currently effective FERC Gas Tariff, Second Revised Volume No. 1, and any person who is subject to charges under this Subsection 37.7, is terminated or has its term reduced for any reason, including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, conversion of such agreement to transportation service, or a change in corporate identity or bankruptcy, such person shall not be relieved of its obligations under this Subsection 37.7, and Transporter may collect amounts due by direct billing to such person.

Effective Date: 01/17/1996 Status: Effective FERC Docket: RP91- 56-007

Third Revised Sheet No. 320 Third Revised Sheet No. 320: Effective Superseding: Second Revised Sheet No. 320

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

> FIXED MONTHLY SURCHARGE UNDER SECTION 37 OF THE GENERAL TERMS AND CONDITIONS PURSUANT TO FILING IN DOCKET NO. RP91-56-000

Sale for Resale Customers	Fixed Monthly Surcharge for Period July, 1995 - January 17, 1996
Montana-Dakota Utilities Co.	\$ 0.00
Wyoming Gas Company	0.00
Frannie-Deaver Utilities Co.	0.00
Northern Gas Company	0.00

FERC Docket: RP99- 98-000

Sixth Revised Sheet No. 321 Sixth Revised Sheet No. 321 : Effective Superseding: Fifth Revised Sheet No. 321

GENERAL TERMS AND CONDITIONS (Continued)

37. TAKE-OR-PAY BUYOUT AND BUYDOWN COST RECOVERY MECHANISM (For Filings Submitted to FERC After November 1, 1990) (Continued)

> FIXED MONTHLY SURCHARGE UNDER SECTION 37 OF THE GENERAL TERMS AND CONDITIONS PURSUANT TO FILING IN DOCKET NO. RP93-175-000

Sale for Resale Customers	Fixed Monthly Surcharge for Period October 1998 -	
Montana-Dakota Utilities Co.	\$	0.00
Wyoming Gas Company		0.00
Frannie-Deaver Utilities Co.		0.00
Northern Gas Company		0.00

FERC Docket: RP03-286-000

Second Revised Sheet No. 322 Second Revised Sheet No. 322 : Suspended

Superseding: First Revised Sheet No. 322

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION

38.1 Applicability: This Section of the General Terms and Conditions constitutes a Fuel and Electric Power Reimbursement Adjustment Provision that specifies the procedure to be utilized to adjust the percentages for fuel reimbursement and rates for electric power reimbursement for services rendered in conjunction with applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2, to reflect: (a) changes in Transporter's current percentage of fuel reimbursement and cost of electric power per unit of relevant service provided in Subsections 38.4 and 38.6 and (b) recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts provided in Subsections 38.5 and 38.7, hereof.

38.2 Effective Dates:

- 38.2.1 The effective dates of Transporter's annual and semiannual fuel and electric power reimbursement adjustments (adjustment dates) to reflect changes in Transporter's fuel and electric power reimbursements per unit of relevant service shall be April 1 (annual) and October 1 (semi annual), of each year.
- 38.2.2 Transporter's adjustment for recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts shall be the twelve (12) month period beginning April 1 of each year as described in Subsections 38.5 and 38.7, hereof.

38.3 Flex Adjustment:

- 38.3.1 Transporter may at any time file to make a flex adjustment to the Fuel Reimbursement Current Percentage-(Gathering, Storage and/or Transportation) and/or the Electric Power Reimbursement Current Rate-(Gathering, Storage and/or Transportation). Such flex adjustment shall not increase or decrease the applicable Fuel Reimbursement Current Percentage by more than .5% and/or the applicable Electric Power Reimbursement Current Rate by more than \$.001.
- 38.3.2 Transporter shall file tariff sheets reflecting such flex adjustment no more than sixty (60) days and at least seven (7) days prior to the proposed effective date, which shall be the first day of the month, and such tariff sheets shall become effective without prior FERC approval.

Effective Date: 05/14/2010 Status: Effective

FERC Docket: RP10-602-000

Fifth Revised Sheet No. 322 Fifth Revised Sheet No. 322

Superseding: Fourth Revised Sheet No. 322

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION

38.1 Applicability: This Section of the General Terms and Conditions constitutes a Fuel and Electric Power Reimbursement Adjustment Provision that specifies the procedure to be utilized to adjust the percentages for fuel reimbursement and rates for electric power reimbursement for services rendered in conjunction with applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1, to reflect: (a) changes in Transporter's current percentage of fuel reimbursement and cost of electric power per unit of relevant service provided in Subsections 38.3 and 38.5 and (b) recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts provided in Subsections 38.4 and 38.6 hereof.

38.2 Effective Dates:

- 38.2.1 The effective dates of Transporter's annual and semiannual fuel and electric power reimbursement adjustments (adjustment dates) to reflect changes in Transporter's fuel and electric power reimbursements per unit of relevant service shall be April 1 (annual) and October 1 (semiannual), of each year.
- 38.2.2 Transporter's adjustment for recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts shall be the twelve (12) month period beginning April 1 of each year as described in Subsections 38.4 and 38.6, hereof.

38.3 Fuel Reimbursement Current Percentage:

- 38.3.1 The Fuel Reimbursement Current Percentage applicable to gathering, storage and/or transportation services shall reflect the projected level of Transporter's system average fuel reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 38.3.2 hereof.
- 38.3.2 The Fuel Reimbursement Current Percentage per unit of gathering, storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total gathering, storage and/or transportation Fuel Use and Lost and Unaccounted For Gas quantities, as applicable, by the total Projected Quantities (i.e., Gathering receipts, Transportation receipts, and Storage injections and/or withdrawals), as applicable, for the effective period.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fifth Revised Sheet No. 322A Fifth Revised Sheet No. 322A: Effective

Superseding: Fourth Revised Sheet No. 322A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

The Fuel Reimbursement Current Percentage of gas per unit of contract storage service shall be determined by first apportioning Transporter's projected Storage Fuel Use and Lost and Unaccounted For Gas for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities. The Fuel Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Fuel Use and Lost and Unaccounted For Gas quantities so apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Storage.

- 38.3.2.2 The Fuel Reimbursement Current Percentage per unit of transportation service shall include the total Projected Transportation Fuel Use and Lost and Unaccounted For Gas quantities and the portion of Transporter's Projected Storage Fuel Use and Lost and Unaccounted For Gas not allocated to contract storage service as described in Subsection 38.3.2.1 hereof. The Fuel Reimbursement Current Percentage per unit of transportation service shall then be calculated by dividing the sum of the Transportation and System Storage Fuel Use and Lost and Unaccounted For Gas quantities by the Projected Transportation Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Transportation.
- 38.3.3 The resulting Fuel Reimbursement Current Percentage-(Gathering, Storage and/or Transportation) shall be added to the Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation), as determined in accordance with Subsection 38.4 hereof, to calculate the Total Fuel Reimbursement Percentage-(Gathering, Storage and/or Transportation).

FERC Docket: RP03-286-000

Third Revised Sheet No. 322A Third Revised Sheet No. 322A: Suspended

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.3.3 Transporter shall post such flex adjustment on its Interactive Website at least five (5) business days prior to the nomination deadline, as more fully described in Section 9 of these General Terms and Conditions, for the day that such flex adjustment becomes effective.
 - 38.4 Fuel Reimbursement Current Percentage:
 - 38.4.1 The Fuel Reimbursement Current Percentage applicable to gathering, storage and/or transportation services shall reflect the projected level of Transporter's system average fuel reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 38.4.2 hereof.
 - 38.4.2 The Fuel Reimbursement Current Percentage per unit of gathering, storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total gathering, storage and/or transportation Fuel Use and Lost and Unaccounted For Gas quantities, as applicable, by the total Projected Quantities (i.e., Gathering receipts, Transportation receipts, and Storage injections and/or withdrawals), as applicable, for the effective period.
 - 38.4.2.1 The Fuel Reimbursement Current Percentage of gas per unit of contract storage service shall be determined by first apportioning Transporter's projected Storage Fuel Use and Lost and Unaccounted For Gas for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fourth Revised Sheet No. 322B Fourth Revised Sheet No. 322B: Effective

Superseding: Third Revised Sheet No. 322B

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.4 Fuel Reimbursement Deferral Percentage:
 - 38.4.1 The Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 38.2, by the applicable Projected Quantities.
 - 38.4.1.1 Any dollar amounts included in the balances in the Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), including any prior period adjustments, shall be converted to volume equivalents and incorporated into the Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation), as applicable, until all such amounts are fully recovered.
 - 38.4.2 Fuel Reimbursement Deferral Account:
 - 38.4.2.1 Transporter shall establish and maintain subaccounts of the Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), as applicable, to accumulate under-recovered and/or over-recovered fuel quantities. The accumulated balance of each deferral subaccount may include the following:
 - 38.4.2.1.1 The monthly deferral resulting from Transporter's under- or over-recovery of actual gathering, storage and/or transportation fuel reimbursement, as applicable.
 - 38.4.2.1.1.1 Transporter shall first determine the actual monthly Gathering, Storage and/or Transportation Fuel Use and Lost and Unaccounted For Gas quantities. Storage Fuel Use and Lost and Unaccounted For Gas quantities shall be then allocated to contract storage injections and/or withdrawals based on the ratio of the sum of actual contract storage injections and/or withdrawals to the total of the actual system storage injections and/or withdrawals and actual contract storage injections and/or withdrawals.

FERC Docket: RP03-286-000

Second Revised Sheet No. 322B Second Revised Sheet No. 322B: Suspended

Superseding: First Revised Sheet No. 322B

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

The Fuel Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Fuel Use and Lost and Unaccounted For Gas quantities so apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Storage.

- 38.4.2.2 The Fuel Reimbursement Current Percentage per unit of transportation service shall include the total Projected Transportation Fuel Use and Lost and Unaccounted For Gas quantities and the portion of Transporter's Projected Storage Fuel Use and Lost and Unaccounted For Gas not allocated to contract storage service as described in Subsection 38.4.2.1 hereof. The Fuel Reimbursement Current Percentage per unit of transportation service shall then be calculated by dividing the sum of the Transportation and System Storage Fuel Use and Lost and Unaccounted For Gas quantities by the Projected Transportation Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Transportation.
- 38.4.3 The resulting Fuel Reimbursement Current Percentage-(Gathering, Storage and/or Transportation), plus any applicable flex adjustment, as described in Subsection 38.3 hereof, shall be added to the Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation), as determined in accordance with Subsection 38.5 hereof, to calculate the Total Fuel Reimbursement Percentage-(Gathering, Storage and/or Transportation).
- 38.5 Fuel Reimbursement Deferral Percentage:
 - 38.5.1 The Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 38.2, by the applicable Projected Ouantities.

FERC Docket: RP07-431-000

Fifth Revised Sheet No. 323 Fifth Revised Sheet No. 323 : Effective

Superseding: Fourth Revised Sheet No. 323

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.4.2.1.1.2 Transporter shall then determine the actual monthly Transportation and System Storage Fuel Use and Lost and Unaccounted For Gas quantities applicable to transportation (adjusted to include the offset described in Subsections 18.2.8 and 15.5.2.1 of these General Terms and Conditions).

38.4.2.1.1.3 Transporter shall then determine the Gathering, Storage and/or Transportation Fuel Use and Lost and Unaccounted For Gas quantities recovered by multiplying the Fuel Reimbursement Current Percentage-(Gathering, Storage and/or Transportation) in effect, as applicable, by the total actual quantity of applicable gathering, storage and/or transportation service during that month. The monthly deferral amount shall be the difference between the quantities derived in Subsections 38.4.2.1.1.1 or 38.4.2.1.1.2 and 38.4.2.1.1.3 herein, as applicable.

38.4.2.1.1.4 The Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation) balance shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation), as applicable, in effect each month by the applicable gathering, storage and/or transportation quantities of service during that month.

38.4.2.1.2 The gathering, storage and/or transportation portion, as applicable, of all fuel reimbursement related out-of-period adjustments.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fourth Revised Sheet No. 323A Fourth Revised Sheet No. 323A: Effective

Superseding: Third Revised Sheet No. 323A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

- 38.5 Electric Power Reimbursement Current Rate:
 - 38.5.1 The Electric Power Reimbursement Current Rate applicable to gathering, storage and/or transportation service rendered shall reflect the projected level of Transporter's system average cost of electric power reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 38.5.2 hereof.
 - 38.5.2 The Electric Power Reimbursement Current Rate per unit of gathering, storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total gathering, storage and/or transportation function electric power costs, as applicable, by the total Projected Quantities (i.e., Gathering receipts, Storage injection and/or withdrawals or Transportation receipts), as applicable, for the effective period.
 - The Electric Power Reimbursement Current Rate per unit of contract storage service shall be determined by first apportioning Transporter's projected storage cost of electric power (Storage Electric Power Cost) for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities. The Electric Power Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Electric Power Cost apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Storage.

FERC Docket: RP03-286-000

Second Revised Sheet No. 323A Second Revised Sheet No. 323A: Suspended

Superseding: First Revised Sheet No. 323A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.5.2.1.1.3 Transporter shall then determine the Gathering, Storage and/or Transportation Fuel Use and Lost and Unaccounted For Gas quantities recovered by multiplying the Fuel Reimbursement Current Percentage-(Gathering, Storage and/or Transportation) in effect, as applicable, by the total actual quantity of applicable gathering, storage and/or transportation service during that month. The monthly deferral amount shall be the difference between the quantities derived in Subsections 38.5.2.1.1.1 or 38.5.2.1.1.2 and 38.5.2.1.1.3 herein, as applicable.

38.5.2.1.1.4 The Fuel Reimbursement Deferral Account-(Gathering, Storage and/or Transportation) balance shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Fuel Reimbursement Deferral Percentage-(Gathering, Storage and/or Transportation), as applicable, in effect each month by the applicable gathering, storage and/or transportation quantities of service during that month.

38.5.2.1.2 The gathering, storage and/or transportation portion, as applicable, of all fuel reimbursement related out-of-period adjustments.

- 38.6 Electric Power Reimbursement Current Rate:
 - 38.6.1 The Electric Power Reimbursement Current Rate applicable to gathering, storage and/or transportation service rendered shall reflect the projected level of Transporter's system average cost of electric power reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 38.6.2 hereof.
 - 38.6.2 The Electric Power Reimbursement Current Rate per unit of gathering, storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total gathering, storage and/or transportation function electric power costs, as applicable, by the total Projected Quantities (i.e., Gathering receipts, Storage injection and/or withdrawals or Transportation receipts), as applicable, for the effective period.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fifth Revised Sheet No. 324 Fifth Revised Sheet No. 324: Effective

Superseding: Fourth Revised Sheet No. 324

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.5.2.2 The Electric Power Reimbursement Current Rate per unit of transportation service shall include the projected transportation cost of electric power (Transportation Electric Power Cost) for the effective period and the portion of Transporter's projected storage cost of electric power not allocated to contract storage (System Storage Electric Power Cost) as described in Subsection 38.5.2.1 hereof. The sum of the System Storage Electric Power Cost and the Transportation Electric Power Cost shall be divided by the Projected Transportation Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Transportation.

- 38.5.3 The resulting Electric Power Reimbursement Current Rate-(Gathering, Storage and/or Transportation) shall be added to the Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation), as determined in accordance with Subsection 38.6 hereof, to calculate the Total Electric Power Reimbursement Rate-(Gathering, Storage and/or Transportation).
- 38.6 Electric Power Reimbursement Deferral Rate:
 - 38.6.1 The Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 38.2, by the applicable Projected Quantities.
 - 38.6.2 Electric Power Reimbursement Deferral Account
 - 38.6.2.1 Transporter shall establish and maintain subaccounts of the Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), as applicable to accumulate under-recovered and/or over-recovered electric power costs. The accumulated balance of each deferral subaccount in Account No. 182.3 may include the following:

FERC Docket: RP03-286-000

Third Revised Sheet No. 324 Third Revised Sheet No. 324: Suspended

Superseding: Second Revised Sheet No. 324

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

The Electric Power Reimbursement Current Rate per unit of contract storage service shall be determined by first apportioning Transporter's projected storage cost of electric power (Storage Electric Power Cost) for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities. The Electric Power Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Electric Power Cost apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Storage.

38.6.2.2 The Electric Power Reimbursement Current Rate per unit of transportation service shall include the projected transportation cost of electric power (Transportation Electric Power Cost) for the effective period and the portion of Transporter's projected storage cost of electric power not allocated to contract storage (System Storage Electric Power Cost) as described in Subsection 38.6.2.1 hereof. The sum of the System Storage Electric Power Cost and the Transportation Electric Power Cost shall be divided by the Projected Transportation Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Transportation.

38.6.3 The resulting Electric Power Reimbursement Current Rate-(Gathering, Storage and/or Transportation), plus any applicable flex adjustment, as described in Subsection 38.3 hereof, shall be added to the Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation), as determined in accordance with Subsection 38.7 hereof, to calculate the Total Electric Power Reimbursement Rate-(Gathering, Storage and/or Transportation).

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fourth Revised Sheet No. 324A Fourth Revised Sheet No. 324A: Effective Superseding: Third Revised Sheet No. 324A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.6.2.1.1 The monthly deferral resulting from Transporter's under- or over-recovery of actual gathering, storage and/or transportation electric power reimbursement, as applicable.

38.6.2.1.1.1 Transporter shall first determine the actual monthly Gathering, Storage and/or Transportation Electric Power cost. Transporter shall then determine the allocation of actual monthly Storage Electric Power Cost to contract storage injections and/or withdrawals based on the ratio of the sum of actual contract storage injections and/or withdrawals to the total of the actual system storage injections and/or withdrawals and actual contract storage injections and/or withdrawals.

38.6.2.1.1.2 Transporter shall then determine the actual monthly Transportation and System Storage Electric Power Costs applicable to Transportation.

38.6.2.1.1.3 Transporter shall then determine the Cost of Electric Power for Gathering, Storage and/or Transportation, recovered by multiplying the Electric Power Reimbursement Current Rate-(Gathering, Storage and/or Transportation), in effect, as applicable, by the total actual quantity of applicable gathering, storage and/or transportation service during that month. The monthly deferral amount shall be the difference between the costs derived in Subsections 38.6.2.1.1.1 or 38.6.2.1.1.2 and 38.6.2.1.1.3 herein, as applicable.

FERC Docket: RP03-286-000

Second Revised Sheet No. 324A Second Revised Sheet No. 324A: Suspended

Superseding: First Revised Sheet No. 324A

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.7 Electric Power Reimbursement Deferral Rate:
 - 38.7.1 The Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 38.2, by the applicable Projected Quantities.
 - 38.7.2 Electric Power Reimbursement Deferral Account
 - 38.7.2.1 Transporter shall establish and maintain subaccounts of the Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), as applicable to accumulate under-recovered and/or over-recovered electric power costs. The accumulated balance of each deferral subaccount in Account No. 182.3 may include the following:
 - 38.7.2.1.1 The monthly deferral resulting from Transporter's under- or over-recovery of actual gathering, storage and/or transportation electric power reimbursement, as applicable.
 - 38.7.2.1.1.1 Transporter shall first determine the actual monthly Gathering, Storage and/or Transportation Electric Power cost.
 Transporter shall then determine the allocation of actual monthly Storage Electric Power Cost to contract storage injections and/or withdrawals based on the ratio of the sum of actual contract storage injections and/or withdrawals to the total of the actual system storage injections and/or withdrawals and actual contract storage injections and/or withdrawals.
 - 38.7.2.1.1.2 Transporter shall then determine the actual monthly Transportation and System Storage Electric Power Costs applicable to Transportation.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Fourth Revised Sheet No. 325 Fourth Revised Sheet No. 325: Effective

Superseding: Third Revised Sheet No. 325

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.6.2.1.1.4 The Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation) shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation), as applicable, in effect each month by the applicable gathering, storage and/or transportation quantities of service during that month.

- 38.6.2.1.2 The gathering, storage and/or transportation portion, as applicable, of all electric power reimbursement related out-of-period adjustments.
- 38.6.2.1.3 Carrying charges on the monthly deferral balance as specified herein.
 - 38.6.2.1.3.1 The carrying charge base shall be the prior month's balance in the applicable Unrecovered Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.
 - 38.6.2.1.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.

FERC Docket: RP03-286-000

Second Revised Sheet No. 325 Second Revised Sheet No. 325 : Suspended

Superseding: First Revised Sheet No. 325

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.7.2.1.1.3 Transporter shall then determine the Cost of Electric Power for Gathering, Storage and/or Transportation, recovered by multiplying the Electric Power Reimbursement Current Rate-(Gathering, Storage and/or Transportation), in effect, as applicable, by the total actual quantity of applicable gathering, storage and/or transportation service during that month. The monthly deferral amount shall be the difference between the costs derived in Subsections 38.7.2.1.1.1 or 38.7.2.1.1.2 and 38.7.2.1.1.3 herein, as applicable.

38.7.2.1.1.4 The Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation) shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Electric Power Reimbursement Deferral Rate-(Gathering, Storage and/or Transportation), as applicable, in effect each month by the applicable gathering, storage and/or transportation quantities of service during that month.

38.7.2.1.2 The gathering, storage and/or transportation portion, as applicable, of all electric power reimbursement related out-of-period adjustments.

38.7.2.1.3 Carrying charges on the monthly deferral balance as specified herein.

38.7.2.1.3.1 The carrying charge base shall be the prior month's balance in the applicable Unrecovered Electric Power Reimbursement Deferral Account-(Gathering, Storage and/or Transportation), net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Third Revised Sheet No. 325A Third Revised Sheet No. 325A: Effective

Superseding: Second Revised Sheet No. 325A

SHEET NOS. 325A THROUGH 341B

ARE NO LONGER PERTINENT TO THIS
SECTION. THE SHEETS ARE THEREFORE
ELIMINATED, TO BE LATER USED FOR ANY
POSSIBLE CHANGES TO SECTION 38 OF WBI'S TARIFF.

Original Sheet No. 325A Second Revised Sheet No. 326 Original Sheet No. 326A Second Revised Sheet No. 327 Original Sheet No. 327A First Revised Sheet No. 328 First Revised Sheet No. 328A Original Sheet No. 328B First Revised Sheet No. 329 First Revised Sheet No. 329A Original Sheet No. 329B First Revised Sheet No. 330 First Revised Sheet No. 331 Second Revised Sheet No. 332 First Revised Sheet No. 333 Second Revised Sheet No. 334 First Revised Sheet No. 334A Second Revised Sheet No. 335 First Revised Sheet No. 335A First Revised Sheet No. 335B Third Revised Sheet No. 336 Original Sheet No. 336A First Revised Sheet No. 337 First Revised Sheet No. 337A Second Revised Sheet No. 338 First Revised Sheet No. 338A Second Revised Sheet No. 339 Original Sheet No. 339A First Revised Sheet No. 339B Third Revised Sheet No. 340 Original Sheet No. 340A First Revised Sheet No. 341 First Revised Sheet No. 341A Original Sheet No. 341B

FERC Docket: RP03-286-000

First Revised Sheet No. 325A First Revised Sheet No. 325A: Suspended

Superseding: Original Sheet No. 325A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.7.2.1.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.

FERC Docket: RP97-215-002

Second Revised Sheet No. 326 Second Revised Sheet No. 326: Effective

Superseding: First Revised Sheet No. 326

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

The current fuel reimbursement percentage of gas per unit of contract storage shall be calculated by dividing the Storage Company Use and Lost and Unaccounted For gas quantities so allocated to the contract storage service by the Projected Contract Storage Quantities for the effective period. The resulting amount shall constitute the Current Fuel Reimbursement Gas Percentage-Storage.

- 38.4.3.2 The current fuel reimbursement percentage of electric power per unit of contract storage service shall be determined by dividing the Current Fuel Reimbursement Electric Power Charge-Storage as described in Subsection 38.3.3.2 hereof, by the projected system average cost of gas for the effective period. The resulting amount shall constitute the Current Fuel Reimbursement Electric Power Percentage-Storage.
- 38.4.3.3 The resulting Current Fuel Reimbursement Percentage-Storage as described in Subsections 38.4.3.1 and 38.4.3.2 hereof, shall be added to the respective Fuel Reimbursement Surcharge Percentage-Storage, as determined in accordance with Subsection 38.5.1.4.1 and 38.5.1.4.2 hereof, to calculate the Total Current Fuel Reimbursement Percentage-Storage.

FERC Docket: RP03-286-000

Third Revised Sheet No. 326 Third Revised Sheet No. 326: Suspended

Superseding: Sheet Nos. 326 Through 341B

SHEET NOS. 326 THROUGH 341B

ARE NO LONGER PERTINENT TO THIS

SECTION. THE SHEETS ARE THEREFORE
ELIMINATED, TO BE LATER USED FOR ANY
POSSIBLE CHANGES TO SECTION 38 OF WBI'S TARIFF.

Second Revised Sheet No. 326 Original Sheet No. 326A Second Revised Sheet No. 327 Original Sheet No. 327A First Revised Sheet No. 328 First Revised Sheet No. 328A Original Sheet No. 328B First Revised Sheet No. 329 First Revised Sheet No. 329A Original Sheet No. 329B First Revised Sheet No. 330 First Revised Sheet No. 331 Second Revised Sheet No. 332 First Revised Sheet No. 333 Second Revised Sheet No. 334 First Revised Sheet No. 334A Second Revised Sheet No. 335 First Revised Sheet No. 335A First Revised Sheet No. 335B Third Revised Sheet No. 336 Original Sheet No. 336A First Revised Sheet No. 337 First Revised Sheet No. 337A Second Revised Sheet No. 338 First Revised Sheet No. 338A Second Revised Sheet No. 339 Original Sheet No. 339A First Revised Sheet No. 339B Third Revised Sheet No. 340 Original Sheet No. 340A First Revised Sheet No. 341 First Revised Sheet No. 341A Original Sheet No. 341B

FERC Docket: RP97-215-000

Original Sheet No. 326A Original Sheet No. 326A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.4.4 The current fuel reimbursement percentage per unit of transportation service rendered in conjunction with Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2 to be recovered by Transporter during the six (6) month effective period shall be determined as follows:
 - 38.4.4.1 The current fuel reimbursement percentage of gas per unit of transportation service shall include the Transportation Company Use and Lost and Unaccounted For gas for the effective period as described in Subsection 38.3.4.1 hereof. The current fuel reimbursement percentage of gas per unit of transportation shall be calculated by dividing the

FERC Docket: RP97-215-002

Second Revised Sheet No. 327 Second Revised Sheet No. 327 : Effective

Superseding: First Revised Sheet No. 327

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Transportation Company Use and Lost and Unaccounted For gas quantities by the Projected Transportation Receipts for the effective period. The resulting amount shall constitute the Current Fuel Reimbursement Gas Percentage-Transportation.

- 38.4.4.2 The current fuel reimbursement percentage of electric power per unit of transportation service shall be calculated by dividing the Current Fuel Reimbursement Electric Power Charge-Transportation as described in Subsection 38.3.4.2 hereof, by the projected system average cost of gas for the effective period. The resulting amount shall constitute the Current Fuel Reimbursement Electric Power Percentage-Transportation.
- 38.4.4.3 The resulting Current Fuel Reimbursement Percentage-Transportation as described in Subsections 38.4.4.1 and 38.4.4.2 hereof, shall be added to the Fuel Reimbursement Surcharge Percentage-Transportation, as determined in accordance with Subsections 38.5.1.5.1 and 38.5.1.5.2 hereof, to calculate the Total Current Fuel Reimbursement Percentage-Transportation.
- 38.5 Fuel Reimbursement Surcharge:
 - 38.5.1 The applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2, shall be subject to Fuel Reimbursement Surcharges as follows:
 - 38.5.1.1 The Fuel Reimbursement Surcharges (both in percentage and dollar terms) per unit of relevant service applicable to gathering, storage and/or transportation services

FERC Docket: RP97-215-000

Original Sheet No. 327A Original Sheet No. 327A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

rendered in conjunction with Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2 shall reflect amortization of the applicable amount in the Unrecovered Fuel Reimbursement Account Subaccounts of Account No. 182.3 established by Subsections 38.6, 38.7 and 38.8 hereof.

- 38.5.1.2 The Fuel Reimbursement Surcharges applicable to gathering, storage and transportation services (both in percentage and dollar terms) shall be filed by Transporter with the FERC to be effective for the twelve (12) month period beginning on August 1 of each year.
- 38.5.1.3 The per unit Fuel Reimbursement Surcharge
 Amount-Gathering and the per unit Fuel
 Reimbursement Surcharge Percentage-Gathering
 applicable to gathering service rendered in
 conjunction with Rate Schedules contained in
 Transporter's FERC Gas

FERC Docket: RP97-215-000

First Revised Sheet No. 328 First Revised Sheet No. 328: Effective

Superseding: Original Sheet No. 328

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Tariff, Second Revised Volume No. 1 and Original Volume No. 2 shall be determined by dividing the applicable amounts accumulated in the Unrecovered Fuel Reimbursement Account-Gathering during Transporter's deferral period, defined as the twelve (12) month period ending four (4) months prior to the effective date of Transporter's annual filing described in Subsection 38.5.1.2, by the quantity of total gathering receipts projected by Transporter for the twelve (12) month effective period beginning August 1 of each year. The per unit Fuel Reimbursement Surcharge Percentage-Gathering shall be determined by dividing the Fuel Reimbursement Surcharge Amount-Gathering by the projected system annual average cost of gas reflected in the same filing.

- 38.5.1.4 The per unit Fuel Reimbursement Surcharge
 Amount-Storage and the per unit Fuel
 Reimbursement Surcharge Percentage-Storage
 applicable to contract storage service
 rendered in conjunction with Rate Schedules
 contained in Transporter's FERC Gas Tariff,
 Second Revised Volume No. 1 and Original
 Volume No. 2 shall be determined as follows:
 - 38.5.1.4.1 The per unit Gas Fuel Reimbursement Surcharge Amount-Storage shall be determined by dividing the applicable amounts accumulated in the Gas Unrecovered Fuel Reimbursement Account-Storage during Transporter's deferral period, defined as the twelve (12) month period ending four (4) months prior to the effective date of Transporter's annual filing described in Subsection 38.5.1.2, by the sum of the contract storage injections and withdrawals projected by Transporter for the twelve (12) month effective period beginning

FERC Docket: RP97-215-002

First Revised Sheet No. 328A First Revised Sheet No. 328A: Effective

Superseding: Original Sheet No. 328A

GENERAL TERMS AND CONDITIONS (Continued)

FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

August 1 of each year. The per unit Gas Fuel Reimbursement Surcharge Percentage-Storage shall be determined by dividing the per unit Gas Fuel Reimbursement Surcharge Amount-Storage by the projected system annual average cost of gas reflected in the same filing.

38.5.1.4.2 The per unit Electric Power Fuel Reimbursement Surcharge Amount-Storage shall be determined by dividing the applicable amounts accumulated in the Electric Power Unrecovered Fuel Reimbursement Account-Storage during Transporter's deferral period, defined as the twelve (12) month period ending four (4) months prior to the effective date of Transporter's annual filing described in Subsection 38.5.1.2, by the sum of the contract storage injections and withdrawals projected by Transporter for the twelve (12) month effective period beginning August 1 of each year. The per unit Electric Power Fuel Reimbursement Surcharge Percentage-Storage shall be determined by dividing the per unit Electric Power Fuel Reimbursement Surcharge Amount-Storage by the projected annual system average cost of gas reflected in the same filing.

38.5.1.4.3 The sum of the per unit Gas Fuel
Reimbursement Surcharge AmountStorage and the per unit Electric
Power Fuel Reimbursement
Surcharge Amount-Storage as

FERC Docket: RP97-215-000

Original Sheet No. 328B Original Sheet No. 328B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

described hereof in Subsections 38.5.1.4.1 and 38.5.1.4.2, respectively, shall constitute the Fuel Reimbursement Surcharge Amount-Storage. The sum of the per unit Gas Fuel Reimbursement Surcharge Percentage-Storage and the Electric Power Fuel Reimbursement Surcharge Percentage-Storage as described hereof in Subsections 38.5.1.4.1 and 38.5.1.4.2, respectively, shall constitute the per unit Fuel Reimbursement Surcharge Percentage-Storage.

FERC Docket: RP97-215-000

First Revised Sheet No. 329 First Revised Sheet No. 329: Effective

Superseding: Original Sheet No. 329

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.5.1.5 The per unit Fuel Reimbursement Surcharge
Amount-Transportation and the per unit Fuel
Reimbursement Surcharge PercentageTransportation applicable to transportation
service rendered in conjunction with Rate
Schedules contained in Transporter's FERC Gas
Tariff, Second Revised Volume No. 1 and
Original Volume No. 2 shall be determined as
follows:

38.5.1.5.1 The per unit Gas Fuel Reimbursement Surcharge Amount-Transportation shall be determined by dividing the applicable amounts accumulated in the Gas Unrecovered Fuel Reimbursement Account-Transportation during Transporter's deferral period, defined as the twelve (12) month period ending four (4) months prior to the effective date of Transporter's annual filing described in Subsection 38.5.1.2, by the quantity of transportation receipts projected by Transporter for the twelve (12) month effective period beginning August 1 of each year. The per unit Gas Fuel Reimbursement Surcharge Percentage-Transportation shall be determined by dividing the per unit Gas Fuel Reimbursement Surcharge Amount-Transportation by the projected system annual average cost of gas reflected in the same filing.

38.5.1.5.2 The per unit Electric Power Fuel
Reimbursement Surcharge AmountTransportation shall be
determined by dividing the
applicable amounts accumulated in

FERC Docket: RP97-215-002

First Revised Sheet No. 329A First Revised Sheet No. 329A: Effective

Superseding: Original Sheet No. 329A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

the Electric Power Unrecovered Fuel Reimbursement Account-Transportation during Transporter's deferral period, defined as the twelve (12) month period ending four (4) months prior to the effective date of Transporter's annual filing described in Subsection 38.5.1.2, by the quantity of transportation receipts projected by Transporter for the twelve (12) month effective period beginning August 1 of each year. The per unit Electric Power Fuel Reimbursement Surcharge Percentage-Transportation shall be determined by dividing the per unit Electric Power Fuel Reimbursement Surcharge Amount-Transportation by the projected system annual average cost of gas reflected in the same filing.

38.5.1.5.3 The sum of the per unit Gas Fuel Reimbursement Surcharge Amount-Transportation and the per unit Electric Power Fuel Reimbursement Surcharge Amount-Transportation as described hereof in Subsections 38.5.1.5.1 and 38.5.1.5.2, respectively, shall constitute the Fuel Reimbursement Surcharge Amount-Transportation. The sum of the per unit Gas Fuel Reimbursement Surcharge Percentage-Transportation and the Electric Power Fuel Reimbursement Surcharge Percentage-Transportation as described hereof in Subsections 38.5.1.5.1and 38.5.1.5.2, respectively,

FERC Docket: RP97-215-000

Original Sheet No. 329B Original Sheet No. 329B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

shall constitute the per unit Fuel Reimbursement Surcharge Percentage-Transportation.

- 38.6 Unrecovered Fuel Reimbursement Account-Gathering:
 - 38.6.1 Transporter shall establish and maintain a gathering current deferral subaccount of the Unrecovered Fuel Reimbursement Account-Gathering. The accumulated gathering current deferral subaccount balances of Account No. 182.3 may include the following:
 - 38.6.1.1 The monthly deferral of Transporter's underor over-recovered actual gathering fuel reimbursement costs.
 - 38.6.1.2 The monthly deferral of Transporter's underor over-recovered actual gathering in-kind fuel reimbursement.
 - 38.6.1.3 Adjustments to prior months' revenue due to a revision in a prior month's level of gathering receipts.

FERC Docket: RP97-215-000

First Revised Sheet No. 330 First Revised Sheet No. 330 : Effective

Superseding: Original Sheet No. 330

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

- 38.6.1.4 Transfers of any unamortized amounts remaining in a gathering deferral subaccount of Account No. 182.3 after the related surcharge amortization period has expired.
- 38.6.1.5 The gathering portion of all refunds or revenue credits including any out-of-period gas purchase billing adjustments, along with the related interest paid, as described in Subsection 38.6.4 hereof.
- 38.6.1.6 Carrying charges on the gathering current deferral and amortizing subaccounts as specified in Subsection 38.6.3 hereof.
- 38.6.2 The amount to be included in the gathering current deferral subaccounts in order to reflect the items specified in Subsections 38.6.1.1, 38.6.1.2 and 38.6.1.3 hereof shall be calculated as follows:
 - 38.6.2.1 Transporter shall first determine the actual monthly Gathering Company Use and Lost and Unaccounted For gas quantities. The quantities of Gathering Company Use and Lost and Unaccounted For gas shall then be valued at Transporter's actual system average cost of gas during the month.
 - 38.6.2.2 Transporter shall then determine the Gathering Company Use and Lost and Unaccounted For gas costs recovered in-dollars and the Gathering Company Use and Lost and Unaccounted For gas quantities recovered in-kind by multiplying the projected Current Fuel Reimbursement Charge-Gathering or Current Fuel Reimbursement Percentage-Gathering in effect during the deferral month, as applicable, by the total actual quantity of gathering service receipts during the month. The quantities of Gathering Company Use and Lost and Unaccounted For gas

FERC Docket: RP97-215-000

First Revised Sheet No. 331 First Revised Sheet No. 331 : Effective

Superseding: Original Sheet No. 331

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

reimbursed in-kind will be valued at Transporter's actual system average cost of gas during the month.

- 38.6.2.3 Transporter shall determine the monthly gathering deferral cost amounts by taking the difference between the dollar amounts derived in Subsections 38.6.2.1 and 38.6.2.2 herein, and the resulting amounts shall be reflected in Transporter's gathering current deferral subaccount.
- 38.6.2.4 Transporter shall determine the monthly change in deferral associated with Gathering Company Use and Lost and Unaccounted For gas by debiting the gathering current deferral account in the event the current month actual Gathering Company Use and Lost and Unaccounted For gas costs exceed the total value of Gathering Company Use and Lost and Unaccounted For gas Transporter received in-kind and indollars from gathering service, or credit the gathering current deferral account in the event the current month actual Gathering Company Use and Lost and Unaccounted For gas costs are less than the total value Transporter received in-kind and in-dollars for Gathering Company Use and Lost and Unaccounted For gas from gathering service.
- 38.6.3 Transporter will assess carrying charges on the Account No. 182.3, Unrecovered Fuel Reimbursement Account-Gathering carrying charge base. The carrying charge shall be the product of Subsections 38.6.3.1 and 38.6.3.2 below:
 - 38.6.3.1 The carrying charge base shall be the prior month's balance in the Unrecovered Fuel Reimbursement Account-Gathering, net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.

FERC Docket: RP96-332-000

Second Revised Sheet No. 332 Second Revised Sheet No. 332 : Effective

Superseding: Original Sheet No. 332

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

- 38.6.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.
- 38.6.4 As specified in Subsection 38.6.1, the portion of all refunds or revenue credits impacting the cost of Gathering Company Use and Lost and Unaccounted For gas, including any out-of-period gas purchase billing adjustments, along with the related interest paid, shall be included in the Unrecovered Fuel Reimbursement Account-Gathering. For purposes of this Fuel Reimbursement Adjustment Provision, the gathering portion of any such refunds, revenue credits or out-ofperiod adjustments shall be determined by multiplying those amounts by the ratio of the actual quantities of Gathering-Company Use and Lost and Unaccounted For gas during the twelve (12) month period ending the month prior to receipt of the refund, revenue credit or adjustment, to the sum of the actual total quantities of Company Use and Lost and Unaccounted For gas during the same period.
- 38.6.5 Transporter shall establish and maintain a gathering amortizing subaccount of the Unrecovered Fuel Reimbursement Account-Gathering.
 - 38.6.5.1 The applicable amount of the Unrecovered Fuel Reimbursement Account-Gathering included in the Fuel Reimbursement Surcharge Amount-Gathering calculation pursuant to Subsection 38.5 hereof shall be transferred to the gathering amortizing subaccount. The gathering amortizing subaccount shall be decreased each month by an amount determined by multiplying the Fuel Reimbursement Surcharge Amount-Gathering or Fuel Reimbursement Surcharge Percentage-Gathering,

FERC Docket: RP97-215-000

First Revised Sheet No. 333 First Revised Sheet No. 333 : Effective

Superseding: Original Sheet No. 333

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

as applicable, included in Transporter's rates for each month by the total gathering receipt quantities for that month. The account shall be increased in the event the surcharge is a negative amount. For purposes of reducing or increasing the gathering amortizing subaccount, as appropriate, for Gathering Company Use and Lost and Unaccounted For gas reimbursed in-kind, such in-kind quantities shall be valued at Transporter's actual system average cost of gas during the month.

- 38.7 Unrecovered Fuel Reimbursement Account-Storage:
 - 38.7.1 Transporter shall establish and maintain a storage current deferral subaccount of the Unrecovered Fuel Reimbursement Account-Storage. The accumulated storage current deferral subaccount balances of Account No. 182.3 may include the following:
 - 38.7.1.1 The monthly deferral of Transporter's underor over-recovered actual storage fuel reimbursement costs.
 - 38.7.1.2 The monthly deferral of Transporter's underor over-recovered actual storage in-kind fuel reimbursement.
 - 38.7.1.3 Adjustments to prior months' revenue due to a revision in a prior month's level of storage injections and withdrawals.
 - 38.7.1.4 Transfers of any unamortized amounts remaining in a storage deferral subaccount of Account No. 182.3 after the related surcharge amortization period has expired.
 - 38.7.1.5 The contract storage-related portion of all refunds or revenue credits including any outof-period billing adjustments,

FERC Docket: RP97-215-002

Second Revised Sheet No. 334 Second Revised Sheet No. 334: Effective

Superseding: First Revised Sheet No. 334

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

along with the related interest paid, as described in Subsection 38.7.4 hereof.

38.7.1.6 Carrying charges on the storage current deferral and amortizing subaccounts as specified in Subsection 38.7.3 hereof.

38.7.2 The amount to be included in the storage current deferral subaccounts in order to reflect the items specified in Subsections 38.7.1.1, 38.7.1.2 and 38.7.1.3 hereof shall be calculated as follows:

38.7.2.1 Transporter shall first determine:

38.7.2.1.1 The allocation of actual monthly Storage Company Use and Lost and Unaccounted For gas quantities to contract storage injections and withdrawals based on the ratio of the sum of actual contract storage injections and withdrawals to the total of the actual system storage injections and withdrawals and actual contract storage injections and withdrawals. The quantities of Storage Company Use and Lost and Unaccounted For gas so allocated to contract storage service shall then be valued at Transporter's actual system average cost of gas during the month.

38.7.2.1.2 The allocation of actual monthly Storage Electric Power Cost to contract storage injections and withdrawals based on the ratio of the sum of actual contract storage injections and withdrawals to the total of the actual system storage injections and withdrawals and actual contract storage injections and withdrawals.

FERC Docket: RP97-215-002

First Revised Sheet No. 334A First Revised Sheet No. 334A: Effective

Superseding: Original Sheet No. 334A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.7.2.2 Transporter shall then determine the Cost of Storage Company Use and Lost and Unaccounted For gas and the Cost of Electric Power Purchased For Storage Operations, recovered in-dollars and in-kind as follows:

38.7.2.2.1 The Cost of Storage Company Use and Lost and Unaccounted For gas recovered in-dollars and in-kind shall be determined by multiplying the projected Current Fuel Reimbursement Gas Charge-Storage or Current Fuel Reimbursement Gas Percentage-Storage as described in Subsections 38.3.3.1 and 38.4.3.1 hereof, respectively, in effect during the deferral month, as applicable, by the appropriate actual contract storage injections and withdrawals under each applicable Rate Schedule during the month. The quantities of Storage Company Use and Lost and Unaccounted

FERC Docket: RP97-215-002

Second Revised Sheet No. 335 Second Revised Sheet No. 335 : Effective

Superseding: First Revised Sheet No. 335

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

For gas reimbursed in-kind will be valued at Transporter's actual system average cost of gas during the month.

38.7.2.2.2 The Cost of Electric Power Purchased For Contract Storage Operations recovered in-dollars and in-kind shall be determined by multiplying the projected Current Fuel Reimbursement Electric Power Charge-Storage or Current Fuel Reimbursement Electric Power Percentage-Storage as described in Subsections 38.3.3.2 and 38.4.3.2 hereof, respectively, in effect during the deferral month, as applicable, by the appropriate actual contract storage injections and withdrawals under

each applicable Rate Schedule during the month. The quantities of Storage Electric Power reimbursed in-kind will be valued at Transporter's actual system average cost of gas during the month.

38.7.2.3 Transporter shall determine the monthly storage deferral cost amounts as follows:

38.7.2.3.1 The monthly storage deferral cost of gas amount shall be determined by taking the difference between the gas-related dollar amounts derived in Subsections 38.7.2.1.1 and 38.7.2.2.1 herein, and the resulting amounts shall be reflected in Transporter's gas storage current deferral subaccount.

FERC Docket: RP97-215-002

First Revised Sheet No. 335A First Revised Sheet No. 335A: Effective

Superseding: Original Sheet No. 335A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.7.2.3.2 The monthly storage deferral cost of electric power amount shall be determined by taking the difference between the electric power-related dollar amounts derived in Subsections 38.7.2.1.2 and 38.7.2.2.2 herein, and the resulting amounts shall be reflected in Transporter's electric power storage current deferral subaccount.

- 38.7.2.4 Transporter shall determine the monthly change in deferral associated with Storage Company Use and Lost and Unaccounted For gas by debiting the gas storage current deferral account in the event the current month actual Storage Company Use and Lost and Unaccounted For gas costs attributable to contract storage service exceed the total value of Storage Company Use and Lost and Unaccounted For gas Transporter received in-kind and in-dollars from such contract storage service, or credit the gas storage current deferral account in the event the current month actual Storage Company Use and Lost and Unaccounted For gas cost attributable to contract storage service is less than the total value Transporter received in-kind and in-dollars for Storage Company Use and Lost and Unaccounted For gas from such contract storage service.
- 38.7.2.5 Transporter shall determine the monthly change in deferral associated with Storage Electric Power by debiting the electric power storage current deferral account in the event the current month actual Cost of Electric Power Purchased For Storage Operations attributable to contract storage service exceeds the total value Transporter received in-kind and indollars from such contract storage service, or by crediting the electric

FERC Docket: RP97-215-002

First Revised Sheet No. 335B First Revised Sheet No. 335B : Effective

Superseding: Original Sheet No. 335B

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

power storage current deferral account in the event the current month actual Cost of Electric Power Purchased For Storage Operations attributable to contract storage service is less than the total value Transporter received in-kind and in-dollars from such contract storage service.

38.7.3 Transporter shall assess carrying charges on the applicable Account No. 182.3, Unrecovered Fuel Reimbursement Account-Storage carrying charge base.

The carrying charge shall be the product of Subsections 38.7.3.1 and 38.7.3.2 below:

38.7.3.1 The carrying charge base shall be the prior month's balance in the applicable Unrecovered Fuel

FERC Docket: RP97-215-000

Third Revised Sheet No. 336 Third Revised Sheet No. 336: Effective

Superseding: Second Revised Sheet No. 336

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Reimbursement Account-Storage, net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.

- 38.7.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.
- 38.7.4 As specified in Subsection 38.7.1, the portion of all refunds or revenue credits impacting the Cost of Storage Company Use and Lost and Unaccounted For gas or the Cost of Electric Power Purchased For Storage Operations, including any out-of-period billing adjustments, along with the related interest paid, shall be included in the applicable Unrecovered Fuel Reimbursement Account-Storage. For purposes of this Fuel Reimbursement Adjustment Provision, the contract storage-related portion of any such refunds, revenue credits or out-of-period adjustments relating to the Cost of Storage Company Use and Lost and Unaccounted For gas shall be determined by multiplying those amounts by the ratio of the actual quantities of Storage-Company Use and Lost and Unaccounted For gas allocated to contract storage service during the twelve (12) month period ending the month prior to receipt of the refund, revenue credit or adjustment, to the sum of the actual total quantities of Company Use and Lost and Unaccounted For gas during the same period. The contract storage-related portion of any such refunds, revenue credits or out-of-period adjustments relating to the Cost of Electric Power Purchased For Storage Operations shall be directly applied to the applicable Unrecovered Fuel Reimbursement Account-Storage.
- 38.7.5 Transporter shall establish and maintain a storage amortizing subaccount of the Unrecovered Fuel Reimbursement Account-Storage.

FERC Docket: RP97-215-000

Original Sheet No. 336A Original Sheet No. 336A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.7.5.1 The applicable amount of the Unrecovered Fuel Reimbursement Account-Storage included in the applicable Fuel Reimbursement Surcharge Amount-Storage calculation pursuant to Subsection 38.5 hereof shall be determined as follows:

38.7.5.1.1 The amount of the Gas Unrecovered Fuel Reimbursement Account-Storage included in the Gas Fuel Reimbursement Surcharge Amount-Storage calculation pursuant to Subsection 38.5 hereof shall be transferred to the gas storage amortizing

FERC Docket: RP97-215-000

First Revised Sheet No. 337 First Revised Sheet No. 337 : Effective

Superseding: Original Sheet No. 337

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

subaccount. The gas storage amortizing subaccount shall be decreased each month by an amount determined by multiplying the Gas Fuel Reimbursement Surcharge Amount-Storage or Gas Fuel Reimbursement Surcharge Percentage-Storage, as applicable, included in Transporter's rates for each month by the applicable contract storage injections and withdrawals for that month under the applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2. The account shall be increased in the event the surcharge is a negative amount. For purposes of reducing or increasing the gas storage amortizing subaccount, as appropriate, for Storage Company Use and Lost and Unaccounted For gas reimbursed in-kind, such inkind quantities shall be valued at Transporter's actual system average cost of gas during the month.

38.7.5.1.2 The amount of the Electric Power Unrecovered Fuel Reimbursement Account-Storage included in the Electric Power Fuel Reimbursement Surcharge Amount-Storage calculation pursuant to Subsection 38.5 hereof shall be transferred to the electric power storage amortizing subaccount. The electric power storage amortizing subaccount shall be decreased each month by an amount determined by multiplying the Electric Power Fuel Reimbursement Surcharge Amount-Storage or

FERC Docket: RP97-215-002

First Revised Sheet No. 337A First Revised Sheet No. 337A: Effective

Superseding: Original Sheet No. 337A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Electric Power Fuel Reimbursement Surcharge Percentage-Storage, as applicable, included in Transporter's rates for each month by the applicable contract storage injections and withdrawals for that month under the applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2. The account shall be increased in the event the surcharge is a negative amount. For purposes of reducing or increasing the electric power storage amortizing subaccount, as appropriate, for Storage Electric Power reimbursed in-kind, such in-kind quantities shall be valued at Transporter's actual system average cost of gas during the month.

- 38.8 Unrecovered Fuel Reimbursement Account-Transportation:
 - 38.8.1 Transporter shall establish and maintain a transportation current deferral subaccount of the Unrecovered Fuel Reimbursement Account-Transportation. The accumulated transportation current deferral subaccount balances of Account No. 182.3 may include the following:
 - 38.8.1.1 The monthly deferral of Transporter's underor over-recovered actual transportation fuel reimbursement costs.
 - 38.8.1.2 The monthly deferral of Transporter's underor over-recovered actual transportation inkind fuel reimbursement.
 - 38.8.1.3 Adjustments to prior months' revenue due to a revision in a prior month's level transportation receipts.

FERC Docket: RP97-215-002

Second Revised Sheet No. 338 Second Revised Sheet No. 338 : Effective

Superseding: First Revised Sheet No. 338

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.8.1.4 Transfers of any unamortized amounts remaining in a transportation deferral subaccount of Account No. 182.3 after the related surcharge amortization period has expired.
 - 38.8.1.5 The transportation-related portion of all refunds or revenue credits including any out-of-period billing adjustments, along with the related interest paid, as described in Subsection 38.8.4 hereof.
 - 38.8.1.6 Carrying charges on the transportation current deferral and amortizing subaccounts as specified in Subsection 38.8.3 hereof.
 - 38.8.2 The amount to be included in the transportation current deferral subaccounts in order to reflect the items specified in Subsections 38.8.1.1, 38.8.1.2 and 38.8.1.3 hereof shall be calculated as follows:
 - 38.8.2.1 Transporter shall first determine:
 - 38.8.2.1.1 The actual monthly Transmission and System Storage Company Use and Lost and Unaccounted For gas quantities (adjusted to include the confiscated gas offset described in Subsection 18.10 of these General Terms and Conditions) in a manner consistent with Subsections 38.3.4 and 38.4.4 hereof. The quantities of Transportation Company Use and Lost and Unaccounted For gas so determined allocated to transportation service shall then be valued at Transporter's actual system average cost of gas during the month.
 - 38.8.2.1.2 The actual monthly Transmission and System Storage Electric Power Costs, in a manner consistent with

FERC Docket: RP97-215-002

First Revised Sheet No. 338A First Revised Sheet No. 338A : Effective

Superseding: Original Sheet No. 338A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Subsections 38.3.4 and 38.4.4 hereof.

38.8.2.2 Transporter shall then determine the Cost of Transportation Company Use and Lost and Unaccounted For gas and the Cost of Electric Power Purchased For Transportation Operations, recovered in-dollars and in-kind as follows:

38.8.2.2.1 The Cost of Transportation
Company Use and Lost and
Unaccounted For gas recovered indollars and in-kind shall be
determined by multiplying the
projected Current

FERC Docket: RP97-215-002

Second Revised Sheet No. 339 Second Revised Sheet No. 339 : Effective

Superseding: First Revised Sheet No. 339

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

Fuel Reimbursement Gas Charge-Transportation or Gas Current Fuel Reimbursement Percentage-Transportation, as described in Subsections 38.3.4.1 and 38.4.4.1 hereof, respectively, in effect during the deferral month, as applicable, by the appropriate actual quantities of transportation service receipts under each applicable Rate Schedule during the month. quantities of Transportation Company Use and Lost and Unaccounted For gas reimbursed in-kind will be valued at Transporter's actual system average cost of gas during the month.

38.8.2.2.2

The Cost of Electric Power Purchased For Transportation Operations recovered in-dollars and in-kind shall be determined by multiplying the projected Current Fuel Reimbursement Electric Power Charge-Transportation or Electric Power Current Fuel Reimbursement Percentage-Transportation, as described in Subsections 38.3.4.2 and 38.4.4.2 hereof, respectively, in effect during the deferral month, as applicable, by the appropriate actual quantities of transportation service receipts under each applicable Rate Schedule during the month. quantities of Transportation Electric Power reimbursed in-kind will be valued at Transporter's actual system average cost of gas during the month.

FERC Docket: RP97-215-000

Original Sheet No. 339A Original Sheet No. 339A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.8.2.3 Transporter shall determine the monthly transportation deferral cost amounts as follows:
 - 38.8.2.3.1 The monthly transportation deferral cost of gas amount shall be determined by taking the difference between the gasrelated dollar amounts derived in Subsections 38.8.2.1.1 and 38.8.2.2.1 herein, and the resulting amounts shall be reflected in Transporter's gas transportation current deferral subaccount.
 - 38.8.2.3.2 The monthly transportation deferral cost of electric power amount shall be determined by taking the difference between the electric power-related dollar amounts derived in Subsections 38.8.2.1.2 and 38.8.2.2.2 herein, and the resulting amounts shall be reflected in Transporter's electric power transportation current deferral subaccount.
 - 38.8.2.4 Transporter shall determine the monthly change in deferral associated with Transportation Company Use and Lost and Unaccounted For gas by debiting the gas transportation current deferral account in the event the current month actual Transportation Company Use and Lost and Unaccounted For gas costs attributable to transportation service exceeds the total value of Transportation Company Use and Lost and Unaccounted For gas Transporter receives in-kind and in-dollars from such transportation service, or crediting the gas transportation current deferral account in the event the current month actual Transportation Company Use and Lost and Unaccounted For gas

FERC Docket: RP97-215-002

First Revised Sheet No. 339B First Revised Sheet No. 339B : Effective

Superseding: Original Sheet No. 339B

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

costs attributable to transportation service is less than the total value Transporter receives in-kind and in-dollars for Transportation Company Use and Lost and Unaccounted For gas from such transportation service.

38.8.2.5 Transporter shall determine the monthly change in deferral associated with Transportation Electric Power by debiting the electric power transportation current deferral account in the event the current month actual Cost of Electric Power Purchased For Transportation Operations attributable to transportation service exceeds the total value Transporter received in-kind and in-dollars from such transportation service, or by crediting the electric power transportation current deferral account in the event the current month actual Cost of Electric Power Purchased For Transportation Operations attributable to transportation service is less than the total value Transporter receives in-kind and indollars from such transportation service.

FERC Docket: RP97-215-000

Third Revised Sheet No. 340 Third Revised Sheet No. 340: Effective

Superseding: Second Revised Sheet No. 340

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

- 38.8.3 Transporter will assess carrying charges on the applicable Account No. 182.3, Unrecovered Fuel Reimbursement Account-Transportation carrying charge base. The carrying charge shall be the product of Subsections 38.8.3.1 and 38.8.3.2 below:
 - 38.8.3.1 The carrying charge base shall be the prior month's balance in the applicable Unrecovered Fuel Reimbursement Account-Transportation, net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.
 - 38.8.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.
- 38.8.4 As specified in Subsection 38.8.1, the portion of all refunds or revenue credits impacting the Cost of Transportation Company Use and Lost and Unaccounted For gas or the Cost of Electric Power Purchased For Transportation Operations, including any out-of-period billing adjustments, along with the related interest paid, shall be included in the applicable Unrecovered Fuel Reimbursement Account-Transportation. For purposes of this Fuel Reimbursement Adjustment Provision, the transportation-related portion of any such refunds, revenue credits or out-of-period adjustments relating to the Cost of Transportation Company Use and Lost and Unaccounted For gas shall be determined by multiplying those amounts by the ratio of the actual quantities of Transportation-Company Use and Lost and Unaccounted For gas during the twelve month period ending the month prior to receipt of the refund, revenue credit or adjustment, to the sum of the actual total quantities of Company Use and Lost and Unaccounted For gas quantities during the same period. The transportation-related portion of any such refunds, revenue credits or out-of-period adjustments relating

FERC Docket: RP97-215-000

Original Sheet No. 340A Original Sheet No. 340A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

to the Cost of Electric Power Purchased For Transportation Operations shall be directly applied to the applicable Unrecovered Fuel Reimbursement Account-Transportation.

38.8.5 Transporter shall establish and maintain a transportation amortizing subaccount of the Unrecovered Fuel Reimbursement Account-Transportation.

FERC Docket: RP97-215-000

First Revised Sheet No. 341 First Revised Sheet No. 341 : Effective

38.8.5.1.1

Superseding: Original Sheet No. 341

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.8.5.1 The applicable amount of the Unrecovered Fuel Reimbursement Account-Transportation included in the applicable Fuel Reimbursement Surcharge Amount-Transportation calculation pursuant to Subsection 38.5 hereof shall be determined as follows:

The amount of the Gas Unrecovered Fuel Reimbursement Account-Transportation included in the Gas Fuel Reimbursement Surcharge Amount-Transportation calculation pursuant to Subsection 38.5 hereof shall be transferred to the gas transportation amortizing subaccount. The gas transportation amortizing subaccount shall be decreased each month by an amount determined by multiplying the Gas Fuel Reimbursement Surcharge Amount-Transportation or Gas Fuel Reimbursement Surcharge Percentage-Transportation, as applicable, included in Transporter's rates for each month by the applicable transportation receipt quantities for that month under the applicable Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2. The account shall be increased in the event the surcharge is a negative amount. For purposes of reducing or increasing the gas transportation amortizing subaccount, as appropriate, for Transportation Company Use and Lost and Unaccounted For gas reimbursed in-kind, such in-kind quantities shall be valued at Transporter's actual system average cost of gas during the month.

FERC Docket: RP97-215-002

First Revised Sheet No. 341A : Effective

Superseding: Original Sheet No. 341A

GENERAL TERMS AND CONDITIONS (Continued)

38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)

38.8.5.1.2 The amount of the Electric Power
Unrecovered Fuel Reimbursement
Account-Transportation included
in the Electric Power Fuel
Reimbursement Surcharge Amount-

Transportation calculation pursuant to Subsection 38.5 hereof shall be transferred to the electric power transportation amortizing subaccount. The electric power transportation amortizing subaccount shall be decreased each month by an amount determined by multiplying the

Electric Power Fuel Reimbursement Surcharge Amount-Transportation or Electric Power Fuel Reimbursement Surcharge Percentage-Transportation, as applicable, included in

Transporter's rates for each month by the applicable transportation receipt quantities for that month under the applicable Rate Schedules

contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2. The account shall be increased in the event the surcharge is a negative amount. For purposes of

reducing or increasing the electric power transportation amortizing subaccount, as appropriate, for Transportation Electric Power reimbursed inkind, such in-kind quantities shall be valued at Transporter's actual system average cost of gas

during the month.

FERC Docket: RP97-215-000

Original Sheet No. 341B Original Sheet No. 341B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 38. FUEL REIMBURSEMENT ADJUSTMENT PROVISION (Continued)
 - 38.9 Time and Manner of Filing: Transporter shall file semiannual and annual adjustments hereunder at least thirty (30) days prior to the proposed effective date of such semiannual and annual filing. Each such filing by Transporter shall be made by means of revised tariff sheets identifying the new Total Current Fuel Reimbursement Charges and the new Total Current Fuel Reimbursement Percentages calculated in accordance with Subsection 38.3 and 38.4 and the resulting currently effective tariff rates. Each such filing shall be accompanied by a report containing detailed computations which clearly show the derivation of the relevant amounts.

The filings and the report shall be served upon Transporter's affected Shippers in hard copy format, unless otherwise agreed to by such Shippers.

FERC Docket: RS92- 13-004

Original Sheet No. 342 Original Sheet No. 342: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS

This Section 39 is applicable to filings submitted to the FERC after full implementation of Order Nos. 636, et. seq., has been achieved on Transporter's system.

- 39.1 Purpose This Section 39 establishes the procedures which will permit Transporter to recover from Shippers one hundred percent of the costs (hereinafter referred to as "transition costs") which were prudently incurred and attributable to Transporter's compliance with Order Nos. 636, et seq.
- 39.2 Definitions The definitions of terms applicable to this Section 39 are as follows:
 - 39.2.1 Total Recovery Period The period beginning on the effective date any new rates become effective under this Section 39 and continuing until all amounts and interest thereon have been fully amortized. For purposes of the Account No. 191 surcharge to be placed into effect immediately upon termination of Transporter's Purchased Gas Cost Adjustment as described in Subsection 39.3 hereof, the Total Recovery Period shall consist of a reasonable period of no less than twelve (12) months commencing with the effectiveness of such surcharge. The length of all other total recovery period(s) will be determined and specified by Transporter at the time of filing for authority to implement such rates reflecting Transporter's transition costs and all applicable carrying charges.
 - 39.2.2 Transition Costs Transition costs will include but not be limited to: Under- or over-recovery amounts in FERC Account No. 191 related to gas purchases prior to the termination of Transporter's Purchased Gas Cost Adjustment Provision; gas supply realignment costs incurred by Transporter as a result of implementing Order Nos. 636, et. seq.; stranded facility costs resulting from implementation of Order Nos. 636, et. seq., and the elimination of the bundled merchant function and, the costs associated with new facilities required by the implementation of Order No. 636 principles.

FERC Docket: RP96-332-000

Second Revised Sheet No. 343 Second Revised Sheet No. 343: Effective

Superseding: Original Sheet No. 343

GENERAL TERMS AND CONDITIONS (Continued)

- 39. TRANSITION COST RECOVERY MECHANISMS (Continued)
 - 39.2.3 Gas Supply Realignment Costs Gas Supply Realignment Costs shall include payments to Transporter's natural gas producer/suppliers made in settlement of claims arising under its gas purchase agreements or to reform the price, take-or-pay or other clauses of such agreements or to terminate or suspend such agreements, payments made to Transporter's natural gas producer/suppliers pursuant to court order(s) resolving claims arising under such contracts, claims for breach of such contracts, or any similar claims.
 - 39.2.4 Stranded Facilities Stranded facilities shall include those facilities previously used to provide a bundled sales service, the costs of which will not be fully recovered by Transporter after the implementation of Order Nos. 636, et seq.
 - 39.2.5 Effective Total Interruptible Transportation Throughput
 The total annual transportation throughput under Rate
 Schedule IT-1 underlying Transporter's then currently
 effective rates.
 - 39.2.6 Carrying Charges Carrying charges (also hereinafter referred to as interest) shall reflect the quarterly interest rate published by the FERC and shall be computed in accordance with Section 154.501 of the FERC's Regulations.
 - 39.2.7 Amortized Amounts The amount of transition costs as defined above that are subject to amortization and which have been reflected in a filing(s) submitted to FERC. Transporter shall reconcile actual costs with those reflected in rates in accordance with this Section 39 so as to ensure that Transporter recovers one hundred percent of such actual costs and does not overcollect any of such actual costs.
 - 39.3 Applicability of Charges. The charges to be applicable pursuant to this Section 39 are as follows:

FERC Docket: RP00-165-000

Fifth Revised Sheet No. 344 Fifth Revised Sheet No. 344: Effective

Superseding: Fourth Revised Sheet No. 344

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Determination of Account No. 191 Surcharge -Shippers served under Transporter's previously effective Rate Schedules G-1 and SGS-1, contained in Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1, as of May 18, 1992 (Applicable Shippers) shall be required to reimburse Transporter for any underrecovery balances and Transporter shall be required to refund to such Applicable Shippers any overrecovery balances accrued in Transporter's Account No. 191 associated with Transporter's natural gas purchases during the period August 1, 1991 until Transporter terminates the Purchased Gas Cost Adjustment Provision found in Section 21 of the General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 and/or as a result of out of period billing adjustments (received by Transporter within nine (9) calendar months after the date Transporter terminates the effectiveness of its Purchased Gas Cost Adjustment Provision) related to gas purchases prior to such termination. Such termination of Transporter's Purchased Gas Cost Adjustment shall be effective upon the date this Tariff first becomes effective. Out of period billing refunds received by Transporter after the nine (9) calendar months following the termination of Transporter's Purchased Gas Cost Adjustment Provision shall be treated in accordance with the provisions of subsection 39.3.1.1.1 hereof.

39.3.1.1 To the extent that the FERC Account No. 191 balance referenced above reflects an overrecovery of purchased gas costs, Transporter shall refund to each of the Applicable Shippers its proportionate share of such balance in one lump sum, with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Such refund shall be made to the Applicable Shippers within sixty (60) days of the date that Transporter terminates the effectiveness of its Purchased Gas Cost Adjustment Provision and a Refund Report shall be filed with FERC. Such refund amounts shall be set forth on Sheet No. 358I

FERC Docket: RP94-103-002

Original Sheet No. 344A Original Sheet No. 344A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

of this FERC Gas Tariff, Second Revised Volume No. 1. The allocation of any Account No. 191 overrecovery balance to each of the Applicable Shippers shall be based on the proportion of each Applicable Shipper's purchases from

FERC Docket: RP00-165-000

Third Revised Sheet No. 345 Third Revised Sheet No. 345: Effective

Superseding: Second Revised Sheet No. 345

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Transporter under Rate Schedule G-1 or SGS-1 during the twelve (12) calendar months immediately preceding the termination of the Purchased Gas Cost Adjustment Provision to the total of such purchases by all Applicable Shippers. Within sixty (60) days after the close of nine (9) calendar months after the date that Transporter terminates the effectiveness of its Purchased Gas Cost Adjustment Provision, Transporter shall reconcile the Account No. 191 balance used for refund purposes with the actual balance reflecting any adjustments made to such balance subsequent to the payment of refunds and shall bill or return to Applicable Shippers, including interest, any undercollections or overcollections under this Subsection and shall file a Report reflecting such reconciliation with FERC. Such refund amounts shall be set forth on Sheet No. 358I of this FERC Gas Tariff, Second Revised Volume No. 1.

39.3.1.1.1 Within sixty (60) days after the close of twenty-one (21) calendar months from the date that Transporter terminates the effectiveness of its Purchased Gas Cost Adjustment Provision, and annually thereafter, Transporter shall reconcile the Account No. 191 balance used for refund purposes with the actual balance, reflecting all out of period billing refunds received by Transporter and booked to such balance for the twelve (12) months subsequent to the payment of refunds to applicable shippers and shall refund such amounts to Applicable Shippers, including interest, and shall file a Report

FERC Docket: RP00-165-000

Third Revised Sheet No. 345A Third Revised Sheet No. 345A: Effective

Superseding: Second Revised Sheet No. 345A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

reflecting such reconciliation with FERC. The allocation of any Account No. 191 refund balance to each of the Applicable Shippers shall be based on the proportion of each Applicable Shipper's purchases from Transporter under Rate Schedule G-1 or SGS-1 during the twelve (12) calendar months immediately preceding the termination of the Purchased Gas Cost Adjustment Provision to the total of such purchases by all Applicable Shippers. Such refund amounts shall be set forth on Sheet No. 358I of this FERC Gas Tariff, Second Revised Volume No. 1.

39.3.1.2 Determination of Fixed Monthly Surcharge -To the extent that the Account No. 191 amounts referenced in Subsection 39.3.1 reflect an underrecovery of purchased gas costs, a fixed monthly surcharge shall be established to recover such amounts from the Applicable Shippers. The allocation of any Account No. 191 underrecovery amounts to each of the Applicable Shippers shall be based on the proportion of each Applicable Shipper's purchases from Transporter under Rate Schedule G-1 or SGS-1 during the twelve (12) calendar months immediately preceding the termination of Transporter's Purchased Gas Cost Adjustment Provision to the total of such purchases by Applicable Shippers. The fixed monthly surcharge, including carrying charges in accordance with Section 154.501 of the FERC's Regulations, for each Applicable Shipper shall be set forth on Sheet No. 359 of this FERC Gas

FERC Docket: RP98-253-000

First Revised Sheet No. 346 First Revised Sheet No. 346: Effective

Superseding: Original Sheet No. 346

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Tariff, Second Revised Volume No. 1, for the applicable Total Recovery Period. As appropriate, the fixed monthly surcharge shall be adjusted annually to reflect the annual reconciliation procedure described in this Subsection 39.3.1.2.

Applicable Shipper(s) may elect to pay the fixed monthly surcharge for the remaining portion of the Total Recovery Period, excluding future interest, with the first bill after the effective date of any FERC Order(s) implementing such fixed monthly surcharge(s) or during any subsequent month during the Total Recovery Period. Such lump sum payment shall not relieve Applicable Shipper of its obligation to pay any additional fixed monthly surcharge for Account No. 191 related costs resulting from future filings in accordance with the requirements of Subsection 39.3.1, to include, but not be limited to, any additional amounts allocable to Applicable Shipper as a result of billing adjustments affecting the Account No. 191 balance in accordance with Transporter's Purchased Gas Cost Adjustment Provision as it existed on the date terminated.

39.3.1.3 Annual Reconciliation - On or before May 31 of each year, as appropriate, Transporter shall file with the FERC, as part of an "Annual Reconciliation" filing, revised tariff sheets showing restated fixed monthly surcharges to be assessed commencing the next July 1, to take into account any overcollections or undercollections of the actual Account No. 191 balance authorized to be recovered under this Subsection 39.3.1 and actual carrying charges, based on FERC published interest rates, applied to such actual Account No. 191 underrecovery balance, using the latest

FERC Docket: RS92- 13-004

Original Sheet No. 347 Original Sheet No. 347: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

available actual data for the recovery period ending the preceding March 31. The adjusted fixed monthly surcharge resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such adjusted fixed monthly surcharge shall be determined by dividing the adjusted unamortized Account No. 191 underrecovery balance, plus the adjusted interest, by the number of months remaining in the applicable Total Recovery Period and adding thereto carrying charges for the next twelve (12) months. At the completion of the applicable Total Recovery Period, Transporter shall bill or return to Applicable Shipper(s), including interest, any undercollections or overcollections of the costs recoverable under this Subsection 39.3.1.

39.3.1.4 Accounting Procedures for Account No. 191 Underrecovery Balance - Transporter shall maintain separate principal and interest subaccounts in Account No. 191 to record the balance to be recovered from each Applicable Shipper. The principal subaccounts for the fixed monthly surcharge will be debited with Transporter's applicable Account No. 191 underrecovery balance allocable to a specific Applicable Shipper and permitted to become effective by order(s) of FERC. Each month the principal subaccounts shall be credited with the principal portion of the fixed monthly surcharge recovered from Applicable Shippers, if any. The balance is the result of applying the current month's credits as calculated above against the prior month's balance. interest subaccounts will be debited monthly for interest accrued at the current FERC published interest rate, and credited with the interest portion of the fixed monthly surcharge recovered.

FERC Docket: RS92- 13-004

Original Sheet No. 348 Original Sheet No. 348: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.1.5 Obligation to Pay. Any Applicable Shipper liable for charges under this Section 39.3.1 as a result of filings submitted to FERC after the effectiveness of this Section 39.3.1 shall not be relieved of its obligation under this Section 39.3.1 in the event that the Service Agreement between Applicable Shipper and Transporter is terminated or has its term reduced for any reason, including, but not limited to, the expiration of said agreement, cancellation and abandonment of service, conversion of such agreement to transportation service, a change in corporate identity or bankruptcy. In such event, Transporter shall, at Applicable Shipper's option, either (a) bill Applicable Shipper, within forty-five (45) days after the effectiveness of such termination or reduction, a one-time charge for the full amount of said Applicable Shipper's fixed monthly surcharge remaining due for the Total Recovery Period, or (b) continue billing the fixed monthly surcharge to Applicable Shipper or, if appropriate, Applicable Shipper's successor in interest during the remainder of the applicable Total Recovery Period (including under its new corporate identity, if any, and/or under Applicable Shipper's new Rate Schedule, if any, or in any other manner allowable). Applicable Shipper shall remain obligated to pay any additional charges for the Account No. 191 underrecoveries resulting from future filings permitted under law to recover such costs.

Transporter reserves the right to reallocate among its remaining Applicable Shippers to whom the fixed monthly surcharge provisions of this Section 39.3.1 are applicable, all fixed monthly surcharges in the event any Applicable

FERC Docket: RP04-331-000

Sixth Revised Sheet No. 349 Sixth Revised Sheet No. 349: Effective

Superseding: Fifth Revised Sheet No. 349

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Shipper is relieved of its obligation to pay its otherwise applicable fixed monthly surcharge by a FERC or court order.

39.3.1.6 Payment - Transporter shall include the applicable surcharge to Applicable Shipper pursuant to this Section 39.3.1 in the monthly billing statements rendered to Applicable Shippers pursuant to the Billings and Payments provisions of the General Terms and Conditions of this Tariff.

- 39.3.2 Determination of Stranded Facilities Cost Surcharge: Transporter is authorized by Order Nos. 636, et seq., to recover costs associated with stranded facilities. Transporter will develop a mechanism at a later date to recover any such stranded facility costs.
- 39.3.3 Determination of Gas Supply Realignment Cost Charges (For Filings Submitted to FERC Prior to August 26, 1997) Shippers served under Transporter's Rate Schedule FT-1 contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Applicable Firm Shippers), shall be responsible for paying Transporter for ninety (90) percent of the Gas Supply Realignment Transition Costs (GSR Costs) incurred by Transporter as a result of implementing Order No. 636, et seq., plus appropriate interest, through a reservation charge surcharge(s) developed pursuant to this Subsection 39.3.3. The applicable reservation charge surcharge (s) shall be applied to each Maximum Daily Delivery Quantity (MDDQ) billing quantity under Rate Schedule FT-1 for each month such Applicable Firm Shipper's Service Agreement is in effect.

The remaining ten (10) percent of the GSR Costs incurred by Transporter, plus appropriate interest, will be recovered through inclusion in the cost of service applicable to interruptible transportation Shippers served under Transporter's Rate Schedule IT-1 contained in this Tariff (Applicable Interruptible Shippers).

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-013

Original Sheet No. 349A Original Sheet No. 349A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.3.1 Determination of Reservation Charge Surcharges. The reservation charge surcharge(s) to be recovered hereunder shall include ninety (90)

FERC Docket: RP04-410-000

Seventh Revised Sheet No. 350 Seventh Revised Sheet No. 350: Effective

Superseding: Sixth Revised Sheet No. 350

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

percent of Transporter's GSR Costs, plus appropriate interest.

39.3.3.1.1 Determination of Reservation Charge Surcharge(s) - The reservation charge surcharge(s) shall be determined by dividing the annual principal amount of the GSR Costs to be recovered through the reservation charge surcharges, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the total annual average Maximum Daily Delivery Quantity (MDDQ) anticipated to be in effect for the applicable year of the Total Recovery Period under Service Agreements with Applicable Firm Shippers. The reservation charge surcharge(s), including carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall be set forth on Sheet No. 15 of this Tariff.

The reservation charge surcharge(s) shall be adjusted annually to reflect the annual reservation charge reconciliation described in Subsection 39.3.3.2.

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Eighth Revised Sheet No. 350 Eighth Revised Sheet No. 350

Superseding: Seventh Revised Sheet No. 350

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

percent of Transporter's GSR Costs, plus appropriate interest.

39.3.3.1.1 Determination of Reservation Charge Surcharge(s) - The reservation charge surcharge(s) shall be determined by dividing the annual principal amount of the GSR Costs to be recovered through the reservation charge surcharges, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the total annual average Maximum Daily Delivery Quantity (MDDQ) anticipated to be in effect for the applicable year of the Total Recovery Period under Service Agreements with Applicable Firm Shippers. The reservation charge surcharge(s), including carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall be set forth on Sheet Nos. 15 or 16, as applicable, of this Tariff.

The reservation charge surcharge(s) shall be adjusted annually to reflect the annual reservation charge reconciliation described in Subsection 39.3.3.2.

FERC Docket: RP95-364-012

Third Revised Sheet No. 350A Third Revised Sheet No. 350A: Effective

Superseding: Original Sheet No. 350A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.3.2 Annual Reservation Charge Surcharge Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the reservation charge surcharges. On or before May 31 of each year, Transporter shall recalculate the reservation charge surcharges to take into account revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to ninety (90) percent of the actual GSR Costs paid by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Applicable Firm Shippers on GSR Costs collected from Applicable Firm Shippers during such portion of the recovery period that such GSR Costs had not been expended by Transporter. Additionally, Transporter shall calculate revisions to the reservation charge

FERC Docket: RP04-331-000

Seventh Revised Sheet No. 351 seventh Revised Sheet No. 351 : Effective

Superseding: Sixth Revised Sheet No. 351

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

surcharges to true-up differences between the actual level of Applicable Firm Shippers' billing quantities experienced during the recovery period ended the preceding March 31 and the total Applicable Firm Shippers' billing quantities underlying the reservation charge surcharges billed during that same recovery period.

Once a recovery period has been trued-up in an annual reconciliation filing to include actual billing quantities, the applicable reservation charge surcharges for that same recovery period shall not be subject to further revision for a change in those billing quantities.

Transporter shall bill the reservation charge surcharges applicable to each Total Recovery Period through the end of that Total Recovery Period, and thereafter refund any overcollections or bill for any undercollections of the reservation charge surcharges with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Each Applicable Firm Shipper's share of such refunds or additional billings shall be its pro rata proportion of the total amount overcollected or undercollected, as applicable, based on the ratio of that Applicable Firm Shipper's MDDQ quantities during the last year of the Total Recovery Period to the total of the Applicable Firm Shippers' MDDQ quantities during that same period.

39.3.3.2.1 Annual Reservation Charge Surcharge Reconciliation - In the event Transporter's actual Rate Schedule FT-1 MDDQ billing quantities are greater than the

FERC Docket: RP04-331-000

Sixth Revised Sheet No. 351A Sixth Revised Sheet No. 351A: Effective

Superseding: Fifth Revised Sheet No. 351A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Rate Schedule FT-1 MDDQ billing quantities underlying the surcharge, Transporter shall credit an amount to each of the subsequent annual principal amounts equal to the difference in Rate Schedule FT-1 MDDQ billing quantities multiplied by the principal portion of the currently effective reservation charge surcharge, divided by the number of years remaining in the Total Recovery Period, plus applicable interest. In the event that Transporter's actual Rate Schedule FT-1 MDDQ billing quantities are less than the total Rate Schedule FT-1 MDDQ billing quantities underlying the surcharge, Transporter shall debit an amount to each of the subsequent annual principal amounts equal to the difference in Rate Schedule FT-1 MDDQ billing quantities multiplied by the principal portion of the currently effective reservation charge surcharge, divided by the number of years remaining in the Total Recovery Period, plus applicable interest.

Transporter shall tender, as part of an "Annual Reconciliation" filing, the reservation charge surcharge to be assessed commencing the next July 1, reflecting the recalculations provided for in this Subsection 39.3.3.2, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations.

FERC Docket: RP95-364-012

Third Revised Sheet No. 351B Third Revised Sheet No. 351B : Effective

Superseding: Original Sheet No. 351B

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Such reservation charge surcharge shall be determined in accordance with Subsection 39.3.3.1.1 hereof.

FERC Docket: RP95-364-012

Fourth Revised Sheet No. 352 Fourth Revised Sheet No. 352 : Effective Superseding: First Revised Sheet No. 352 GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

FERC Docket: RP95-364-012

Third Revised Sheet No. 352A Third Revised Sheet No. 352A: Effective

Superseding: Original Sheet No. 352A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.3.3 Determination of Annual Rate Schedule IT-1
Base Rate Gas Supply Realignment (GSR) Unit
Cost Amount - The costs to be recovered
pursuant to this Subsection 39.3.3 shall
include ten (10) percent of the total GSR
Costs to be recovered from Applicable
Interruptible Shippers. The base rate GSR
unit costs shall be determined by dividing the
annual principal amount of the GSR costs

FERC Docket: RP96-332-000

Second Revised Sheet No. 353 Second Revised Sheet No. 353 : Effective

Superseding: 2nd Substitute Original Sheet No. 353

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

to be recovered through the base rates, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the effective total interruptible transportation throughput. Such base rate GSR unit costs will be included in the interruptible transportation base rates specified on Sheet No. 18 of this Tariff. Such base rate GSR unit costs will be in effect until adjusted in accordance with Subsection 39.3.3.4, and/or until the effective total interruptible transportation throughput is modified by Transporter through a filing with FERC. The base rate GSR unit costs shall be assessed to all Shippers with Service Agreements under Rate Schedule IT-1 contained in this Tariff.

Transporter may from time to time, and at any time, selectively and separately discount any or all of the base rate GSR unit costs for any Applicable Interruptible Shipper. Such discounting, however, shall be in accordance with Section 284.7(d)(5) of the FERC's Regulations. The maximum base rate GSR unit cost shall be included in the interruptible transportation base rates shown on Sheet No. 18 of this Tariff. The minimum rate for such base rate GSR unit cost is zero.

39.3.3.4 Annual Rate Schedule IT-1 Base Rate GSR Unit Cost Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the base rate GSR unit cost. On or before May 31 of each year, Transporter shall recalculate the base rate GSR unit cost to reflect revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to the unamortized balance of ten (10) percent of the actual GSR Costs paid by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Applicable
Interruptible Shippers on GSR Costs collected

FERC Docket: RS92- 13-011

2nd Substitute Original Sheet No. 354 2nd Substitute Original Sheet No. 354: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

from Applicable Interruptible Shippers during such portion of the recovery period that such GSR Costs had not been expended by Transporter. Additionally, Transporter shall calculate revisions to the base rate GSR unit cost to true-up differences between the actual level of interruptible transportation throughput billed the base rate GSR unit cost under Rate Schedule IT-1 during the recovery period ending the preceding March 31 and the effective total interruptible transportation throughput underlying the base rate GSR unit cost actually billed during that same recovery period. More specifically, in the event that Transporter's actual interruptible transportation throughput billed the base rate GSR unit cost under Rate Schedule IT-1 is greater than the total effective interruptible transportation throughput underlying the GSR unit cost, Transporter shall credit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective base rate GSR unit cost, divided by the number of years remaining in the Total Recovery Period, plus applicable interest. In the event that Transporter's actual interruptible transportation throughput billed the base rate GSR unit cost under Rate Schedule IT-1 is less than the effective total interruptible transportation throughput underlying the GSR unit cost, Transporter shall debit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective base rate GSR unit cost, divided by the number of years remaining in the Total Recovery Period, plus applicable interest.

Transporter shall tender, as part of an "Annual Reconciliation" filing, the base rate

FERC Docket: RP96-332-000

Second Revised Sheet No. 355 second Revised Sheet No. 355 : Effective

Superseding: 2nd Substitute Original Sheet No. 355

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

GSR unit costs to be assessed commencing the next July 1, reflecting such recalculations, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations. The adjusted base rate GSR unit costs resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such base rate GSR unit cost(s) shall be determined by dividing the next annual principal amount, as adjusted, plus any adjustment to interest for the prior period(s), plus applicable future interest, by the effective total interruptible transportation throughput applicable to the next annual period.

Once a recovery period has been trued-up in an annual reconciliation filing to include actual throughput, the base rate GSR unit cost for that same recovery period shall not be subject to revision for a change in effective total interruptible transportation throughput.

Transporter shall bill the base rate GSR unit cost applicable to each Total Recovery Period through the end of that Total Recovery Period, and thereafter refund any overcollections or bill for any undercollections of the base rate GSR unit cost with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Each Applicable Interruptible Shipper's share of such refunds or additional billings shall be its pro rata proportion of the total amount overcollected or undercollected, as applicable, based on the ratio of that Applicable Interruptible Shipper's Rate Schedule IT-1 transportation throughput to which the base rate GSR unit cost was applied during the last year of the Total Recovery Period to the total interruptible

FERC Docket: RP04-331-000

Second Revised Sheet No. 356 Second Revised Sheet No. 356: Effective

Superseding: First Revised Sheet No. 356

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

transportation throughput to which the base rate GSR unit cost was applied during that same period.

Accounting Procedures for GSR Costs. Transporter shall maintain separate principal and interest subaccounts in Account No. 186 to record all GSR Costs for each recovery mechanism implemented under this Subsection 39.3.3. The principal subaccounts for the reservation charge surcharges and/or base rate GSR unit costs will be debited with Transporter's applicable GSR Costs permitted to be included in rates pursuant to order(s) of FERC. Each month the principal subaccounts shall be credited with an amount determined by applying the principal portion of the reservation charge surcharges to the actual applicable Rate Schedule FT-1 billing quantities under Service Agreements with Applicable Firm Shippers experienced during the month, and an amount determined by applying the principal portion of the base rate GSR unit costs to the actual total Rate Schedule IT-1 interruptible transportation throughput which was billed the base rate GSR unit cost during the month. The balance is the result of applying the current month's credits as calculated above against the prior month's balance. The interest subaccounts will be debited and/or credited monthly, as applicable, for interest accrued or owed at the current FERC published interest rate, and credited with an amount determined by applying the interest portion of the reservation charge surcharges to the actual applicable Rate Schedule FT-1 billing quantities under Service Agreements with Applicable Firm Shippers during the month and an amount determined by applying the interest portion of the base rate GSR unit costs to the actual total Rate Schedule IT-1 interruptible transportation throughput which was billed the base rate GSR unit cost during the month.

FERC Docket: RS92- 13-016

2nd Substitute Original Sheet No. 357 2nd Substitute Original Sheet No. 357: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.3.6 Obligation to Pay. Any Applicable Firm Shipper liable for charges under this Section 39.3.3 as a result of filings submitted to FERC after the effectiveness of this Section 39.3.3 shall not be relieved of its obligation under this Section 39.3.3 in the event that the Service Agreement between Shipper and Transporter has its term reduced for any reason, except by mutual agreement of the parties, including, but not limited to, cancellation and abandonment of service, a change in corporate identity or bankruptcy. In such event, Transporter shall, at Applicable Firm Shipper's option, either (a) bill Applicable Firm Shipper, within fortyfive (45) days after the effectiveness of such reduced term, a one-time charge for the full amount of the reservation charge surcharge which would have been billed to Applicable Firm Shipper under the original Service Agreement, or (b) continue billing the reservation charge surcharge to Applicable Firm Shipper or, if appropriate, Applicable Firm Shipper's successor in interest, during the remainder of the term of the original Service Agreement (including under its new corporate identity, if any, and/or under Applicable Firm Shipper's new Rate Schedule, if any, or in any other manner allowable). When termination of the Service Agreement before its effective termination date is by mutual agreement of the parties, the treatment of unpaid reservation charge surcharge amounts shall be a matter of negotiation between Transporter and Shipper. Applicable Firm Shipper shall remain obligated to pay any additional charges for GSR Costs resulting from future filings permitted under law to recover these costs.

Transporter reserves the right to reallocate among its remaining Applicable Firm Shippers to whom the reservation charge surcharge provisions of this Section 39.3.3 are applicable, all reservation charge surcharges in the event any Applicable Firm Shipper is

FERC Docket: RP00-165-000

Second Revised Sheet No. 358 second Revised Sheet No. 358 : Effective

Superseding: First Revised Sheet No. 358

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

relieved of its obligation to pay its otherwise applicable reservation charge surcharges by a FERC or court order.

39.3.3.7 Payment - Transporter shall include the applicable surcharges to Shipper(s) pursuant to this Section 39.3.3 in the monthly billing statements rendered to Shipper(s) pursuant to the Billings and Payments provisions of the applicable General Terms and Conditions of this Tariff.

Determination of Gas Supply Realignment Cost Charges (For Filings Submitted to FERC After August 26, 1997) - Shippers served under Transporter's firm Rate Schedule(s) contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Applicable Firm Shippers), shall be responsible for paying Transporter the following percent (firm portion) of the Gas Supply Realignment Transition Costs (GSR Costs) incurred by Transporter as a result of implementing Order No. 636, et seq., plus appropriate interest, through a reservation charge surcharge(s) developed pursuant to this Subsection 39.3.4. Such firm portion shall be determined by dividing the applicable firm Rate Schedule(s) Maximum Daily Delivery Quantity(s) (MDDQ) utilized in developing the rates in effect at the time Transporter files for recovery of such GSR costs by the sum of the applicable firm Rate Schedule(s) MDDQ's and equivalent IT-1 MDDQ's utilized in developing the rates in effect at the time Transporter files for recovery of such GSR costs. The reservation charge surcharge(s) shall be applied to each MDDQ billing quantity under the applicable firm Rate Schedule(s) for each month such Applicable Firm Shipper's Service Agreement is in effect.

The remaining percent (interruptible portion) of the GSR Costs incurred by Transporter, plus appropriate interest, will be recovered through inclusion in the rate applicable to interruptible transportation Shippers served under Transporter's Rate Schedule IT-1 contained in this Tariff (Applicable Interruptible Shippers).

FERC Docket: RP00-165-000

Seventh Revised Sheet No. 358A Seventh Revised Sheet No. 358A: Effective

Superseding: Sixth Revised Sheet No. 358A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.4.1 Determination of Reservation Charge Surcharges. The reservation charge surcharge(s) to be recovered hereunder shall include the applicable firm portion of Transporter's GSR Costs as developed pursuant to Subsection 39.3.4, plus appropriate interest.

39.3.4.1.1 Determination of Reservation Charge Surcharge(s) - The reservation charge surcharge(s) shall be determined by dividing the annual principal amount of the GSR Costs to be recovered through the reservation charge surcharge(s), plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the total annual average MDDQ anticipated to be in effect for the applicable year of the Total Recovery Period under Service Agreements with Applicable Firm Shippers. The reservation charge surcharge(s), including carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall be set forth on Sheet No. 15 of this Tariff.

The reservation charge surcharge(s) shall be adjusted annually to reflect the annual reservation charge reconciliation described in Subsection 39.3.4.2.

39.3.4.2 Annual Reservation Charge Surcharge Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the reservation charge surcharges. On or before May 31 of each year, Transporter shall recalculate the reservation charge surcharges to take into account revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to the firm portion of the actual GSR Costs paid by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Applicable Firm Shippers on GSR Costs collected from Applicable Firm Shippers during such portion of the recovery period that such GSR Costs had not been expended by

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: CP08-89-001

Eighth Revised Sheet No. 358A Eighth Revised Sheet No. 358A

Superseding: Seventh Revised Sheet No. 358A

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.4.1 Determination of Reservation Charge Surcharges. The reservation charge surcharge(s) to be recovered hereunder shall include the applicable firm portion of Transporter's GSR Costs as developed pursuant to Subsection 39.3.4, plus appropriate interest.

39.3.4.1.1 Determination of Reservation Charge Surcharge(s) - The reservation charge surcharge(s) shall be determined by dividing the annual principal amount of the GSR Costs to be recovered through the reservation charge surcharge(s), plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the total annual average MDDQ anticipated to be in effect for the applicable year of the Total Recovery Period under Service Agreements with Applicable Firm Shippers. The reservation charge surcharge(s), including carrying charges in accordance with Section 154.501 of the FERC's Regulations, shall be set forth on Sheet Nos. 15 or 16, as applicable, of this Tariff.

The reservation charge surcharge(s) shall be adjusted annually to reflect the annual reservation charge reconciliation described in Subsection 39.3.4.2.

39.3.4.2 Annual Reservation Charge Surcharge Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the reservation charge surcharges. On or before May 31 of each year, Transporter shall recalculate the reservation charge surcharges to take into account revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to the firm portion of the actual GSR Costs paid by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Applicable Firm Shippers on GSR Costs collected from Applicable Firm Shippers during such portion of the recovery period that such GSR Costs had not been expended by

FERC Docket: RP00-165-000

Original Sheet No. 358B Original Sheet No. 358B : Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Transporter. Additionally, Transporter shall calculate revisions to the reservation charge surcharges to true-up differences between the actual level of Applicable Firm Shippers' billing quantities experienced during the recovery period ended the preceding March 31 and the total Applicable Firm Shippers' billing quantities underlying the reservation charge surcharges billed during that same recovery period.

Once a recovery period has been trued-up in an annual reconciliation filing to include actual billing quantities, the applicable reservation charge surcharges for that same recovery period shall not be subject to further revision for a change in those billing quantities.

Transporter shall bill the reservation charge surcharges applicable to each Total Recovery Period through the end of that Total Recovery Period, and thereafter refund any overcollections or bill for any undercollections of the reservation charge surcharges with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Each Applicable Firm Shipper's share of such refunds or additional billings shall be its pro rata proportion of the total amount overcollected or undercollected, as applicable, based on the ratio of that Shipper's applicable firm Rate Schedule(s) revenue during the last year of the Total Recovery Period to the total of that Shipper's applicable firm Rate Schedule(s) revenue during that same period.

39.3.4.2.1 In the event Transporter's actual firm Rate Schedule(s) MDDQ billing quantities are greater than the MDDQ billing quantities underlying the surcharge, Transporter shall credit an amount to each of the subsequent annual principal amounts equal to the difference in MDDQ billing quantities multiplied by the principal portion of the currently effective reservation charge surcharge, divided by the number of years remaining in the Total Recovery Period, plus

FERC Docket: RP00-165-000

Original Sheet No. 358C Original Sheet No. 358C : Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

applicable interest. In the event that Transporter's actual firm Rate Schedule(s) MDDQ billing quantities are less than the total MDDQ billing quantities underlying the surcharge, Transporter shall debit an amount to each of the subsequent annual principal amounts equal to the difference in MDDQ billing quantities multiplied by the principal portion of the currently effective reservation charge surcharge, divided by the number of years remaining in the Total Recovery Period, plus applicable interest.

Transporter shall tender, as part of an "Annual Reconciliation" filing, the reservation charge surcharge to be assessed commencing the next July 1, reflecting the recalculations provided for in this Subsection 39.3.4.2, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations. Such reservation charge surcharge shall be determined in accordance with Subsection 39.3.4.1.1 hereof.

39.3.4.3 Determination of Annual Rate Schedule IT-1 Base Rate Gas Supply Realignment (GSR) Unit Cost Amount - The costs to be recovered pursuant to this Subsection 39.3.4 shall include the interruptible portion of the total GSR Costs to be recovered from Applicable Interruptible Shippers as developed pursuant to Subsection 39.3.4. The GSR unit rate shall be determined by dividing the annual principal amount of the GSR costs to be recovered through the interruptible transportation rate, plus carrying charges in accordance with Section 154.501 of the FERC's Regulations, by the effective total interruptible transportation throughput. Such GSR unit rate will be included in the interruptible transportation rate specified on Sheet No. 18 of this Tariff. Such GSR unit rate will be in effect until adjusted in accordance with Subsection 39.3.4.4. The GSR unit rate shall be assessed to all Shippers with Service Agreements under Rate Schedule IT-1 contained in this Tariff.

FERC Docket: RP00-165-000

Original Sheet No. 358D Original Sheet No. 358D : Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Transporter may from time to time, and at any time, selectively and separately discount any or all of the GSR unit rate for any Applicable Interruptible Shipper. Such discounting, however, shall be in accordance with Section 284.7(c)(5) of the FERC's Regulations and Subsection 21.6 of these General Terms and Conditions. The maximum GSR unit rate shall be included in the interruptible transportation rates shown on Sheet No. 18 of this Tariff. The minimum rate for such GSR unit rate is zero.

39.3.4.4 Annual Rate Schedule IT-1 GSR Unit Rate Reconciliation - This provision provides a true-up mechanism to ensure that Transporter neither overrecovers nor underrecovers the costs included in the GSR unit rate. On or before May 31 of each year, Transporter shall recalculate the GSR unit rate to reflect revisions for the actual FERC published interest rates during the recovery period ending the preceding March 31 applied to the unamortized balance of the interruptible portion of the actual GSR Costs paid by Transporter, reduced, as applicable, to reflect interest owed by Transporter to Applicable Interruptible Shippers on GSR Costs collected from Applicable Interruptible Shippers during such portion of the recovery period that such GSR Costs had not been expended by Transporter. Additionally, Transporter shall calculate revisions to the GSR unit rate to trueup differences between the actual level of interruptible transportation throughput billed the GSR unit rate under Rate Schedule IT-1 during the recovery period ending the preceding March 31 and the effective $\,$ total interruptible transportation throughput underlying the GSR unit rate actually billed during that same recovery period. In the event that Transporter's actual interruptible transportation throughput billed the GSR unit rate under Rate Schedule IT-1 is greater than the total effective interruptible transportation throughput underlying the GSR unit rate, Transporter shall credit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective GSR unit rate,

FERC Docket: RP00-165-000

Original Sheet No. 358E Original Sheet No. 358E : Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

divided by the number of years remaining in the Total Recovery Period, plus applicable interest. In the event that Transporter's actual interruptible transportation throughput billed the GSR unit rate under Rate Schedule IT-1 is less than the effective total interruptible transportation throughput underlying the GSR unit rate, Transporter shall debit an amount to each of the subsequent annual principal amounts equal to the difference in throughput multiplied by the principal portion of the currently effective GSR unit rate, divided by the number of years remaining in the Total Recovery Period, plus applicable interest.

Transporter shall tender, as part of an "Annual Reconciliation" filing, the GSR unit rate to be assessed commencing the next July 1, reflecting such recalculations, plus related interest calculated in accordance with Section 154.501 of the FERC's Regulations. The adjusted GSR unit rate resulting from the Annual Reconciliation filing shall be effective on July 1 following the filing of the Annual Reconciliation. Such GSR unit rate(s) shall be determined by dividing the next annual principal amount, as adjusted, plus any adjustment to interest for the prior period(s), plus applicable future interest, by the effective total interruptible transportation throughput applicable to the next annual period.

Once a recovery period has been trued-up in an annual reconciliation filing to include actual throughput, the GSR unit rate for that same recovery period shall not be subject to revision for a change in effective total interruptible transportation throughput.

Transporter shall bill the GSR unit rate applicable to each Total Recovery Period through the end of that Total Recovery Period, and thereafter refund any overcollections or bill for any undercollections of the GSR unit rate with interest calculated in accordance with Section 154.501 of the FERC's Regulations. Each

FERC Docket: RP00-165-000

Original Sheet No. 358F Original Sheet No. 358F: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Applicable Interruptible Shipper's share of such refunds or additional billings shall be its pro rata proportion of the total amount overcollected or undercollected, as applicable, based on the ratio of that Applicable Interruptible Shipper's Rate Schedule IT-1 transportation revenue during the last year of the Total Recovery Period to the total interruptible transportation revenue during that same period.

39.3.4.5 Accounting Procedures for GSR Costs. Transporter shall maintain separate principal and interest subaccounts in Account No. 186 to record all GSR Costs for each recovery mechanism implemented under this Subsection 39.3.4. The principal subaccounts for the reservation charge surcharges and/or GSR unit rate will be debited with Transporter's applicable GSR Costs permitted to be included in rates pursuant to order(s) of FERC. Each month the principal subaccounts shall be credited with an amount determined by applying the principal portion of the reservation charge surcharges to the actual applicable firm Rate Schedule(s) billing quantities under Service Agreements with Applicable Firm Shippers experienced during the month, and an $\,$ amount determined by applying the principal portion of the GSR unit rate to the actual total Rate Schedule IT-1 interruptible transportation throughput which was billed the GSR unit rate during the month. The balance is the result of applying the current month's credits as calculated above against the prior month's balance. The interest subaccounts will be debited and/or credited monthly, as applicable, for interest accrued or owed at the current FERC published interest rate, and credited with an amount determined by applying the interest portion of the reservation charge surcharges to the actual applicable firm Rate Schedule(s) billing quantities under Service Agreements with Applicable Firm Shippers during the month and an amount determined by applying the interest portion of the GSR unit rate to the actual total Rate Schedule IT-1 interruptible transportation throughput which was billed the GSR unit rate during the month.

FERC Docket: RP00-165-000

Original Sheet No. 358G Original Sheet No. 358G: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

Obligation to Pay. Any Applicable Firm 39.3.4.6 Shipper liable for charges under this Section 39.3.4 as a result of filings submitted to FERC after the effectiveness of this Section 39.3.4 shall not be relieved of its obligation under this Section 39.3.4 in the event that the Service Agreement between Shipper and Transporter has its term reduced for any reason, except by mutual agreement of the parties, including, but not limited to, cancellation and abandonment of service, a change in corporate identity or bankruptcy. In such event, Transporter shall, at Applicable Firm Shipper's option, either (a) bill Applicable Firm Shipper, within forty-five (45) days after the effectiveness of such reduced term, a one-time charge for the full amount of the reservation charge surcharge which would have been billed to Applicable Firm Shipper under the original Service Agreement, or (b) continue billing the reservation charge surcharge to Applicable Firm Shipper or, if appropriate, Applicable Firm Shipper's successor in interest, during the remainder of the term of the original Service Agreement (including under its new corporate identity, if any, and/or under Applicable Firm Shipper's new Rate Schedule, if any, or in any other manner allowable). When termination of the Service Agreement before its effective termination date is by mutual agreement of the parties, the treatment of unpaid reservation charge surcharge amounts shall be a matter of negotiation between Transporter and Shipper. Applicable Firm Shipper shall remain obligated to pay any additional charges for GSR Costs resulting from future filings permitted under law to recover these costs.

Transporter reserves the right to reallocate among its remaining Applicable Firm Shippers to whom the reservation charge surcharge provisions of this Section 39.3.4 are applicable, all reservation charge surcharges in the event any Applicable Firm Shipper is relieved of its obligation to pay its otherwise applicable reservation charge surcharges by a FERC or court order.

FERC Docket: RP00-165-000

Original Sheet No. 358H Original Sheet No. 358H : Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

39.3.4.7 Payment - Transporter shall include the applicable surcharges to Shipper(s) pursuant to this Section 39.3.4 in the monthly billing statements rendered to Shipper(s) pursuant to the Billings and Payments provisions of the applicable General Terms and Conditions of this Tariff.

39.3.5 Determination of New Facility Transition Cost Charges - The costs associated with new facilities utilized in the implementation of Order No. 636 will be included in Transporter's cost of service and be recovered in the base tariff rates through a Natural Gas Act Section 4 filing.

FERC Docket: RP09-1081-000

Tenth Revised Sheet No. 3581 Tenth Revised Sheet No. 3581 Superseding: Ninth Revised Sheet No. 3581

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

> FERC ACCOUNT NO. 191 OVERRECOVERY REFUND PURSUANT TO SECTION 39 OF THE GENERAL TERMS AND CONDITIONS

Sale for Resale Customers	Refund	d Amount	1/
Montana-Dakota Utilities Co.	\$.00	
Wyoming Gas Company		.00	
Northern Gas Company		.00	

1/ Reflects a zero balance in Williston Basin's Account No. 191 as of July 31, 2009.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 359 Original Sheet No. 359: Effective

GENERAL TERMS AND CONDITIONS (Continued)

39. TRANSITION COST RECOVERY MECHANISMS (Continued)

FERC ACCOUNT NO. 191 UNDERRECOVERY FIXED MONTHLY SURCHARGE UNDER SECTION 39 OF THE GENERAL TERMS AND CONDITIONS
DOCKET NO. RS92-13-000

Sale for Resale Customers	Monthly for Period
Montana-Dakota Utilities Co.	\$ 0.00
Wyoming Gas Company	0.00
Northern Gas Company	0.00
Frannie-Deaver	0.00

FERC Docket: RP04-377-000

Third Revised Sheet No. 360 Third Revised Sheet No. 360: Effective

Superseding: Sheet Nos. 360 Through 361

Reserved for Future Use

Section 40 consisting of the
Gas Technology Institute General Research, Development
and Demonstration Funding Unit Adjustment Provision
has been removed from this Tariff

The following tariff sheets have been superseded

Second Revised Sheet No. 360 First Revised Sheet No. 360A Second Revised Sheet No. 361

FERC Docket: RP01-170-000

First Revised Sheet No. 360A First Revised Sheet No. 360A: Effective

Superseding: Original Sheet No. 360A

GENERAL TERMS AND CONDITIONS (Continued)

40. GAS TECHNOLOGY INSTITUTE GENERAL RESEARCH, DEVELOPMENT AND DEMONSTRATION FUNDING UNIT ADJUSTMENT PROVISION (Continued)

applicable Rate Schedule in order to reflect changes in Transporter's allocable share of GTI's approved RD&D expenditures.

40.3 The GTI general RD&D funding unit adjustment(s): The rates charged under each of the Rate Schedules applicable hereunder and reflected on Sheet Nos. 15, 16, 18, and 21 contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Sheet No. 11B of Original Volume No. 2, as identified in Subsection 40.5 hereof, shall include a surcharge(s) for the GTI general RD&D funding unit adjustment(s). Such surcharge(s) shall be the general RD&D funding unit amount(s), as approved by the FERC.

FERC Docket: RP01-170-000

Second Revised Sheet No. 361 Second Revised Sheet No. 361: Effective

Superseding: First Revised Sheet No. 361

GENERAL TERMS AND CONDITIONS (Continued)

40. GAS TECHNOLOGY INSTITUTE GENERAL RESEARCH, DEVELOPMENT AND DEMONSTRATION FUNDING UNIT ADJUSTMENT PROVISION (Continued)

The GTI general RD&D funding unit adjustment surcharge(s) shall be effective on the applicable adjustment date provided in Subsection 40.4 hereof without suspension, reduction or refund obligations.

- 40.4 Adjustment date: The adjustment date under this Section 40 shall be the date permitted by the FERC. On and after the adjustment date, Transporter shall, in accordance with the pro visions of this Section 40, increase or decrease the rate(s) applicable to each affected Rate Schedule so as to include the approved GTI general RD&D funding unit adjustment(s) to be collected during the period preceding the next adjustment date.
- 40.5 Applicability: References in this Section 40 to the applicable Rate Schedules subject to the GTI general RD&D funding unit adjustment(s) shall include all applicable transportation services provided by Transporter at rates identified on Sheet Nos. 15, 16, 18, and 21 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Sheet No. 11B of Original Volume No. 2.
- 40.6 Time and manner of filing and related reports: Transporter shall file the initial GTI funding adjustment(s) and subsequent changes in such adjustment(s) at least thirty (30) days prior to the proposed effective date by means of revised tariff sheets identified in Subsection 40.5 hereof. Such filing shall identify the amount of said adjustment(s) (i.e., the GTI general RD&D funding unit(s), as approved by the FERC) and the resulting currently effective tariff rates under each applicable Rate Schedule. Such filing shall be posted as defined by the FERC and shall be served upon each of Transporter's affected Shippers under Rate Schedules contained in Transporter's FERC Gas Tariff, Second Revised Volume No. 1 and Original Volume No. 2, and upon interested State regulatory agencies.
- 40.7 Disposition of GTI funding adjustment surcharge and contributory revenues: Transporter shall remit to GTI the total revenues resulting from both the funding unit adjustment(s) provided by this Section 40 and any voluntary funding contributed by its Shippers within fifteen (15) days following the receipt thereof from Transporter's affected Shippers.

FERC Docket: RP98-253-000

Third Revised Sheet No. 362 Third Revised Sheet No. 362: Effective

Superseding: Second Revised Sheet No. 362

GENERAL TERMS AND CONDITIONS (Continued)

41. FERC ANNUAL CHARGE ADJUSTMENT PROVISION

- 41.1 Purpose: Pursuant to Section 3401 of the Omnibus Budget Reconciliation Act of 1986, the FERC instituted a program of assessing annual charges to facilitate recovery of FERC costs incurred each fiscal year. Pursuant to 154.402 of the FERC's Regulations, Transporter intends to recover the charges assessed by the FERC through this Annual Charge Adjustment (ACA) provision and not through an NGA Section 4(e) rate filing. This Section 41 provides for a surcharge applicable to the deliveries of transported gas made by Transporter (excluding deliveries to storage as an intermediate delivery point), under the Rate Schedules identified in Subsection 41.5.
- 41.2 Applicability: This Section 41 establishes Transporter's ACA to be assessed Shippers receiving applicable services rendered under the Rate Schedules identified in Subsection 41.5 hereof. This Section 41 also specifies the procedures to be utilized in changing the ACA under each such applicable Rate Schedule in order to reflect a change in the FERC authorized ACA unit surcharge.
- 41.3 The Annual Charge Adjustment: The rates charged under each of the Rate Schedules applicable hereunder as identified in Subsection 41.5 hereof shall be surcharged for the ACA. Such surcharge shall be that ACA unit charge amount authorized from time to time by the FERC for such purposes. The ACA surcharge shall be effective on the applicable adjustment date provided in Subsection 41.4 hereof without suspension, reduction or refund obligations.
- 41.4 Adjustment date: The adjustment date under this Section 41 shall be the date permitted by the FERC. On and after the adjustment date, Transporter shall, in accordance with the provisions of this Section 41, increase or decrease the surcharge applicable to each affected Rate Schedule so as to include the approved ACA to be collected during the period preceding the next adjustment date.

FERC Docket: RP00-107-010

Fourth Revised Sheet No. 363 Fourth Revised Sheet No. 363: Effective

Superseding: Third Revised Sheet No. 363

GENERAL TERMS AND CONDITIONS (Continued)

- 41. FERC ANNUAL CHARGE ADJUSTMENT PROVISION (Continued)
 - 41.5 Applicable funding services: References in this Section 41 to the applicable Rate Schedules subject to the ACA shall include all transportation services provided by Transporter at rates identified on Sheet Nos. 15, 18, 21, and 724 of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
 - 41.6 Time and manner of filing and related reports: Transporter shall file the initial ACA and subsequent changes in such adjustment at least thirty (30) days prior to the proposed effective date by means of revised tariff sheets identified in Subsection 41.5 hereof. Such filing shall identify the amount of said adjustment (i.e., ACA as approved by the FERC) and the effective tariff rates under each applicable Rate Schedule. Such filing shall be posted as defined by the FERC and shall be served upon each of Transporter's affected Shippers served under the Rate Schedules identified in Subsection 41.5, and upon interested State regulatory agencies.
- 42. INCONSISTENCIES

In the event of any inconsistencies among these General Terms and Conditions, the Rate Schedules contained in this Tariff and the executed Service Agreement(s) under such Rate Schedules, the provisions of the Rate Schedule shall govern when there is an inconsistency between the General Terms and Conditions and the Rate Schedule and the Service Agreement shall govern when there is an inconsistency between the Rate Schedule and the Service Agreement.

43. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE AGREEMENTS

These General Terms and Conditions are incorporated in and are made a part of Transporter's Rate Schedules contained in this Tariff and any Service Agreement(s) entered into pursuant to such Rate Schedules.

- 44. ALLOCATION OF CAPACITY TO CONVERTING SALES CUSTOMERS
 - 44.1 Converting sales customers must elect the type and mix of restructured services they deem necessary to duplicate their level of sales service at the time this Tariff becomes

FERC Docket: RS92- 13-004

Original Sheet No. 364 original Sheet No. 364: Effective

GENERAL TERMS AND CONDITIONS (Continued)

44. ALLOCATION OF CAPACITY TO CONVERTING SALES CUSTOMERS (Continued)

effective pursuant to Order Nos. 636, et seq. The MDDQ and ADQ applicable to such transportation service shall be the same as the capacity previously reserved to provide the bundled sales service in effect the day before the effectiveness of this Tariff (i.e. sales MDQ's and AEQ's). In converting existing Rate Schedule G-1 or SGS-1 MDQ's and AEQ's to restructured transportation services converting sales customers may request the use of available receipt point(s) at any place on Transporter's system. Converting sales customers shall also contract for gathering and, if they desire, storage services pursuant to the terms of this Tariff.

- 44.1.1 Firm gathering system capacity previously used by Transporter to provide bundled sales service will be assigned to converting sales customers based on the converting sales customers' sales MDQ's in effect on May 18, 1992. Converting sales customers shall be allowed to trade the initially assigned firm field specific gathering capacity among themselves.
- 44.1.2 After receipt of the requests as described above, Transporter will analyze the requested transportation services in the context of the operation of its entire system and determine its ability to provide the requested services. All relevant factors will be used in this analysis including, but not limited to, whether a requested transfer between subsystems can be accommodated and whether sufficient capacity exists at specific receipt points and in the relevant contract path. Should Transporter determine that the totality of the requested services cannot be accommodated, capacity will be allocated on a pro rata basis among the requesting converting sales customers and/or alternatives will be suggested for the converting sales customers' consideration. This process will continue until such time as the converting sales customers' entire sales service has been converted to firm transportation service.
- 44.2 In no event will the firm transportation and/or firm gathering services provided to firm service Shipper(s) existing as of the

FERC Docket: RP09-568-000

Third Revised Sheet No. 365 Third Revised Sheet No. 365

Superseding: Second Revised Sheet No. 365

GENERAL TERMS AND CONDITIONS (Continued)

44. ALLOCATION OF CAPACITY TO CONVERTING SALES CUSTOMERS (Continued)

effective date of this Tariff be disrupted or changed as a result of the conversion by sales customers to restructured services.

- 44.3 Following selection of service by converting sales customers, all remaining transportation, gathering and storage capacity will be made available to any party through the operation of Section 10 of these General Terms and Conditions.
- 44.4 Transporter shall charge rates for gathering services within the range delineated by the minimum and maximum rates specified on Sheet Nos. 15A and 18A of this Tariff on a non-discriminatory basis in accordance with the applicable General Terms and Conditions of this FERC Gas Tariff, Second Revised Volume No. 1 and executed non-jurisdictional gathering agreements. Such minimum and maximum rates shall not be applicable where Transporter and Gathering Shipper, upon mutual agreement, execute a non-jurisdictional gathering agreement at a negotiated rate pursuant to Section 52 of the General Terms and Conditions of this Tariff.

FERC Docket: RP00-180-000

Third Revised Sheet No. 366 Third Revised Sheet No. 366 : Effective Superseding: Second Revised Sheet No. 366

SHEET NO. 366

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

FERC Docket: RP00-180-000

Third Revised Sheet No. 367 Third Revised Sheet No. 367 : Effective Superseding: Second Revised Sheet No. 367

SHEET NO. 367

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

FERC Docket: RP06-344-000

Fourth Revised Sheet No. 368 Fourth Revised Sheet No. 368: Effective

Superseding: Third Revised Sheet No. 368

GENERAL TERMS AND CONDITIONS (Continued)

46. LATERAL PIPELINE POLICY

- 46.1 Transporter will build, acquire and/or install service lateral pipelines, taps and/or metering facilities necessary to provide transportation service to any new or existing Shipper and/or Point Operator, provided:
 - 46.1.1 Transporter determines in its sole discretion it has sufficient unutilized mainline transportation capacity to provide the service requested without impairing the operational integrity of its system, or Transporter has obtained certificate authorizations to expand its mainline capacity by an amount sufficient to allow Transporter to provide the requested service; and

FERC Docket: RP09-506-000

Fourth Revised Sheet No. 369 Fourth Revised Sheet No. 369

Superseding: Third Revised Sheet No. 369

GENERAL TERMS AND CONDITIONS (Continued)

46. LATERAL PIPELINE POLICY (Continued)

- 46.1.2 Transporter has or obtains any certificate authorizations necessary to build, acquire and/or install the service lateral pipeline(s), tap(s) and/or metering facilities; and
- 46.1.3 Shipper(s) or Point Operator, as applicable, agree in writing to reimburse or compensate Transporter for 100% of Transporter's construction, acquisition and/or installation costs (including any associated tax effects) through one or a combination of the following payment methods:
 - 46.1.3.1 Payment of an up-front contribution in aid of construction prior to the commencement of construction, acquisition and/or installation; and/or
 - 46.1.3.2 Payment of a separately stated reservation charge for the new facilities under a firm transportation contract for the use of these facilities; and/or
 - 46.1.3.3 Payment of reservation charges for a new and/or incremental quantity of mainline firm transportation service; and/or
 - 46.1.3.4 Payment through any mutually agreeable method.
- 46.2 Shippers choosing payment methods described in Subsections 46.1.3.2 and/or 46.1.3.3 shall be required to enter into new or incremental firm transportation contracts for sufficient entitlement and duration to produce an incremental net revenue stream providing a present value equal to or greater than Transporter's construction, acquisition, and/or installation costs (including any associated tax effects). Shipper shall be required to demonstrate creditworthiness as specified in Subsection 7.7 of this Tariff, to support said firm transportation contracts.
- 46.3 For the purposes of this Section 46, Transporter's construction, acquisition, and/or installation costs shall include, but shall not be limited to: Transporter's design costs, equipment costs, labor costs, material costs,

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-253-000

Third Revised Sheet No. 370 Third Revised Sheet No. 370: Effective

Superseding: Second Revised Sheet No. 370

GENERAL TERMS AND CONDITIONS (Continued)

46. LATERAL PIPELINE POLICY (Continued)

supervision costs, construction financing costs, taxes (whether income or otherwise), filing fees, right-of-way costs and permitting costs. Nothing in this Section 46 shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act.

46.4 Nothing in this Section 46 shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Finally, nothing in this Section 46 shall require Transporter to build any facilities, the construction or operation of which would subject Transporter to the jurisdiction of any state regulatory agency. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the FERC instituted under Section 7 of the Natural Gas Act.

FERC Docket: RP10-1227-000

Twelfth Revised Sheet No. 371 Twelfth Revised Sheet No. 371

Superseding: Eleventh Revised Sheet No. 371

GENERAL TERMS AND CONDITIONS (Continued)

47. NAESB DEFINITIONS, STANDARDS AND DATA DICTIONARY STANDARDS ADOPTED BY REFERENCE

Williston Basin incorporates by reference the following NAESB WGQ Version 1.9 Definitions, Standards, and Data Dictionary Standards (as incorporated by reference in Order No. 587-U issued March 24, 2010 in Docket Nos. RM96-1-030 and RM96-1-036):

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47.1
        Additional Standards:
General:
         Standards:
         0.3.1, 0.3.2, 0.3.16, 0.3.17
Creditworthiness:
         Standards:
         0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10
Gas/Electric Operational Communications:
         Definitions:
         0.2.1, 0.2.2, 0.2.3
         Standards:
         0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15
Storage Information:
         Data Sets:
         0.4.1
47.2 Nominations Related Standards:
         Definitions:
         1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14. 1.2.15, 1.2.16, 1.2.17, 1.2.18,
         1.2.19
         Standards:
         1.3.2(vi), 1.3.6, 1.3.7, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.22(iv), 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,
         1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36,
         1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54,
         1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62,
         1.3.63, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80
         Data Sets:
         1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7
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FERC Docket: RP10-1227-000

Fifth Revised Sheet No. 371A Fifth Revised Sheet No. 371A

Superseding: Fourth Revised Sheet No. 371A

GENERAL TERMS AND CONDITIONS (Continued)

47. NAESB DEFINITIONS, STANDARDS AND DATA DICTIONARY STANDARDS ADOPTED BY REFERENCE (continued)

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Flowing Gas Related Standards:
        Definitions:
        2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5
        Standards:
        2.3.1, 2.3.2, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.15, 2.3.20,
        2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.35, 2.3.41, 2.3.42, 2.3.43, 2.3.45,
        2.3.46, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63,
        2.3.64, 2.3.65
        Data Sets:
        2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9,
        2.4.10, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.15, 2.4.16, 2.4.17,
        2.4.18
47.4
       Invoicing Related Standards:
        Standards:
        3.3.1, 3.3.2, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.20, 3.3.21, 3.3.22, 3.3.23,
        3.3.24, 3.3.25, 3.3.26
        Data Sets:
        3.4.1, 3.4.2, 3.4.3, 3.4.4
47.5
       Quadrant Electronic Delivery Mechanism Related Standards:
        Definitions:
        4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9,
        4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17,
        4.2.18, 4.2.19, 4.2.20
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Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9,
4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17,
4.2.18, 4.2.19, 4.2.20
Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20,
4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29,
4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38,
4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46,
4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54,
4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62,
4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74,
4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83,
4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92,
4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99

FERC Docket: RP10-1227-000

Ninth Revised Sheet No. 372 Ninth Revised Sheet No. 372

Superseding: Eighth Revised Sheet No. 372

GENERAL TERMS AND CONDITIONS (Continued)

47. NAESB DEFINITIONS, STANDARDS AND DATA DICTIONARY STANDARDS ADOPTED BY REFERENCE (Continued)

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47.6 Capacity Release Standards:
    Definitions:
    5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5
    Standards:
    5.3.3, 5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.18, 5.3.19, 5.3.20,
    5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31,
    5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39,
    5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.3.44, 5.3.46, 5.3.47, 5.3.48,
    5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.55, 5.3.56, 5.3.57, 5.3.58,
    5.3.67, 5.3.68, 5.3.69
    Data Sets:
    5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9,
    5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17,
    5.4.18, 5.4.19, 5.4.20, 5.4.21, 5.4.22, 5.4.23
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47.7 Internet Electronic Transport Related Standards:
 Definitions:
 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38
 Standards:
 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, 10.3.25, 10.3.26, 10.3.27

FERC Docket: RP09-506-000

Tenth Revised Sheet No. 373 Tenth Revised Sheet No. 373

Superseding: Ninth Revised Sheet No. 373

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE

- 48.1 Availability: Pooling is available on the basis set forth herein for the aggregation of gas from a receipt point(s) to a single logical pooling point on Transporter's system, and/or the disaggregation of gas from a single logical pooling point on Transporter's system to a delivery point(s).
 - 48.1.1 A Pooling Party(ies) is not required to be a Shipper on Transporter's system and/or hold an executed transportation Service Agreement with Transporter to utilize the pooling service set forth herein. A Pooling Party(ies) is required to submit a Pooling Request Form provided on Transporter's Website under Other Information via an electronic communication mechanism, facsimile, mail or hand delivery.
 - 48.1.2 For a Pooling Party(ies) who is not a Shipper, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 16, 18, 23, 25, 26, 27, 29, 35 and 47 of these General Terms and Conditions will apply, as applicable. In those instances, the term "Shipper" will be synonymous with "Pooling Party" and the Pooling Party will be subject to the applicable Tariff provisions.
- 48.2 Applicability and Character of Service: Pooling service hereunder shall apply to all natural gas nominated to a designated pool, as described in Subsection 48.2.1 herein, for aggregation and/or disaggregation. A point identification number (Point ID No.) shall be assigned to each designated pool for purposes of nominations to and/or from each pool. All receipt points associated with a designated pool (associated receipt points) are listed on the Pooling Point link provided via Transporter's Website.
 - 48.2.1 Eleven production area pools and one storage pool have been established for the aggregation and/or disaggregation of natural gas receipts:
 - 48.2.1.1 $\,$ Bowdoin Pool (Point ID No. 06000) contains the associated receipt points on Line Section 8.

FERC Docket: RP09-223-000

Eighteenth Revised Sheet No. 374 Eighteenth Revised Sheet No. 374

Superseding: Seventeenth Revised Sheet No. 374

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

48.2.1.2 MonDak Pool (Point ID No. 06010) - contains the associated receipt points on Line Section 6.

48.2.1.3 Can-Am Pool (Point ID No. 06020) - contains the associated receipt points on Line Sections 7 and 25.

 $48.2.1.4~\rm Mid\mbox{-}Dakota\mbox{ Pool (Point ID No. 06030)}$ - contains the associated receipt points on Line Section 2.

48.2.1.5 Teddy Roosevelt Pool (Point ID No. 06040) - contains the associated receipt point on Line Section 1.

48.2.1.6 Wind River Pool (Point ID No. 06050) - contains the associated receipt points on Line Section 19.

FERC Docket: RP09-223-000

Eighteenth Revised Sheet No. 375 Eighteenth Revised Sheet No. 375

Superseding: Seventeenth Revised Sheet No. 375

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

48.2.1.7 Big Horn Pool (Point ID No. 06060) - contains the associated receipt points on Line Sections 17, 18, 20, 21, and 22.

48.2.1.8 Cedar Creek Pool (Point ID No. 06070) - contains the associated receipt points on Line Sections 5, 11 and 12.

 $48.2.1.9\,$ Billy Creek Pool (Point ID No. 06080) - contains the associated receipt point on Line Section 23.

FERC Docket: RP09-223-000

Fifteenth Revised Sheet No. 376 Fifteenth Revised Sheet No. 376

Superseding: Fourteenth Revised Sheet No. 376

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

48.2.1.10 $\,$ Powder River Pool (Point ID No. 06090) - contains the associated receipt points on Line Sections 13 and 14.

 $48.2.1.11\,$ WBI Storage Pool (Point ID No. 06100) - contains the associated receipt points for WBI Aggregate Storage.

48.2.1.12 Grasslands Pool (Point ID No. 06110) - contains the associated receipt points on Line Section 26.

- 48.2.2 The pool boundaries are reflected on Transporter's system maps provided on Sheet Nos. 5-11 of this Tariff. Proposed changes to the pool boundaries will be submitted to the FERC at least 30 days prior to such changes being implemented.
- 48.2.3 The associated receipt points, as listed on the Pooling Point link provided via Transporter's Interactive Website, will be updated as needed to reflect the addition of a new receipt point(s) and/or the abandonment of an existing receipt point(s) within the pool boundaries.

FERC Docket: RP08-404-000

Original Sheet No. 376A Original Sheet No. 376A

GENERAL TERMS AND CONDITIONS (Continued)

48.3 Nomination Procedures: Nominations for pooling service hereunder shall be in accordance with Section 9 of these General Terms and Conditions. The Pooling Party shall be assigned a Pooling Party ID No. to be used for purposes of submitting nominations. Transporter will provide a listing of the Pooling Party(ies) via an electronic communication mechanism.

FERC Docket: RP09-223-000

Second Revised Sheet No. 377 Second Revised Sheet No. 377

Superseding: First Revised Sheet No. 377

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

- 48.3.1 A Pooling Party may nominate from associated receipt points, in Subsection 48.2.1, or from receipt points not associated with a designated pool (non-associated receipt point(s)) for delivery to the pool. For associated receipt points, the Pooling Party shall nominate from the receipt point(s) to the designated pool without an executed transportation Service Agreement. For non-associated receipt points, the Pooling Party shall nominate from the receipt point(s) to a designated pool utilizing an executed transportation Service Agreement.
 - 48.3.1.1 The Pooling Party shall, at the time of nomination to a designated pool, identify each downstream executed transportation Service Agreement. A Pooling Party may have multiple packages of gas from a receipt point(s), provided the nominations to the designated pool contain the associated downstream executed transportation Service Agreement for each package of gas to be nominated from the pool.
 - 48.3.1.2 Pooling Party(ies) nominating from more than one receipt point to a designated pool may provide rankings and quantities associated with each downstream executed transportation Service Agreement to be utilized for purposes of allocating receipt(s) each day at each receipt point based upon the scheduled nomination(s). In the event no rankings and quantities are provided, Transporter will allocate the scheduled receipt point volumes on a pro rata basis.
- 48.3.2 Nominations for transportation of gas from a designated pool to a delivery point(s) shall be made under an executed transportation Service Agreement. Shipper shall, at the time of nomination from a designated pool, provide the Pooling Party ID No. of the Pooling Party from which the gas is being received. Shippers nominating from the pool to more than one delivery point may provide rankings and quantities to be utilized for purposes of allocating delivery(ies) each day at each delivery point based upon the scheduled nomination(s). In the event no rankings and quantities are provided, Transporter will allocate the scheduled delivery point volumes on a pro rata basis.

Effective Date: 01/01/1999 Status: Effective

FERC Docket: RP98-104-004

First Revised Sheet No. 378 First Revised Sheet No. 378: Effective

Superseding: Sheet No. 378

GENERAL TERMS AND CONDITIONS (Continued)

- 48. POOLING SERVICE (Continued)
 - 48.3.3 Nominations to and from a designated pool must balance daily. If volumes nominated by receipt point for aggregation in a designated pool each day do not match volumes scheduled and confirmed for delivery that day from the pool, Transporter shall schedule the lower volume.
 - 48.3.4 Nominations between pooling areas are not permitted except as provided in Subsection 48.3.1 herein. Transfers between Pooling Parties are not permitted.
 - 48.4 Scheduling and Interruption Priority of Service: For purposes of scheduling and interruption, the firm capacity rights of each pool shall be based on the associated receipt point MDRQ's of the downstream executed transportation Service Agreement(s), each as adjusted pursuant to the CAP.
 - 48.4.1 Scheduling and interruption priorities for transportation from an associated receipt point(s) to the designated pool shall be based on the downstream executed transportation Service Agreement used to deliver gas from the pool to the ultimate delivery point(s) in accordance with the priority of service listing in Subsections 9.20 and 9.21 of these General Terms and Conditions.
 - 48.4.2 Scheduling and interruption priorities for transportation from a non-associated receipt point(s) to a designated pool shall be based on the executed transportation Service Agreement used to deliver gas to the designated pool in accordance with the priority of service listing in Subsections 9.20 and 9.21 of these General Terms and Conditions.
 - 48.4.3 Scheduling and interruption priorities for transportation from a designated pool to the ultimate delivery point(s) shall be based on the executed transportation Service Agreement used to deliver gas from such pool to the ultimate delivery point(s) in accordance with the priority of service listing in Subsections 9.20 and 9.21 of these General Terms and Conditions.

Effective Date: 01/01/1999 Status: Effective

FERC Docket: RP98-104-004

First Revised Sheet No. 379 First Revised Sheet No. 379: Effective

Superseding: Sheet No. 379

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

- 48.4.3.1 Scheduling and interruption priorities of gas received from the WBI Storage Pool shall be based on the executed storage Service Agreement(s) utilized to withdraw gas from storage in instances of storage withdrawal capacity constraints and on the executed transportation Service Agreement(s) used to deliver gas from the pool to the ultimate delivery points(s) in instances of pipeline capacity constraints, in accordance with the priority of service listings in Subsections 9.22, 9.23 and 9.20, 9.21 of these General Terms and Conditions, as applicable.
- 48.4.4 Scheduling and interruption priorities for the transportation of gas that is pooled are the same as that for the transportation of gas that is not pooled.
- 48.5 Variances and Imbalances: No nomination variances or imbalances shall be created at any pool.
 - 48.5.1 Nomination variances shall be calculated under the downstream executed transportation Service Agreement and shall be deemed to have been created at the physical receipt and/or delivery point(s), as applicable, pursuant to the procedures set forth in Section 15 of these General Terms and Conditions.
 - 48.5.2 Imbalances shall be calculated and cleared under the downstream executed transportation Service Agreement pursuant to the procedures set forth in Section 15 of these General Terms and Conditions.
- 48.6 Transportation Service Charges: There will be no transportation service charges assessed for transportation of gas from an associated receipt point(s) to a designated pool. Transportation of gas from a non-associated receipt point(s) to a designated pool and/or from a pool to the ultimate delivery point(s) shall be assessed the applicable transportation service charges set forth in the executed Service Agreement under which the gas was transported.

FERC Docket: RP02-483-000

Second Revised Sheet No. 380 Second Revised Sheet No. 380: Effective

Superseding: First Revised Sheet No. 380

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

- 48.7 Indemnification: Pooling Party agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including costs and attorney's fees occurring in connection with or relating in any way to the pooling service being offered herein, whether or not such liability, loss or damage results from any demand, claim, action, cause of action, or suit brought by Pooling Party or by any other person, association or entity, public or private.
- 48.8 Title Transfer Tracking: At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking (TTT) services at all points identified by Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location.
- 48.9 A Title Transfer Tracking Service Provider (TTTSP) is required to submit a TTT Request Form as set forth in Subsection 48.10 of these General Terms and Conditions via an acceptable electronic communication mechanism, facsimile, mail or hand delivery.

FERC Docket: RP02-483-000

Original Sheet No. 380A Original Sheet No. 380A: Effective

GENERAL TERMS AND CONDITIONS (Continued)

48. POOLING SERVICE (Continued)

48.10 TTT Request Form

The following TTT Request Form, consisting of two pages, must be completed in full by any TTTSP desiring to provide TTT services to Pooling Party(s) and Shipper(s). Incomplete requests will not be accepted.

TTT Request Form

This document is to inform Williston Basin Interstate Pipeline Company ("Transporter") that _______ Title Transfer Tracking Service Provider ("TTTSP") desires to provide Title Transfer Tracking (TTT) services to Pooling Party(s) and Shipper(s) at Transporter's currently effective Pooling Points.

TTTSP states that it is willing to provide TTT services to Transporter's Pooling Party(s) and Shipper(s) and confirm nominations with Transporter in accordance with the timelines and provisions of Section 9 of these General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective	Date:	 	
Name:			
Company:			
Address:			
Telephone -	No:		
Facsimile	No:		
Email Addı	ress:		
DUNS No:			

Pursuant to this request, TTTSP shall be assigned a TTT ID No. to be used by Pooling Party and Shipper to submit nominations. The TTTSP is responsible for ensuring the total quantities of gas nominated into and out of any pools balance daily. On any day total quantities of gas nominated into and out of such pools does not balance, Transporter will not allow the TTT service requested to take place.

TTTSP recognizes and agrees that it continues to be bound by all applicable provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as may be in effect at such time.

Effective Date: 10/01/2002 Status: Effective FERC Docket: RP02-483-000 Original Sheet No. 380B Original Sheet No. 380B : Effective

GENERAL TERMS AND CONDITIONS (Continued) 48. POOLING SERVICE (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this request. Transporter

Ву _____ Ву_____ (Print or type name) (Print or type name)

(Print or type title) (Print or type title)

TTT ID No. (to be assigned by Transporter):

FERC Docket: RP04-410-000

Third Revised Sheet No. 381 Third Revised Sheet No. 381: Effective

Superseding: Second Revised Sheet No. 381

GENERAL TERMS AND CONDITIONS (Continued)

49. NOMINATION AGGREGATION SERVICE

- 49.1 For purposes of this Section 49, the term "nomination aggregation" means the aggregation of nominations from multiple physical receipt points to a single nomination aggregation point (nomination aggregation point) on Transporter's system, and the disaggregation of such receipt nominations from the nomination aggregation point to multiple physical delivery points.
- 49.2 Availability: In order to reduce the number of nominations a Shipper is required to make under Section 9 of these General Terms and Conditions, Transporter will provide a Nomination Aggregation Service on the basis set forth herein and subject to all other terms and conditions of this Tariff and Shipper's executed Service Agreement under Transporter's Rate Schedule FT-1 or IT-1. The Nomination Aggregation Service shall only be available on a single Service Agreement basis and shall not be offered among different Rate Schedules or Service Agreements. The following volumes of gas shall not be eligible for Nomination Aggregation Service:
 - 49.2.1 $\,$ Volumes received from Transporter's aggregate storage fields.
 - 49.2.2 Volumes which have been granted a discount rate due to a specific receipt/delivery point combination.
 - 49.2.3 Volumes pooled under Transporter's Pooling Service, as defined in Section 48 of these General Terms and Conditions.
 - 49.2.4 Volumes nominated from any alternate receipt point under executed Rate Schedule FT-1 Service Agreements.
- 49.3 Nomination, Scheduling and Interruption Procedures: Nomination Aggregation Service provided hereunder shall be in accordance with Section 9 of the General Terms and Conditions of this Tariff. Each Shipper's nominations to and from the nomination aggregation point must balance daily. If volumes nominated by receipt point to the nomination aggregation point each day do not match volumes scheduled and confirmed for delivery that day from the nomination aggregation point, Transporter shall schedule the lower volume. Scheduling and interruption priorities shall be based on the transportation

FERC Docket: RP04-410-000

Second Revised Sheet No. 382 Second Revised Sheet No. 382: Effective

Superseding: First Revised Sheet No. 382

GENERAL TERMS AND CONDITIONS (Continued)

49. NOMINATION AGGREGATION SERVICE (Continued)

Service Agreement and shall be in accordance with Subsections 9.20 and 9.21 of these General Terms and Conditions. Shipper(s) requesting Nomination Aggregation Service may provide to Transporter, with Shipper's daily nominations under this Nomination Aggregation Service, rankings and quantities for each receipt/delivery point for allocation and/or interruption purposes. In the absence of such rankings and quantities, Shipper's actual receipt(s) and/or delivery(ies) at each applicable receipt/delivery point under this Nomination Aggregation Service shall be allocated by Transporter on a pro rata basis among all receipts and/or deliveries scheduled for such Shipper at each point under this Nomination Aggregation Service.

- 49.4 Variances and Imbalances: No nomination variance imbalance shall be created at the nomination aggregation point. Any nomination variance shall be deemed to have been created at the physical receipt and/or delivery point(s), as applicable, pursuant to the procedures set forth in Section 15 of these General Terms and Conditions. Any imbalance shall be calculated and cleared under the applicable transportation Service Agreement pursuant to the procedures set forth in Section 15 of these General Terms and Conditions.
- 49.5 Nomination Aggregation Point: A nomination aggregation point, Point ID No. 00008, has been established for the aggregation and/or disaggregation of receipts and deliveries pursuant to the terms of this Section 49. Such nomination aggregation point shall be designated on the Shipper's executed transportation Service Agreement prior to the timely nomination deadline specified in Subsection 9.1 of these General Terms and Conditions.

FERC Docket: RP04-331-000

Second Revised Sheet No. 383 Second Revised Sheet No. 383: Effective

Superseding: First Revised Sheet No. 383

GENERAL TERMS AND CONDITIONS (Continued)

50. SEGMENTATION OF CAPACITY

To the extent operationally feasible, any shipper receiving firm transportation service under Rate Schedule FT-1 may segment its capacity at telemetered points of receipt and delivery pursuant to the provisions of this section.

- 50.1 Segmentation shall be accomplished on Transporter's system by submitting a Segmentation Request Form, as provided in Subsection 50.8 of these General Terms and Conditions, specifying the desired segmentation point(s) of receipt and delivery. Segmentation requests shall be submitted to Transporter by Shipper via facsimile or other acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions, no less than five (5) business days prior to the day on which Shipper desires such segmentation to be effective.
- 50.2 Transporter shall grant a segmentation request if the prerequisites for segmentation listed in Subsection 50.4 are met. If the segmentation request involves the release of capacity, the requirements in Section 17 of these General Terms and Conditions shall also apply.
- 50.3 After approval, the ability to segment on Transporter's system shall be suspended, reduced or terminated only under the following circumstances:
 - 50.3.1 Existence of a critical situation requiring an Operational Flow Order (OFO), as more fully described in Section 16 of these General Terms and Conditions, affecting the segmented transaction. The suspension period shall be for the term of the OFO
 - 50.3.2 An operational or contractual change on the system that would impair the ability of Transporter to continue the segmented transaction.
 - 50.3.3 A request for uncommitted capacity that would utilize that portion(s) of the system utilized in the segmented transaction. In the event of a request for uncommitted capacity, Transporter shall provide the Shipper using the segmented capacity no less than a one (1) business day notice in advance of suspension, reduction or termination of segmentation.

FERC Docket: RP03-608-000

First Revised Sheet No. 384 First Revised Sheet No. 384 : Effective

Superseding: Original Sheet No. 384

GENERAL TERMS AND CONDITIONS (Continued)

50. SEGMENTATION OF CAPACITY (Continued)

- 50.3.4 A new request(s) for segmentation that would utilize that portion(s) of the system utilized in the segmented transaction. In the event of a new request(s) for segmentation, Transporter shall review the existing Shipper's use of the segmented capacity. If during the previous thirty (30) days, the Shipper has not fully utilized its segmented capacity, such segmented capacity shall be reduced to the highest daily usage during that period and the remaining capacity shall be assigned to the new segmentation request(s) in the order such request(s) are received. Transporter shall provide the Shipper no less than one (1) business day notice that the segmented capacity shall be reduced.
- 50.4 To maintain system integrity, Transporter has established the following prerequisites for segmentation to ensure Transporter can provide segmentation without detriment to any Shipper's firm transportation service.
 - 50.4.1 Both the physical point of receipt and the physical point of delivery on each request for segmentation must be at or between Shipper's currently effective primary points of receipt and delivery as designated on Shipper's Firm Transportation Service Agreement.
 - 50.4.2 Segmentation capacity may not exceed Shipper's primary capacity on any individual segment.
 - 50.4.3 Segmentation shall be permitted only in the currently effective single-direction of flow, from the primary point of receipt to the primary point of delivery as provided in the Shipper's Firm Transportation Service Agreement.
 - 50.4.4 Segmentation shall be subject to the availability of firm capacity at the requested point(s) of receipt and delivery.
 - 50.4.5 Segmentation shall not adversely impact the direction of gas flow across the various line sections, subsystems, and/or constraint points of Transporter's transmission system.
 - 50.4.6 Segmentation shall not adversely impact Transporter's storage operations.

FERC Docket: RP00-463-004

Original Sheet No. 385 Original Sheet No. 385: Effective

GENERAL TERMS AND CONDITIONS (Continued)

- 50. SEGMENTATION OF CAPACITY (Continued)
 - 50.5 Segmentation transactions shall be scheduled in accordance with Section 9 of these General Terms and Conditions.
 - 50.6 Changes to a currently effective primary receipt and/or delivery point(s) will make null and void any previously approved segmentation associated with such points. Therefore, with any subsequent revision(s) to a Shipper's currently effective primary receipt and/or delivery point(s), or any request for uncommitted capacity, Shipper may also concurrently submit a new Segmentation Request Form associated with such revision or request.
 - 50.7 Transporter reserves the right at any time to suspend or restrict segmentation when, in Transporter's sole discretion, such segmentation would result in a degradation of service or pose a threat to the integrity of Transporter's system.

Effective Date: 11/01/2002 Status: Effective
FERC Docket: RP00-463-004

Original Sheet No. 386 original Sheet No. 386: Effective

GENERAL TERMS AND CONDITIONS (Continued)

50.8	Segmentation Request	Form				
FROM:	Name: Company: Telephone No.: Facsimile No.: Email Address:					
TO:	Williston Basin Interstate Pipeline Company Attention: Contracts Facsimile No: (701) 530-1698					
1) Shi	pper requests the follow	owing Segmentation of Service	:			
Effect Termin	cortation Contract No. Live Date of Segmentation ation Date of Segmentation Efferent than contract	on: tion:				
Primar Point	# Description	Primary Delivery Point Point # Description	MDDQ (eqv. dkt/d)			
Segmer Point	# Description	Segmented Delivery Point Point # Description	MDDQ * (eqv. dkt/d)			
MDDQ f		al must be equal to or less t and/or delivery point(s) on				
	l you accept approval ory point combinations:	of individually segmented rec []Yes []No	eipt and			
		antities: []Yes []No above by Transporter denoted	by an X.			
Requested by:		Date:	Date:			
Title:						
Confirmation of segmented request by Transporter:						
Ву:		Date:	Date:			

FERC Docket: RP07-77-000

First Revised Sheet No. 387 First Revised Sheet No. 387 : Effective

Superseding: Original Sheet No. 387

GENERAL TERMS AND CONDITIONS (Continued)

51. NEGOTIATED RATES (Continued)

- 51.1 Purpose: This Section 51 allows Transporter and Shipper to negotiate a rate for service under the applicable Rate Schedules contained in this Tariff. The rate or rates to be charged may be negotiated in form and/or level from the maximum-to-minimum ranges set forth on the Notice of Currently Effective Rates of this Tariff.
- 51.2 Conditions: Implementation of a negotiated rate shall be subject to the following conditions:
 - 51.2.1 Transporter may, at its option, require that Shippers making negotiated rate bids or negotiated rate requests for any available capacity first have an executed Part 284 Service Agreement prior to implementing negotiated rates. Transporter and any Shipper using capacity acquired under a capacity-release arrangement, may mutually agree to convert that Service Agreement to a Service Agreement subject to negotiated rates.
 - 51.2.2 Shipper had access to the Recourse Rate at the time of the execution of the Service Agreement implementing negotiated rates. The Recourse Rate will not be available to either party during the term of a negotiated rate Service Agreement except upon mutual agreement.
 - 51.2.3 Transporter has filed either the applicable Service Agreement or a tariff sheet advising the FERC of such agreement. The numbered tariff sheet will state the exact legal name of the Shipper, the negotiated rate, other applicable charges, the receipt and delivery points, the volume of gas to be transported and the applicable Rate Schedule for service provided at a negotiated rate. The tariff sheet will include a statement affirming that the applicable Service Agreement does not deviate in any material aspect from the Form of Service Agreement in this Tariff. A negotiated rate shipper may amend primary receipt and delivery points pursuant to Section 12.5 of these General Terms and Conditions. All such primary receipt and delivery points are posted on Transporter's Interactive Website daily and will not necessitate the refiling of the applicable Service Agreement or tariff sheet with the FERC.
 - 51.2.4 A negotiated rate shipper is additionally subject to all applicable surcharges and any applicable fuel reimbursement charges.

FERC Docket: RP03-323-000

Original Sheet No. 388 Original Sheet No. 388: Effective

GENERAL TERMS AND CONDITIONS (Continued)

51. NEGOTIATED RATES (Continued)

- 51.3 Impact on Capacity Allocation: For capacity allocation purposes pursuant to Subsection 10.4 and for purposes of evaluating bids pursuant to Subsection 24.4 of these General Terms and Conditions, a Shipper paying a negotiated rate which exceeds the Recourse Rate shall be treated as if the rate paid is equal to the Recourse Rate for such service. Any Shipper, existing or new, paying the Recourse Rate has the same right to capacity as a Shipper willing to pay a higher negotiated rate. Where the negotiated rate is less than the Recourse Rate, the negotiated rate shall be evaluated, for purposes of Subsection 10.4 and 24.4, based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids at the Recourse Rate. If the negotiated rate is higher than the corresponding Recourse Rate, the negotiated rate cannot be used as the price cap for released capacity pursuant to Section 17 of these General Terms and Conditions.
- 51.4 Right of First Refusal: For purposes of Section 24 of these General Terms and Conditions, a Shipper paying a negotiated rate under a firm Service Agreement with a term of one (1) year or longer shall be eligible to exercise the right of first refusal using the following procedures:
 - 51.4.1 No less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement, a Shipper who chooses to retain its firm capacity must so notify Transporter of its desire to execute a new firm Service Agreement at a rate equal to or above the Recourse Rate and for a term at least as long as the term of the expiring firm Service Agreement. Upon notification Transporter will tender to Shipper a new firm Service Agreement, which Shipper must execute within thirty (30) days of the date of receipt, to become effective upon the termination of such Shipper's currently effective firm Service Agreement. Failure to give such notice and/or to execute the new firm Service Agreement within the thirty (30) day period will authorize Transporter to offer such firm capacity to others and will result in the automatic abandonment of the current Shipper's entitlement at the end of the existing firm Service Agreement term unless Shipper elects to exercise its right to match bids from others as outlined in Subsection 24.4.5.

FERC Docket: RP09-568-000

First Revised Sheet No. 389 First Revised Sheet No. 389

Superseding: Original Sheet No. 389

GENERAL TERMS AND CONDITIONS (Continued)

51. NEGOTIATED RATES (Continued)

- 51.5 Impact on Scheduling and Interruption: For scheduling and interruption purposes pursuant to Subsections 9.20, 9.21, 9.22 and 9.23 of these General Terms and Conditions, a Shipper paying a negotiated rate which exceeds the Recourse Rate for such service shall be treated as if the rate paid is equal to the Recourse Rate for such service.
 - 51.5.1 For scheduling and interruption purposes pursuant to Subsections 9.20.4, 9.20.6, 9.21.4, 9.21.6, 9.22.4, 9.23.1 and 9.23.3 of these General Terms and Conditions, where the negotiated rate is less than the Recourse Rate, the negotiated rate shall be evaluated based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids at the Recourse Rate.
- 51.6 Impact on Alternate Receipt and Delivery Points: A shipper paying a negotiated rate who utilizes alternate points pursuant to Subsection 12.6 of these General Terms and Conditions shall pay the higher of the negotiated rate or the Recourse Rate, unless otherwise mutually agreed by the parties in writing.
- 51.7 Transporter will separately account for negotiated rate transactions so that these transactions can be independently identified in future rate proceedings. Additionally, transactions that originate as discounted Part 284 service and are subsequently converted to negotiated rate agreements will be recorded separately from those transactions originated as negotiated rate agreements.

52. NEGOTIATED GATHERING RATES

- 52.1 Purpose: This Section 52 allows Transporter and Gathering Shipper to negotiate a rate for gathering service under non-jurisdictional gathering agreements. The rate or rates to be charged may be negotiated in form and/or level from the maximum-to-minimum ranges set forth on the Notice of Currently Effective Rates of this Tariff.
- 52.2 Conditions: Implementation of a negotiated gathering rate shall be subject to the following conditions:
 - 52.2.1 Gathering Shipper had access to the Recourse Rate at the time of the execution of the non-jurisdictional gathering agreement implementing negotiated rates. The Recourse Rate will not be available to either party during the term of a negotiated rate non-jurisdictional gathering agreement, except upon mutual agreement.

FERC Docket: RP09-568-000

Original Sheet No. 390 Original Sheet No. 390

GENERAL TERMS AND CONDITIONS (Continued)

52. NEGOTIATED GATHERING RATES

- 52.2.2 Transporter has filed a tariff sheet advising FERC of such agreement. The numbered tariff sheet will state the exact legal name of the Gathering Shipper, the negotiated rate, other applicable charges, the receipt and delivery points, and the volume of gas to be gathered. The tariff sheet will also include a statement affirming that the applicable non-jurisdictional gathering agreement was negotiated in a non-discriminatory manner.
- 52.2.3 Negotiated rate Gathering Shippers are additionally subject to all applicable surcharges and any applicable fuel reimbursement charges.
- 52.3 Impact on Capacity Allocation: For capacity allocation purposes, a Gathering Shipper paying a negotiated rate which exceeds the Recourse Rate shall be treated as if the rate paid is equal to the Recourse Rate for such service. Any Gathering Shipper, existing or new, paying the Recourse Rate has the same right to capacity as a Gathering Shipper willing to pay a higher negotiated rate. Where the negotiated rate is less than the Recourse Rate, the negotiated rate shall be evaluated based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids at the Recourse Rate.
- 52.4 Impact on Scheduling and Interruption: For scheduling and interruption purposes, a Gathering Shipper paying a negotiated rate which exceeds the Recourse Rate for such service shall be treated as if the rate paid is equal to the Recourse Rate for such service.
- 52.5 Transporter will separately account for negotiated gathering rate transactions so that these transactions can be independently identified in future rate proceedings. Additionally, transactions that originated as discounted non-jurisdictional gathering agreements and which are subsequently converted to negotiated rate agreements will be recorded separately from those transactions originated as negotiated rate agreements.

FERC Docket: RP09-568-000

Sheet Nos. 391-499 Sheet Nos. 391-499

SHEET NOS. 391-499 ARE RESERVED FOR FUTURE USE Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

 $\textbf{Original Sheet No. 500} \; \texttt{Original Sheet No. 500} \; : \; \; \texttt{Effective}$

TRANSPORTATION SERVICE AGREEMENT - FIRM (RATE SCHEDULE FT-1)

between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY

and

DATED:

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet No. 501 Sheet No. 501: Effective

SHEET NO. 501

IS NOT ISSUED BUT IS
RESERVED FOR FUTURE USE

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Second Revised Sheet No. 502 Second Revised Sheet No. 502: Effective

Superseding: First Revised Sheet No. 502

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1

THIS SERVICE AGREEMENT, made and entered into as of
______, by and between WILLISTON BASIN INTERSTATE PIPELINE
COMPANY, hereinafter called "Transporter," and
_______, hereinafter called "Shipper."

WHEREAS, Shipper desires firm transportation service from Transporter pursuant to Subpart _____ (B or G) of Part 284 of the FERC's Regulations between the receipt and delivery points specified herein up to the receipt and delivery limits specified below; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Maximum Transportation Quantities. Transportation service hereunder shall be on a firm basis up to the Maximum Daily Receipt Quantities (MDRQ) and Maximum Daily Delivery Quantities (MDDQ), as applicable, specified in total and by receipt and delivery point in Exhibit A hereto, each as adjusted daily pursuant to the Capacity Adjustment Provision (CAP). Firm service hereunder shall be available up to the Annual Receipt Quantity (ARQ) and Annual Delivery Quantity (ADQ), as applicable, specified in Exhibit A hereto, each as adjusted pursuant to the CAP.

FERC Docket: RP03-488-000

Fourth Revised Sheet No. 503 Fourth Revised Sheet No. 503: Effective

Superseding: Third Revised Sheet No. 503

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

- 2. Authorized Overrun Quantities. Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's point-specific MDDQ(s) or total ADQ as specified in Exhibit "A" to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities of gas shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.
- 3. Points of Receipt and Delivery. Shipper agrees to tender gas for transportation and Transporter agrees to accept up to the MDRQ at the point(s) of receipt identified in Exhibit "A", attached hereto and made a part hereof, as adjusted pursuant to the CAP. Transporter agrees to transport and deliver up to the MDDQ to Shipper (or for Shipper's account) at the point(s) of delivery identified in Exhibit "A", attached hereto and made a part hereof, as adjusted pursuant to the CAP. All pooling points, as described in Subsection 48.2.1 of the General Terms and Conditions, and Imbalance Point ID Nos. 00005 and 00006 are logical points and may be nominated in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 4. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered hereunder at rates established pursuant to Transporter's Rate Schedule FT-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 5. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement) all of which are by reference made a part hereof.

FERC Docket: RP09-36-000

Third Revised Sheet No. 504 Third Revised Sheet No. 504

Superseding: Second Revised Sheet No. 504

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

- 6. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The transportation rates for service hereunder shall be as listed in Exhibit "A" which is attached hereto and made a part hereof.
- 7. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) $___$.
- 8. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term) unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, or other applicable authority.
- 9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct or cash-out, as applicable, any quantity imbalances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 10. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Third Revised Sheet No. 505 Third Revised Sheet No. 505: Effective

Superseding: 2nd Sub Second Revised Sheet No. 505

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

11. Daily Nominations. Unless otherwise agreed, Shipper shall make daily nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Transporter is not responsible for assuring that the nominated quantities are actually tendered to Transporter at the point(s) of receipt or that calculations of receipt quantities and delivery quantities developed for or by Shipper are correct.

12. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at point(s) of receipt or point(s) of delivery.

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Second Revised Sheet No. 506 Second Revised Sheet No. 506: Effective

Superseding: First Revised Sheet No. 506

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

- 13. Contract Path and Allocation Between Point(s) of Receipt and Delivery. The contract path and, where deliveries are made at more than one point, the allocation of MDRQ to be tendered at each point of receipt among the various delivery point(s) shall be as specified in Exhibit "A" hereto.
- 14. Gas Processing. Transporter has the right under its FERC Gas Tariff to accept gas for transportation that does not meet the applicable quality specifications (contained in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff) and make such changes as are necessary to cause the gas to conform to such specifications. represents that it has the full right and authority to allow the gas being transported to be processed at a gas processing plant and to give the processor title to all liquids and liquefiable hydrocarbons that are removed. Shipper hereby authorizes and gives Transporter full right to receive and tender the gas to a processing plant for processing; and Shipper gives to the processor title to the liquids and liquefiable hydrocarbons which are recovered by the processor as a result of its operations. Shipper shall have no claim to the proceeds from the sale or use of liquids and liquefiable hydrocarbons recovered. To the extent possible, however, the processor will replace corresponding Btu's that have been removed from the gas, such that the total dekatherms of gas received into the plant from Transporter for processing will remain unchanged from the total dekatherms of gas redelivered to Transporter after processing. Shipper agrees to defend, indemnify, and hold harmless Transporter for all claims, causes of actions, lawsuits, or judgments which arise from or are attributable to gas processing and the removal of and subsequent disposal of, liquids and liquefiable hydrocarbons from Shipper's gas. Upon reasonable notice to Transporter, Shipper shall have the right to make alternative arrangements for the processing of the gas.
- 15. This section to be utilized when necessary to specify other operating provisions.
- 16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Third Revised Sheet No. 506A Third Revised Sheet No. 506A: Effective

Superseding: Second Revised Sheet No. 506A

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

- The interpretation and performance of this Service Agreement 17. shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mai

Τо

il, postage prepaid, to the following addresses:					
Shipper:					
Invoices for Transportation:					
Email:					
Notices:					
Email:					
Transporter:					
See Rate Schedule FT-1, Subsection 12.1.					

То

FERC Docket: RP97-410-000

First Revised Sheet No. 507 First Revised Sheet No. 507: Effective

Superseding: Original Sheet No. 507

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

19. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells or for purposes of nominations in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP03-286-004

Sixth Revised Sheet No. 508 Sixth Revised Sheet No. 508: Effective

Superseding: Fifth Revised Sheet No. 508

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

EXHIBIT "A"

to R	ate Schedule FT-1	l Transportation Service <i>I</i>	Agreement dated
		between	
WI an	_	FERSTATE PIPELINE COMPANY	
Effective dat	e of Exhibit "A"_		
Supersedes Ex	hibit "A" dated _		
Shipper's Tot			
Daily Deliv	ery Quantity:	Equivaler	nt dkt per day
Shipper's Tot Daily Recei day 1/		Equivale	ent dkt per
Shipper's Tot			
		Equivaler	nt dkt per year
Shipper's Tot Annual Rece		Equivaler	nt dkt per year
		rtation service is being p	provided pursuant to
- 1			
Primary	Marrimum	Davimont	Maximum
Receipt Point 2/		Primary Delivery Point 2/3/	
	Receipt		Delivery
	-	Descript/Path	-

Shipper's receipt quantities shown do not reflect the reimbursement of fuel in-kind. In accordance with Transporter's currently effective FERC Gas Tariff, such receipt quantities are subject to being grossed up to reflect the fuel in-kind percentage.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

2/

Third Revised Sheet No. 508 Third Revised Sheet No. 508: Suspended Superseding: Second Revised Sheet No. 508

FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

EXHI	BIT "A"
to Rate Schedule FT-1 Transpo	rtation Service Agreement dated
	between
	PIPELINE COMPANY (Transporter)
and	(Shipper)
Effective date of Exhibit "A"	
Supersedes Exhibit "A" dated	
Shipper's Total Maximum	
Daily Delivery Quantity:	Equivalent dkt per day
Shipper's Total Maximum	
Daily Receipt Quantity: day 1/	Equivalent dkt per
Shipper's Total	
Annual Delivery Quantity:	Equivalent dkt per year
Shipper's Total	
Annual Receipt Quantity:	Equivalent dkt per year
Party on whose behalf transportation s	
Section 311 of the NGPA is	·
Receipt Maximum	Maximum
Point 3/ Daily Delivery	Point 3/4/ Daily
ID No./ Receipt ID	
Descript. P/A 2/ Quantity Descri	pt/Path P/A 2/ Quantity
1/ Shipper's receipt quantities sho	wn do not reflect the reimbursement of
fuel in-kind. In accordance wit	h Transporter's currently effective FERG
Gas Tariff, such receipt quantit	ies are subject to being grossed up to
reflect the fuel in-kind percent	2
2/ Specify Primary (P) or Alternate	(A).

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-488-000

Fourth Revised Sheet No. 509 Fourth Revised Sheet No. 509: Effective

Superseding: Third Revised Sheet No. 509

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued)

EXHIBIT "A"

- Point ID, legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.
- The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point(s) of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP04-377-000 Eleventh Revised Sheet No. 510 Eleventh Revised Sheet No. 510: Effective Superseding: Tenth Revised Sheet No. 510 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT-1 (Continued) EXHIBIT "B" to Rate Schedule FT-1 Transportation Service Agreement dated _______between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "B" Supersedes Exhibit "B" dated Negotiated Rate Agreement: Yes____ No__ Total Primary
Receipt Point(s)
Quantity of 2/ Total Primarv Reser-Delivery Point(s) vation Quantity of 2/ Quantity Commodity Rate Eqv. dkt/d Delivery Eqv. dkt/d Rate 3/ MDDQ of 2/ Receipt 1/ Unless discounted by Transporter pursuant to Section 3.4 of Rate Schedule FT-1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule FT-1 service on file with the FERC, as same may change from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. The reservation and/or commodity rate will be billed applicable surcharges including but not limited to ACA, take-or-pay throughput and gas supply realignment surcharges. 2/ Legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website. Commodity rate is exclusive of fuel reimbursement unless otherwise noted. WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) (Shipper) Ву ____ (Print or type name) (Print or type name) (Print or type title) (Print or type title)

Effective Date: 08/01/2004 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 511-524 Sheet Nos. 511-524: Effective

SHEET NOS. 511-524

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

ORIGINAL SHEET NO. 511
ORIGINAL SHEET NOS. 512-524

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet Nos. 512-524 Original Sheet Nos. 512-524 : Effective

SHEET NOS. 512-524 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

 $\textbf{Original Sheet No. 525} \; \texttt{Original Sheet No. 525} \; : \quad \texttt{Effective}$

NO-NOTICE FIRM TRANSPORTATION SERVICE AGREEMENT (RATE SCHEDULE FTN-1)

between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY

and

DATED:

FERC Docket: RP97-410-000

Sheet No. 526 Sheet No. 526 : Effective

SHEET NO. 526

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

FERC Docket: RP97-410-000

First Revised Sheet No. 527 First Revised Sheet No. 527: Effective

Superseding: Original Sheet No. 527

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

THIS SERVICE AGREEMENT, made and entered into as of
______, by and between WILLISTON BASIN INTERSTATE PIPELINE
COMPANY, hereinafter called "Transporter," and
_______, hereinafter called "Shipper."

WHEREAS, Shipper desires No-Notice Firm Transportation service from Transporter pursuant to Subpart ______ (B or G) of Part 284 of the FERC Regulations to the delivery points specified herein up to the limits specified below; and

WHEREAS, Shipper has an associated Firm Transportation Service Agreement under Rate Schedule FT-1 dated ; and

WHEREAS, Shipper has an associated Firm Storage Service Agreement under Rate Schedule FS-1 dated $\,\,$; and

WHEREAS, Shipper has a supply contract(s) in place which, as specified in Exhibit "C" hereto, is capable of making natural gas available in the amount(s) shown in Exhibit "C" upon the request of Transporter; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

FERC Docket: RP97-410-000

Second Revised Sheet No. 528 Second Revised Sheet No. 528: Effective

Superseding: First Revised Sheet No. 528

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

- 1. Service hereunder will be offered for firm delivery of the quantity of gas needed at the delivery point(s) specified in Exhibit A hereto above or below the daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1, subject to the limits specified in 2. Provided, however, that Transporter shall not be required to execute a Service Agreement under this Rate Schedule for a Maximum Daily Delivery Quantity (MDDQ) that exceeds Shipper's corresponding MDDQ under its Rate Schedule FT-1 Service Agreement.
- Maximum Transportation Quantities. No-Notice Firm Transportation service hereunder shall be made available at those delivery point(s) specified in Exhibit A hereto on a firm basis on any given day. In the case where actual transportation service takes are above the daily nominated and scheduled quantity of firm transportation service, no-notice service shall be made available up to the lesser of Shipper's unutilized Rate Schedule FS-1 Maximum Storage Deliverability Quantity (MSDQ), as adjusted pursuant to the Capacity Adjustment Provision (CAP), designated to serve the particular delivery point(s) plus the amount of additional gas supply which is received into Transporter's system, pursuant to the direction of Transporter, and designated to the particular delivery point(s), or the difference between nominated and scheduled firm deliveries to the particular firm delivery point(s) under Rate Schedule FT-1 and Shipper's Rate Schedule FT-1 MDDQ, as adjusted pursuant to the CAP, for the particular delivery point(s). In the case where actual transportation service takes are below the daily nominated and scheduled quantity of firm transportation service, no-notice service shall be made available up to the lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, and the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, designated for the particular delivery point or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 and the Rate Schedule FT-1 deliveries actually taken by the Shipper.

In no event shall Transporter be obligated to receive a quantity of gas at any receipt point in excess of the Maximum Daily Receipt Quantity (MDRQ) specified in Exhibit A hereto for such receipt point, as adjusted pursuant to the CAP, nor shall Transporter be obligated to provide no-notice deliveries at any delivery point in excess of the MDDQ specified for such delivery point in Exhibit "A" hereto, as adjusted pursuant to the CAP.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

Third Revised Sheet No. 529 Third Revised Sheet No. 529: Effective

Superseding: Second Revised Sheet No. 529

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

- Receipt of Alternate Supplies. Shipper is required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount by which the total MDDQ specified for service hereunder exceeds Shipper's Rate Schedule FS-1 MSDQ. Exhibit A hereto provides a listing of the receipt point(s), if any, which Shipper has designated for alternate supplies of gas which will be tendered to Transporter up to the MDRQ specified for such point(s) of receipt, as adjusted pursuant to the CAP, upon the request of Transporter to the designated supplying entity(ies). Such alternate supply(ies) must have access to an existing receipt point(s) into Transporter's system within an existing contract path under Shipper's Rate Schedule FT-1 Service Agreement. Exhibit C provides, on a line section by line section basis, the designated priorities of the alternate supplies and the order in which Shipper desires that Transporter contact the supplying entities (if possible) should it become necessary for Transporter to require that additional gas supplies be delivered to Transporter's system to ensure the provision of service hereunder.
- 4. Delivery. Exhibit "A" specifies the MDDQ at each point of delivery as referred to in Section 2. above.
- 5. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered hereunder at rates established pursuant to Transporter's Rate Schedule FTN-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FTN-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 14 of this Service Agreement) all of which are by reference made a part hereof.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Second Revised Sheet No. 530 Second Revised Sheet No. 530 : Effective

Superseding: First Revised Sheet No. 530

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

- 7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rate for service hereunder shall be as listed on Exhibit "D" which is attached hereto and made a part hereof.
- 8. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) \cdot
- 9. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term) _____, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 or other applicable authority.
- 10. Termination Obligations. Termination of this Service Agreement shall not relieve Shipper of its obligation to pay money due hereunder to Transporter for services rendered.
- 11. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Third Revised Sheet No. 531 Third Revised Sheet No. 531: Effective

Superseding: Second Revised Sheet No. 531

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

12. Allocation Between Point(s) of Receipt for Alternate Supplies and Point(s) of Delivery. The allocation of the MDRQ specified for each alternate gas supply receipt point among the various delivery point(s), where deliveries are made at more than one point, shall be as specified on Exhibit "B" hereto.

- 13. This section to be utilized when necessary to specify other operating provisions.
- 14. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:
- 15. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 16. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

Effective Date: 11/23/2006 Status: Effective FERC Docket: RP07- 33-000	
Superseding: First Revised Sheet No FORM OF TRANSPORT	d Revised Sheet No. 532: Effective . 532 PATION SERVICE AGREEMENT SCHEDULE FTN-1 (Continued)
To Shipper:	
Invoices for Transportation:	
Email:	
Notices:	
Email:	
To Transporter:	
See Rate Schedule FTN-1, Subse	ection 9.1.
IN WITNESS WHEREOF, the Partie Agreement as of the day and year first $\frac{1}{2} \left(\frac{1}{2} \right) \left(1$	es hereto have executed this Service est above written.
WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP97-410-000

Second Revised Sheet No. 533 Second Revised Sheet No. 533 : Effective

Superseding: First Revised Sheet No. 533

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

EXHIBIT "A" to Rate Schedule FTN-1 No-Notice Firm Transportation Service Agreement dated ____. between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "A"_____ Supersedes Exhibit "A" dated Shipper's Total Maximum Daily Delivery Quantity: ____ Equivalent dkt per day The delivery point(s) shown below must correspond with those shown on the firm transportation Service Agreement under Rate Schedule FT-1, dated Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is Point-Specific Maximum Daily Receipt Quantities Min/Max
For Alternate Supplies Receipt
Point(s) of Receipt/ Equivalent dkt of Range
Supplying Entity Per Day Monitoring psig

FERC Docket: RS92- 13-004

Original Sheet No. 534 Original Sheet No. 534: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

EXHIBIT "A"

Point-Specific
Maximum Daily
Delivery Quantities
Type
Point(s) of Delivery/ Equivalent dkt of Range
End-User(s)
Per Day
Monitoring psig

WILLISTON BASIN INTERSTATE PIPELINE COMPANY	
(Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

First Revised Sheet No. 535 First Revised Sheet No. 535 : Effective

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

^{**}The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point(s) of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 536 Original Sheet No. 536: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

EXHIBIT "B"

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Superseding: Third Revised Sheet No. 537 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued) EXHIBIT "C" to Rate Schedule FTN-1 No-Notice Firm Transportation Service Agreement dated between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "C" Supersedes Exhibit "C" dated The alternate supplies shown at the receipt point(s) in Exhibits "A" and "B" have been prioritized by line section as shown below. Such prioritization specifies the order in which Transporter should make contacts, unless circumstances dictate otherwise, to obtain additional gas supplies to provide service hereunder. APPLICABLE WILLISTON BASIN INTERSTATE PIPELINE COMPANY LINE SECTION DESIGNATIONS: 1. Cabin Creek Plant-Dickinson Plant 2. Dickinson Plant-Bismarck Plt 3. Bismarck Plant-Cleveland Plt 4. Cleveland Plant - Grafton 5. Cabin Creek Plant-Morgan Creek Plt 6. Morgan Ck. Plt-Williston Plt 7. Williston Plt-Minot-Bismarck Plt 8. Malta-Fort Peck Plant 9. Fort Peck Plt-Vida Plant 10. Vida Plant-Morgan Creek Plt 9. Fort Peck Plt-Vida Plant 10. Vida Plant-Morgan Creek Plt 11. Cabin Creek Plant-Baker Plant 12. Baker Plant-Little Beaver Plt 13. Little Beaver Plt-Belle Fourche Plt 14. Belle Fourche Plt-Recluse 15. Belle Fourche Plt-Rapid City
16. Cabin Crk. Plt-Hathaway Plt
17. Hathaway Plant-Hardin Plant
18. Hardin Plt-Elk Basin-Loyell 17. Hathaway Plant-Hardin Plant 18. Hardin Plt-Elk Basin-Lovell Plt 19. Madden-Worland Plant 20. Worland Plant-Lovell Plant 19. Madden-Worland Flant
21. Lovell Plant-Elk Basin Plant
22. Elk Basin Plant-Billings
23. Billy Creek Plant-Sheridan
24. Cleveland Plt-Mapleton T: 24. Cleveland Plt-Mapleton Transfer 25. Portal-Tioga 26. Belle Crk Junction-Northern Border Line Section No.: Priority No.

Meter No.: Maximum Daily Receipt Quantity: Supplier Name: Address:

Fourth Revised Sheet No. 537 Fourth Revised Sheet No. 537: Effective

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Contact Person:

Phone No.: Facsimile No.:

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet No. 538 Original Sheet No. 538: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

EXHIBIT "C"

Meter No.:	Priority No. Maximum Daily Receipt Quantity:
Contact Person: Phone No.: Facsimile No.:	
Meter No.:	Priority No. Maximum Daily Receipt Quantity:
Dhone No .	
Meter No.: Supplier Name:	Priority No. Maximum Daily Receipt Quantity:
Dhana Na •	
Meter No.:	Priority No. Maximum Daily Receipt Quantity:
Contact Person:	

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

(Print or type title)

Original Sheet No. 539 Original Sheet No. 539: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued)

EXHIBIT "C"

Line Section No.: Meter No.: Supplier Name: Address:	Priority Maximum	y No	
Contact Person: Phone No.: Facsimile No.:			
Please attach additio	nal sheets if neces	ssary.	
WILLISTON BASIN INTERSTATE PIPELINE (Transporter) By	COMPANY	(Shipper)	
(Print or type	name)	(Print or type n	ame)

(Print or type title)

FERC Docket: RP04-377-000 Seventh Revised Sheet No. 540 Seventh Revised Sheet No. 540: Effective Superseding: Sixth Revised Sheet No. 540 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FTN-1 (Continued) dated _______between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "D" Supersedes Exhibit "D" dated _____ Negotiated Rate Agreement: Yes ____ No ____ Reservation Gathering Delivery Rate Receipt Rate Point Point MDDQ _____ WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Shipper) (Transporter) Ву ___ Ву ____ (Print or type name) (Print or type name)

Effective Date: 08/01/2004 Status: Effective

(Print or type title)

(Print or type title)

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 541-549 Original Sheet Nos. 541-549: Effective

SHEET NOS. 541-549 ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

First Revised Sheet No. 550 First Revised Sheet No. 550 : Effective

Superseding: Sheet Nos. 550 Through 560

Notice is hereby given that effective July 10, 2004 the Service Agreement applicable to Rate Schedule ST-1, Sheet Nos. 550-560 of the FERC Gas Tariff, Second Revised Volume No. 1, of Williston Basin Interstate Pipeline Company is to be cancelled.

The following tariff sheets have been superseded:

Original Sheet No. 550
Sheet No. 551
Second Revised Sheet No. 552
Fourth Revised Sheet No. 553
First Revised Sheet No. 554
Fourth Revised Sheet No. 555
First Revised Sheet No. 555
Second Revised Sheet No. 556
First Revised Sheet No. 557
Sixth Revised Sheet No. 558
Fourth Revised Sheet No. 558

Tenth Revised Sheet No. 560

FERC Docket: RP97-410-000

Sheet No. 551 Sheet No. 551: Effective

SHEET NO. 551

IS NOT ISSUED BUT IS
RESERVED FOR FUTURE USE

FERC Docket: RP97-410-000

Second Revised Sheet No. 552 Second Revised Sheet No. 552: Effective

Superseding: First Revised Sheet No. 552

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

THIS SERVICE AGREEMENT, made and entered into as of
______, by and between WILLISTON BASIN INTERSTATE PIPELINE
COMPANY, hereinafter called "Transporter," and ______, hereinafter called "Shipper."

WHEREAS, Shipper received Rate Schedule SGS-1 sales service under Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1 on May 18, 1992 and desires firm transportation service from Transporter pursuant to Subpart _____ (B or G) of Part 284 of the FERC Regulations between the receipt and delivery points specified herein up to the receipt and delivery limits specified below; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Maximum Transportation Quantities. Transportation service hereunder shall be on a firm basis up to the Maximum Daily Receipt Quantities (MDRQ) and Maximum Daily Delivery Quantities (MDDQ), as applicable, specified in total and by receipt and delivery point in Exhibit A hereto, each as adjusted daily pursuant to the Capacity Adjustment Provision (CAP). Firm service hereunder shall be available up to the Annual Receipt Quantity (ARQ) and Annual Delivery Quantity (ADQ), as applicable, specified in Exhibit A hereto, each as adjusted pursuant to the CAP.

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-488-000

Fourth Revised Sheet No. 553 Fourth Revised Sheet No. 553: Effective

Superseding: Third Revised Sheet No. 553

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

- 2. Authorized Overrun Quantities. Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's point-specific MDDQ(s) or total ADQ as specified in Exhibit "A" to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities of gas shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.
- 3. Points of Receipt and Delivery. Shipper agrees to tender gas for transportation and Transporter agrees to accept up to the MDRQ at the point(s) of receipt identified in Exhibit "A", attached hereto and made a part hereof, as adjusted pursuant to the CAP. Transporter agrees to transport and deliver up to the MDDQ to Shipper (or for Shipper's account) at the point(s) of delivery identified in Exhibit "A", attached hereto and made a part hereof, as adjusted pursuant to the CAP. All pooling points, as described in Subsection 48.2.1 of the General Terms and Conditions, and Imbalance Point ID Nos. 00005 and 00006 are logical points and may be nominated in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.
- 4. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered hereunder at rates established pursuant to Transporter's Rate Schedule ST-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 5. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule ST-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement) all of which are by reference made a part hereof.
- 6. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes.

FERC Docket: RP97-410-000

First Revised Sheet No. 554 First Revised Sheet No. 554 : Effective

Superseding: Original Sheet No. 554

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

The transportation rates for service hereunder shall be as listed in Exhibit "B" which is attached hereto and made a part hereof.

- 7. Effective Date. This Service Agreement shall become effective on $% \left(1\right) =\left(1\right) +\left(1\right)$
- 8. Termination Date. This Service Agreement shall continue in full force and effect for a term ending ______, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, or other applicable authority.
- 9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct or cash-out, as applicable, any quantity imbalances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 10. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

FERC Docket: RP97-410-000

Fourth Revised Sheet No. 555 Fourth Revised Sheet No. 555: Effective

Superseding: 2nd Sub Third Revised Sheet No. 555

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

- 11. Daily Nominations. Unless otherwise agreed, Shipper shall make daily nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Transporter is not responsible for assuring that the nominated quantities are actually tendered to Transporter at the point(s) of receipt or that calculations of receipt quantities and delivery quantities developed for or by Shipper are correct.
- 12. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at point(s) of receipt or point(s) of delivery.
- 13. Contract Path and Allocation Between Point(s) of Receipt and Delivery. The contract path and, where deliveries are made at more than one point, the allocation of MDRQ to be tendered at each point of receipt among the various delivery point(s) shall be as specified on Exhibit "A" hereto.
- 14. Gas Processing. Transporter has the right under its FERC Gas Tariff to accept gas for transportation that does not meet the applicable quality specifications (contained in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff) and make such changes as are necessary to cause the gas to conform to such specifications. Shipper represents that it has the full right and authority to allow the gas being

FERC Docket: RP97-410-000

First Revised Sheet No. 555A First Revised Sheet No. 555A: Effective

Superseding: Original Sheet No. 555A

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

transported to be processed at a gas processing plant and to give the $% \left\{ 1\right\} =\left\{ 1$ processor title to all liquids and liquefiable hydrocarbons that are removed. Shipper hereby authorizes and gives Transporter full right to receive and tender the gas to a processing plant for processing; and Shipper gives to the processor title to the liquids and liquefiable hydrocarbons which are recovered by the processor as a result of its operations. Shipper shall have no claim to the proceeds from the sale or use of liquids and liquefiable hydrocarbons recovered. To the extent possible, however, the processor will replace corresponding Btu's that have been removed from the gas, such that the total dekatherms of gas received into the plant from Transporter for processing will remain unchanged from the total dekatherms of gas redelivered to Transporter after processing. Shipper agrees to defend, indemnify, and hold harmless Transporter for all claims, causes of actions, lawsuits, or judgments which arise from or are attributable to gas processing and the removal of and subsequent disposal of, liquids and liquefiable hydrocarbons from Shipper's gas. Upon reasonable notice to Transporter, Shipper shall have the right to make alternative arrangements for the processing of the gas.

 $\,$ 15. $\,$ This section to be utilized when necessary to specify other operating provisions.

FERC Docket: RP98-253-000

Second Revised Sheet No. 556 Second Revised Sheet No. 556: Effective

Superseding: First Revised Sheet No. 556

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

- Adjustments to General Terms and Conditions. Certain of 16. the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:
- The interpretation and performance of this Service 17. Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- Invoices, Notices and Statements. Any invoices, notices and statements provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

_		
Τo	Shipper:	•

Invoices for Transportation:	
All Notices:	
Imbalance Statements:	
Attn: Facsimile Number:	
racsimile number:	
ransporter:	

To T

See Rate Schedule ST-1, Subsection 12.1.

FERC Docket: RP97-410-000

First Revised Sheet No. 557 First Revised Sheet No. 557: Effective

Superseding: Original Sheet No. 557

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

19. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells or for purposes of nominations in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP03-286-004

Sixth Revised Sheet No. 558 sixth Revised Sheet No. 558 : Effective

Superseding: Fifth Revised Sheet No. 558

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

EXHIBIT "A"

to Rate Schedule ST-1 Transportation Service Agreement dated between

dated ______between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)

Primary Receipt Point 2/ ID No./ Descript.	Maximum Daily Receipt Quantity	Primary Delivery Point 2/3/ ID No./ Descript/Path	Maximum Daily Delivery Quantity
--	---	---	--

Shipper's receipt quantities shown do not reflect the reimbursement of fuel in-kind. In accordance with Transporter's currently effective FERC Gas Tariff, such receipt quantities are subject to being grossed up to reflect the fuel in-kind percentage.

Effective Date: 09/01/2003 Status: Suspended FERC Docket: RP03-286-000 Superseding: Second Revised Sheet No. 558 and ___

Third Revised Sheet No. 558 Third Revised Sheet No. 558: Suspended

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

EXHIBIT "A"

to Rate Schedule ST-1 Transportation Service Agreement dated ______between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)

____(Shipper)

Effective date of Exhibit "A"__ Supersedes Exhibit "A" dated Shipper's Total Maximum Daily Delivery Quantity: _____ Equivalent dkt per day Shipper's Total Maximum Daily Receipt Quantity: ______ Equivalent dkt per day 1/ Shipper's Total Annual Delivery Quantity: _____ Equivalent dkt per year Shipper's Total Equivalent dkt per year Annual Receipt Quantity: Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is

Receipt Maximum Maximum Maximum
Daily Delivery Point 3/4/ Point 3/ ID No./ Receipt ID No./ Delivery
Descript. P/A 2/ Quantity Descript/Path P/A 2/ Quantity Descript. P/A 2/ Quantity

Shipper's receipt quantities shown do not reflect the reimbursement of 1/ fuel in-kind. In accordance with Transporter's currently effective FERC Gas Tariff, such receipt quantities are subject to being grossed up to reflect the fuel in-kind percentage.

Specify Primary (P) or Alternate (A).

Effective Date: 07/01/2003 Status: Effective

FERC Docket: RP03-488-000

Fourth Revised Sheet No. 559 Fourth Revised Sheet No. 559: Effective

Superseding: Third Revised Sheet No. 559

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued)

EXHIBIT "A"

2/ Point ID, legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.

The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point(s) of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY		
(Transporter)	(Shipper)	
Ву	Ву	
(Print or type name)	(Print or type name)	
(Print or type title)	(Print or type title)	

FERC Docket: RP03-488-000 Tenth Revised Sheet No. 560 Tenth Revised Sheet No. 560: Effective Superseding: Ninth Revised Sheet No. 560 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE ST-1 (Continued) EXHIBIT "B" to Rate Schedule ST-1 Transportation Service Agreement dated between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "B" Supersedes Exhibit "B" dated Negotiated Rate Agreement: Yes____ __ No__ Primary Total ReserPoint(s) Delivery vation
of 2/ Quantity Commodity Rate
Delivery Eqv. dkt/d Rate 3/ MDDQ Total Primarv Reser-Receipt Point(s) vation of 2/ Quantity Receipt Eqv. dkt/d 1/ 1/ Unless discounted by Transporter pursuant to Section 3.5 of Rate Schedule ST-1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule ST-1 service on file with the FERC, as same may change from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. The reservation and/or commodity rate will be billed applicable surcharges including but not limited to ACA, GTI, take-or-pay throughput and gas supply realignment surcharges. 2/ Legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website. Commodity rate is exclusive of fuel reimbursement unless otherwise noted. WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Shipper) (Transporter) Ву ____ (Print or type name) (Print or type name)

Effective Date: 07/01/2003 Status: Effective

(Print or type title)

(Print or type title)

FERC Docket: RP97-410-000

Sheet Nos. 561-574 Sheet Nos. 561-574: Effective

SHEET NOS. 561-574

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

ORIGINAL SHEET NO. 561 ORIGINAL SHEET NO. 562 ORIGINAL SHEET NOS. 563-574 Effective Date: 07/10/2004 Status: Effective

FERC Docket: RP04-331-000

First Revised Sheet No. 575 First Revised Sheet No. 575 : Effective

Superseding: Sheet Nos. 575 Through 590

Notice is hereby given that effective July 10, 2004 the Service Agreement applicable to Rate Schedule STN-1, Sheet Nos. 575-590 of the FERC Gas Tariff, Second Revised Volume No. 1, of Williston Basin Interstate Pipeline Company is to be cancelled.

The following tariff sheets have been superseded:

Original Sheet No. 575 Sheet No. 576 Second Revised Sheet No. 577 Second Revised Sheet No. 578 Third Revised Sheet No. 579 First Revised sheet No. 580 Second Revised Sheet No. 581 First Revised Sheet No. 582 Second Revised Sheet No. 583 Original Sheet No. 584 First Revised Sheet No. 585Original Sheet No. 586 Third Revised Sheet No. 587 Original Sheet No. 588 Original Sheet No. 589 Sixth Revised Sheet No. 590

FERC Docket: RP97-410-000

Sheet No. 576 Sheet No. 576: Effective

SHEET NO. 576

IS NOT ISSUED BUT IS

RESERVED FOR FUTURE USE

Effective Date: 08/01/1997 Status: Effective FERC Docket: RP97-410-000 Second Revised Sheet No. 577 Second Revised Sheet No. 577 : Effective Superseding: First Revised Sheet No. 577 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued) THIS SERVICE AGREEMENT, made and entered into as of , by and between WILLISTON BASIN INTERSTATE PIPELINE COMPANY, hereinafter called "Transporter," and ______, hereinafter called "Shipper." WHEREAS, Shipper received Rate Schedule SGS-1 sales service under Transporter's canceled FERC Gas Tariff, First Revised Volume No. 1 on May 18, 1992 and desires Small Customer No-Notice Firm Transportation service from Transporter pursuant to Subpart ____ (B or G) of Part 284 of the FERC Regulations to the delivery points specified herein up to the limits specified below; and WHEREAS, Shipper has an associated Firm Transportation Service Agreement under Rate Schedule ST-1 dated _____; and WHEREAS, Shipper has an associated Firm Storage Agreement under Rate Schedule FS-1 dated _; and WHEREAS, Shipper has a supply contract(s) in place which, as specified in Exhibit "C" hereto, is capable of making natural gas available in the amount(s) shown in Exhibit "C" upon the request of Transporter; and WHEREAS.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

FERC Docket: RP97-410-000

Second Revised Sheet No. 578 second Revised Sheet No. 578 : Effective

Superseding: First Revised Sheet No. 578

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

- 1. Service hereunder will be offered for firm delivery of the quantity of gas needed at the delivery point(s) specified in Exhibit A hereto above or below the daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule ST-1, subject to the limits specified in 2. Provided, however, that Transporter shall not be required to execute a Service Agreement under this Rate Schedule for a Maximum Daily Delivery Quantity (MDDQ) that exceeds Shipper's corresponding MDDQ under its Rate Schedule ST-1 Service Agreement.
- Maximum Transportation Quantities. No-Notice Firm Transportation service hereunder shall be made available at those delivery point(s) specified in Exhibit A hereto on a firm basis on any given day. In the case where actual transportation service takes are above the daily nominated and scheduled quantity of firm transportation service, no-notice service shall be made available up to the lesser of Shipper's unutilized Rate Schedule FS-1 Maximum Storage Deliverability Quantity (MSDQ), as adjusted pursuant to the Capacity Adjustment Provision (CAP), designated to serve the particular delivery point(s) plus the amount of additional gas supply which is received into Transporter's system, pursuant to the direction of Transporter, and designated to the particular delivery point(s), or the difference between nominated and scheduled firm deliveries to the particular firm delivery point(s) under Rate Schedule ST-1 and Shipper's Rate Schedule ST-1 MDDQ, as adjusted pursuant to the CAP, for the particular delivery point(s). In the case where actual transportation service takes are below the daily nominated and scheduled quantity of firm transportation service, no-notice service shall be made available up to the lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, and the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, designated for the particular delivery point or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule ST-1 and the Rate Schedule ST-1 deliveries actually taken by the Shipper.

In no event shall Transporter be obligated to receive a quantity of gas at any receipt point in excess of the Maximum Daily Receipt Quantity (MDRQ) specified in Exhibit A hereto for such receipt point, as adjusted pursuant to the CAP, nor shall Transporter be obligated to provide no-notice deliveries at any delivery point in excess of the MDDQ specified for such delivery point in Exhibit "A" hereto, as adjusted pursuant to the CAP.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

Third Revised Sheet No. 579 Third Revised Sheet No. 579: Effective

Superseding: Second Revised Sheet No. 579

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

Receipt of Alternate Supplies. Shipper is required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount by which the total MDDQ specified for service hereunder exceeds the Shipper's Rate Schedule FS-1 MSDQ. Exhibit A hereto provides a listing of the receipt point(s), if any, which Shipper has designated for alternate supplies of gas which will be tendered to Transporter up to the MDRQ specified for such point(s) of receipt, as adjusted pursuant to the CAP, upon the request of Transporter to the designated supplying entity(ies). Such alternate supplies must have access to existing receipt point(s) into Transporter's system within an existing contract path under Shipper's Rate Schedule ST-1 Service Agreement. Exhibit "C" provides, on a line section by line section basis, the designated priorities of the alternate supplies and the order in which Shipper desires that Transporter contact the supplying entities (if possible) should it become necessary for Transporter to require that additional gas supplies to be delivered to Transporter's system to ensure the provision of service hereunder.

- 4. Delivery. Exhibit "A" specifies the MDDQ at each point of delivery as referred to in Section 2. above.
- 5. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered hereunder at rates established pursuant to Transporter's Rate Schedule STN-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule STN-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 14 of this Service Agreement) all of which are by reference made a part hereof.

FERC Docket: RP97-410-000

First Revised Sheet No. 580 First Revised Sheet No. 580 : Effective

Superseding: Original Sheet No. 580

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

- 7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rate for service hereunder shall be as listed on Exhibit "D" which is attached hereto and made a part hereof.
- 8. Effective Date. This Service Agreement shall become effective on .
- 9. Termination Date. This Service Agreement shall continue in full force and effect for a term ending ______, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 or other applicable authority.
- 10. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of its obligation to pay money due hereunder to Transporter for services rendered.
- 11. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

FERC Docket: RP97-410-000

Second Revised Sheet No. 581 Second Revised Sheet No. 581 : Effective

Superseding: Original Sheet No. 581

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

12. Allocation Between Point(s) of Receipt for Alternate Supplies and Point(s) of Delivery. The allocation of the MDRQ specified for each alternate supply receipt point among the various delivery point(s), where deliveries are made at more than one point, shall be as specified on Exhibit "B" hereto.

- $\,$ 13. $\,$ This section to be utilized when necessary to specify other operating provisions.
- 14. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:
- 15. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 16. Invoices and Notices. Any invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

First Revised Sheet No. 582 First Revised Sheet No. 582: Effective Superseding: Original Sheet No. 582 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued) To Shipper: Invoices for Transportation: All Notices: To Transporter: See Rate Schedule STN-1, Subsection 8.1. IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first above written. WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) (Shipper) Ву _____ Ву ____ (Print or type name) (Print or type name) (Print or type title) (Print or type title)

(The rest of this sheet has been intentionally left blank.)

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

FERC Docket: RP97-410-000

Second Revised Sheet No. 583 Second Revised Sheet No. 583 : Effective Superseding: First Revised Sheet No. 583

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

XHIBIT "A" e Firm Transportation Service Agreement
between TE PIPELINE COMPANY (Transporter) (Shipper)
Equivalent dkt per day
must correspond with those shown on the ment under Rate Schedule FT-1, dated
ion service is being provided pursuant
pecific num ly uantities Min/Max te Supplies Receipt
ent dkt of Range Day Monitoring psig
Equivalent dkt per day must correspond with those shown on to ment under Rate Schedule FT-1, dated ion service is being provided pursuant pecific mum ly uantities te Supplies Receipt

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 584 Original Sheet No. 584: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

EXHIBIT "A"

	Point-Specific Maximum Daily Delivery Quantities		Min/Max Delivery
		Type	Pressure
Point(s) of Delivery/	Equivalent dkt	of	Range
End-User(s)	Per Day	Monitoring	psig

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP97-410-000

First Revised Sheet No. 585 First Revised Sheet No. 585 : Effective

Superseding: Original Sheet No. 585

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

EXHIBIT "B" to Rate Schedule STN-1 No-Notice Firm Transportation Service Agreement dated ____. between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) _____ (Shipper) Effective date of Exhibit "B" Supersedes Exhibit "B" dated __ Point-Specific Associated Maximum Daily Receipt Point-Specific Quantities Maximum Daily Delivery Point(s) ----of

^{**}The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point(s) of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 586 Original Sheet No. 586: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

EXHIBIT "B"

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: GT01- 26-000 Third Revised Sheet No. 587 Third Revised Sheet No. 587: Effective Superseding: Second Revised Sheet No. 587 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued) EXHIBIT "C" to Rate Schedule STN-1 No-Notice Firm Transportation Service Agreement dated between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) Effective date of Exhibit "C" Supersedes Exhibit "C" dated The alternate supplies shown at the receipt point(s) in Exhibits "A" and "B" have been prioritized by line section as shown below. Such prioritization specifies the order in which Transporter should make contacts, unless circumstances dictate otherwise, to obtain additional gas supplies to provide service hereunder. APPLICABLE WILLISTON BASIN INTERSTATE PIPELINE COMPANY LINE SECTION DESIGNATIONS: 1. Cabin Creek Plant-Dickinson Plant 2. Dickinson Plant-Bismarck Plt 3. Bismarck Plant-Cleveland Plt 4. Cleveland Plant - Grafton 5. Cabin Creek Plant-Morgan Creek Plt 6. Morgan Ck. Plt-Williston Plt 7. Williston Plt-Minot-Bismarck Plt 8. Malta-Fort Peck Plant 9. Fort Peck Plt-Vida Plant 10. Vida Plant-Morgan Creek Plt 9. Fort Peck Plt-Vida Plant 10. Vida Plant-Morgan Creek Plt 11. Cabin Creek Plant-Baker Plant 12. Baker Plant-Little Beaver Plt 13. Little Beaver Plt-Belle Fourche Plt 14. Belle Fourche Plt-Recluse 13. Eittle Beaver Fit-Beile Fourche Fit 14. Beile Fourche Fit-Rectuse
15. Belle Fourche Plt-Rapid City
16. Cabin Crk. Plt-Hathaway Plt
17. Hathaway Plant-Hardin Plant
18. Hardin Plt-Elk Basin-Lovell Plt
19. Madden-Worland Plant
20. Worland Plant-Lovell Plant
21. Lovell Plant-Elk Basin Plant
22. Elk Basin Plant-Billings
23. Billy Creek Plant-Sheridan
24. Cleveland Plt-Mapleton Transfer 25. Portal-Tioga

Effective Date: 07/16/2001 Status: Effective

Line Section No.:

Meter No.:
Supplier Name:
Address:

Contact Person:
Phone No.:
Facsimile No.:

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

 $\textbf{Original Sheet No. 588} \; \texttt{Original Sheet No. 588 :} \quad \texttt{Effective}$

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

EXHIBIT "C"

Line Section No.: Meter No.: Supplier Name: Address:	Priority No. Maximum Daily Receipt Quantity:
Contact Person: Phone No.: Facsimile No.:	
Line Section No.: Meter No.: Supplier Name: Address:	Priority No. Maximum Daily Receipt Quantity:
Contact Person: Phone No.: Facsimile No.:	
Line Section No.: Meter No.: Supplier Name: Address:	
Contact Person: Phone No.: Facsimile No.:	
Line Section No.: Meter No.: Supplier Name: Address:	Priority No. Maximum Daily Receipt Quantity:
Contact Person: Phone No.: Facsimile No.:	

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

(Print or type title)

Original Sheet No. 589 Original Sheet No. 589: Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

EXHIBIT "C"

Line Section No.:	Priority No.
Meter No.:	Maximum Daily Receipt Quantity:
Supplier Name:	
Address:	
Contact Person:	
Facsimile No.:	
Please attach additional	sheets if necessary
ilease accach addicional	sheets if hetessary.
WILLISTON BASIN	
INTERSTATE PIPELINE COM	
(Transporter)	(Shipper)
Ву	Ву
(Print or type nam	(Print or type name)
(111110 01 01pc nan	(ZZZZZ ZZ

(Print or type title)

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

Sixth Revised Sheet No. 590 Sixth Revised Sheet No. 590: Effective Superseding: Fifth Revised Sheet No. 590

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE STN-1 (Continued)

		EXHIBI'	Г "D"	
to Rate	Schedule STN-1 N	o-Notice Fire	m Transportatio	on Service Agreement
		betwe	een	
	WILLISTON BASIN I nd	NTERSTATE PI		(Transporter) (Shipper)
Effective d	ate of Exhibit "D	"		
Supersedes :	Exhibit "D" dated	·		
Negotiated 1	Rate Agreement:	Yes No		
Receipt Point	Gathering Rate	Delivery Point	GTI Applicable	Commodity Rate MDDQ

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 591-599 Original Sheet Nos. 591-599 : Effective

SHEET NOS. 591-599 ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

 $\begin{center} \textbf{Original Sheet No. 600 original Sheet No. 600 : } Effective \\ \end{center}$

TRANSPORTATION SERVICE AGREEMENT - INTERRUPTIBLE (RATE SCHEDULE IT-1)

between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY

and

DATED:

FERC Docket: RP97-410-000

Sheet No. 601 Sheet No. 601: Effective

SHEET NO. 601

IS NOT ISSUED BUT IS
RESERVED FOR FUTURE USE

FERC Docket: RP97-410-000

First Revised Sheet No. 602 First Revised Sheet No. 602: Effective

Superseding: Original Sheet No. 602

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

THIS SERVICE AGREEMENT, made and entered into as of ______, by and between WILLISTON BASIN INTERSTATE PIPELINE COMPANY, hereinafter called "Transporter," and _______, hereinafter called "Shipper."

WHEREAS, Shipper desires interruptible transportation service from Transporter pursuant to Subpart _____ (B or G) of Part 284 of the FERC Regulations between the receipt and delivery points specified herein up to the receipt and delivery limits specified below; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

- 1. Transportation service hereunder shall be on an interruptible basis up to the Total Interruptible Delivery Quantity and the point specific interruptible Receipt and Delivery Quantities specified in Exhibit A hereto.
- 2. Authorized Overrun Quantities. Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of interruptible gas in excess of Shipper's point-specific Interruptible Delivery Quantities. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

Second Revised Sheet No. 603 Second Revised Sheet No. 603: Effective

Superseding: First Revised Sheet No. 603

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

- 3. Interruption. Transportation service rendered hereunder shall be subject to curtailment or interruption when, in Transporter's reasonable discretion and in accordance with established priorities, such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system, or is otherwise necessary to provide authorized firm service.
- 4. Points of Receipt and Delivery. Shipper agrees to tender gas for transportation and Transporter agrees, on an interruptible basis, to accept receipt quantities (up to the point-specific Interruptible Receipt Quantities) at the point(s) of receipt on Transporter's transmission system identified in Exhibit "A", attached hereto and made a part hereof. Transporter agrees, on an interruptible basis, to transport and deliver up to the point-specific Interruptible Delivery Quantities to Shipper at the point(s) of delivery identified in Exhibit "A", attached hereto and made a part hereof.
- 5. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered at rates established pursuant to Transporter's Rate Schedule IT-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule IT-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement), all of which are by reference made a part hereof.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Second Revised Sheet No. 604 Second Revised Sheet No. 604: Effective

Superseding: First Revised Sheet No. 604

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

- 7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The transportation rates for service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.
- 8. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) and ending on (specific date or term) and from month to month thereafter. Either Party may terminate this Service Agreement after the primary term upon thirty (30) days written notice to the other Party pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 or other applicable authority.
- 9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct or cash-out, as applicable, any quantity imbalances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 10. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:

FERC Docket: RP97-410-000

Third Revised Sheet No. 605 Third Revised Sheet No. 605: Effective

Superseding: 2nd Sub Second Revised Sheet No. 605
FORM OF TRANSPORTATION SERVICE AGREEM

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

11. Daily Nominations. Unless otherwise agreed, Shipper shall make daily nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Transporter is not responsible for assuring that the nominated quantities are actually tendered at the point(s) of receipt or that calculations of receipt quantities and delivery quantities developed for or by Shipper are correct

12. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at point(s) of receipt or point(s) of delivery.

FERC Docket: RP97-410-000

Second Revised Sheet No. 606 Second Revised Sheet No. 606: Effective

Superseding: First Revised Sheet No. 606

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

- 13. Allocation Between Point(s) of Receipt and Delivery. The allocation of the Interruptible Receipt Quantities to be tendered at each point of receipt among the various delivery point(s), where deliveries are made at more than one point, shall be as specified on Exhibit "A" hereto.
- Gas Processing. Transporter has the right under its FERC Gas Tariff to accept gas for transportation that does not meet the applicable quality specifications (contained in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff) and make such changes as are necessary to cause the gas to conform to such specifications. Shipper represents that it has the full right and authority to allow the gas being transported to be processed at a gas processing plant and to give the processor title to all liquids and liquefiable hydrocarbons that are removed. Shipper hereby authorizes and gives Transporter full right to receive and tender the gas to a processing plant for processing; and Shipper gives to the processor title to the liquids and liquefiable hydrocarbons which are recovered by the processor as a result of its operations. Shipper shall have no claim to the proceeds from the sale or use of liquids and liquefiable hydrocarbons recovered. To the extent possible, however, the processor will replace corresponding Btu's that have been removed from the gas, such that the total dekatherms of gas received into the plant from Transporter for processing will remain unchanged from the total dekatherms of gas redelivered to Transporter after processing. Shipper agrees to defend, indemnify, and hold harmless Transporter for all claims, causes of actions, lawsuits, or judgments which arise from or are attributable to gas processing and the removal of and subsequent disposal of, liquids and liquefiable hydrocarbons from Shipper's gas. Upon reasonable notice to Transporter, Shipper shall have the right to make alternative arrangements for the processing of the gas.
- $\,$ 15. $\,$ This section to be utilized when necessary to specify other operating provisions.
- 16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Third Revised Sheet No. 606A Third Revised Sheet No. 606A: Effective

Superseding: Second Revised Sheet No. 606A

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

- 17. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices for Transportation:	
- 11	
Email:	
Notices:	
Email:	
FMd11:	

To Transporter:

See Rate Schedule IT-1, Subsection 11.1.

FERC Docket: RP97-410-000

First Revised Sheet No. 607 First Revised Sheet No. 607: Effective

Superseding: Original Sheet No. 607

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

19. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells or for purposes of nominations in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY		
(Transporter)	(Shipper)	
Ву	Ву	
(Print or type name)	(Print or type name	;)
(Print or type title)	(Print or type title	;)

FERC Docket: RP03-286-004

Tenth Revised Sheet No. 608 Tenth Revised Sheet No. 608: Effective

Superseding: Ninth Revised Sheet No. 608

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

EXHIBIT "A"

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) and (Shipper)

Effective date of Exhibit "A"

Supersedes Exhibit "A" dated

Shipper's Interruptible
Delivery Quantity:_____ dkt per day

Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is $$\cdot$$.

Negotiated Rate Agreement: Yes____ No____

			Rate	Rate
1/3/	1/3/	2/	Effective	Effective
Point(s)	Point(s)	Commodity	Begin	End
of Receipt	of Delivery	Rate	Date	Date
All	All	4 /	5/	5/

- 1/ Legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.
- 2/ Commodity rate is exclusive of fuel reimbursement unless otherwise noted.
- 3/ If Shipper has contracted separately for Rate Schedule IS-1
 Interruptible Storage Service to be provided by Transporter, when gas is
 delivered to and subsequently received from aggregate storage by
 Shipper, such storage facilities shall be considered an intermediate
 delivery or receipt (as applicable) and shall be considered a "stop in
 time" to the transportation transaction.

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Seventh Revised Sheet No. 608 Seventh Revised Sheet No. 608: Suspended

Superseding: Sixth Revised Sheet No. 608

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

EXHIBIT "A"

to Rate Schedule IT-1 Transportation Service Agreement dated between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)
and (Shipper)

Effective date of Exhibit "A"

Supersedes Exhibit "A" dated

Shipper's Interruptible
Delivery Quantity:_____ dkt per day

Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is $$\cdot$$.

			Rate	Rate
1/3/	1/3/	2/	Effective	Effective
Point(s)	Point(s)	Commodity	Begin	End
of Receipt	of Delivery	Rate	Date	Date
All	All	4 /	5/	5/

- 1/ Legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.
- 2/ Commodity rate is exclusive of fuel reimbursement unless otherwise noted.
- If Shipper has contracted separately for Rate Schedule IS-1
 Interruptible Storage Service to be provided by Transporter, when gas is delivered to and subsequently received from aggregate storage by Shipper, such storage facilities shall be considered an intermediate delivery or receipt (as applicable) and shall be considered a "stop in time" to the transportation transaction.

Effective Date: 05/11/2009 Status: Effective

FERC Docket: RP09-506-000

Tenth Revised Sheet No. 608A Tenth Revised Sheet No. 608A

Superseding: Ninth Revised Sheet No. 608A

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

EXHIBIT "A"

Unless discounted by Transporter pursuant to Section 3.3 of Rate Schedule IT-1 and Subsection 7.9 of the General Terms of Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule IT-1 service on file with the FERC, as same may change $\ensuremath{\mathsf{ERC}}$ from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. The commodity rate determined hereunder includes ACA and throughput surcharges.

5/ Unless otherwise noted, rates will be in effect for the term of the contract.

FERC Docket: RP97-410-000

Second Revised Sheet No. 609 Second Revised Sheet No. 609: Effective Superseding: First Revised Sheet No. 609

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IT-1 (Continued)

EXHIBIT "A"

WILLISTON BASIN INTERSTATE PIPELINE COMPANY	
(Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

FERC Docket: RP97-410-000

Sheet Nos. 610-624 Sheet Nos. 610-624: Effective

SHEET NOS. 610-624

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

ORIGINAL SHEET NO. 610 FIRST REVISED SHEET NO. 611 ORIGINAL SHEET NOS. 612-624 Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet No. 625 Original Sheet No. 625 : Effective

STORAGE SERVICE AGREEMENT - FIRM (RATE SCHEDULE FS-1) between WILLISTON BASIN INTERSTATE PIPELINE COMPANY and

DATED:

FERC Docket: RP97-410-000

Sheet No. 626 Sheet No. 626: Effective

SHEET NO. 626

IS NOT ISSUED BUT IS
RESERVED FOR FUTURE USE

FERC Docket: RP97-410-000

Fifth Revised Sheet No. 627 Fifth Revised Sheet No. 627: Effective

Superseding: Fourth Revised Sheet No. 627

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

This Service Agreement, made and entered into as of ______, by and between WILLISTON BASIN INTERSTATE PIPELINE COMPANY, hereinafter called "Transporter", and ______, hereinafter called "Shipper".

WHEREAS, Transporter has available firm injection, withdrawal, and storage capabilities at its aggregate storage facilities; and

WHEREAS, Shipper desires firm storage service from Transporter as specified herein, pursuant to Subpart $___$ (B or G) of Part 284 of the FERC's Regulations; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Transporter and Shipper agree as follows:

Transporter agrees to provide firm storage service for Shipper pursuant to Transporter's Rate Schedule FS-1 as specified below.

- 1. Maximum Storage Quantities. The daily Maximum Storage Injection Quantities (MSIQ) of gas which can be injected into storage and the daily Maximum Storage Deliverability Quantities (MSDQ) which can be withdrawn from storage, each as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.47 of the General Terms and Conditions of this Tariff), and up to the Maximum Storage Capacity Quantity (MSCQ) and the maximum Firm Cycle Quantity (FCQ), each as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, which can be injected and/or withdrawn during the injection and/or withdrawal season, respectively, are specified in Exhibit A hereto.
- 2. Authorized Overrun Quantities. Upon request of Shipper and at Transporter's option, Transporter may inject or withdraw quantities of gas for Shipper's account, on any day, in excess of Shipper's MSIQ and/or MSDQ, specified in Exhibit A to this Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be injected or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Third Revised Sheet No. 628 Third Revised Sheet No. 628: Effective

Superseding: Second Revised Sheet No. 628

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

3. Title to any gas stored hereunder resides with Shipper.

- 4. Rate Schedule. Shipper shall each month pay Transporter for storage service rendered hereunder at rates established pursuant to Transporter's Rate Schedule FS-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 5. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FS-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement) all of which are by reference made a part hereof.
- 6. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for storage service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.
- 7. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) $___$.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Third Revised Sheet No. 629 Third Revised Sheet No. 629: Effective

Superseding: Second Revised Sheet No. 629

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

8. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term)—unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, or other applicable authority.

- 9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to effectuate a zero storage balance hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 10. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:
- 11. Injections: The dkt of gas injected into storage under Rate Schedule FS-1 will be based on the quantity of gas delivered to Transporter's aggregate storage facilities. The dry dkt injected into aggregate storage will be calculated using the weighted average of daily measured Btu content at Transporter's aggregate storage facilities.
- 12. Withdrawals: Withdrawals from storage under Rate Schedule FS-1 will be based on the actual dkt withdrawn from aggregate storage. The corresponding Mcf and equivalent dkt volume withdrawn from aggregate storage will be calculated using Shipper's rolling weighted average Btu's of gas in storage at the time of withdrawal.
- 13. Storage Records: A single storage account for each Shipper will be maintained detailing total injections, withdrawals and storage balances in Mcf equivalent dkt and dkt for all gas that is the subject of this Service Agreement.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 630 Fourth Revised Sheet No. 630: Effective

Superseding: Third Revised Sheet No. 630

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter upon twenty-four (24) hours notice to Transporter without the incurrence of withdrawal or injection fees solely as a result of the sale, assignment or transfer, with the prior written consent of Transporter, which consent shall not be unreasonably withheld. such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation. In the event the original Shipper having an executed Interruptible Storage Service Agreement under Rate Schedule IS-1 sells, assigns, or otherwise transfers gas held in storage such acquiring Shipper having an executed Firm Storage Service Agreement under Rate Schedule FS-1, the original Shipper shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth on Sheet Nos. 19 and 20 of Transporter's Tariff.

- 15. This section to be utilized when necessary to specify other operating provisions.
- 16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Second Revised Sheet No. 631 Second Revised Sheet No. 631 : Effective

Superseding: First Revised Sheet No. 631

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

- 17. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

$T \cap$	Shipper:	
T O	DIIITPPET .	

Invoices for Transportation:	
Email:	
Ellall:	
Notices:	
Email:	

To Transporter:

See Rate Schedule FS-1, Subsection 11.1.

19. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 632 Original Sheet No. 632: Effective

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

In Witness Whereof, the Parties hereto have executed this Service Agreement as of the day and year first above written. $\,$

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 11/23/2006 Status: Effective FERC Docket: RP07- 33-000 Sixth Revised Sheet No. 633 Sixth Revised Sheet No. 633 : Effective Superseding: Fifth Revised Sheet No. 633 FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued) EXHIBIT "A" to Rate Schedule FS-1 Firm Storage Service Agreement dated between WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) and _____ (Shipper) Effective date of Exhibit "A"_ Supersedes Exhibit "A" dated Maximum Storage Injection Quantity (Equivalent dkt/d) 3/ April May June July August September _ October Maximum Storage Deliverability Quantity (Equivalent dkt/d) 3/ Maximum Storage Capacity Quantity (Equivalent dkt) Firm Cycle Quantity (Equivalent dkt) Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is ___

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Second Revised Sheet No. 633A Second Revised Sheet No. 633A : Effective

Superseding: First Revised Sheet No. 633A

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

EXHIBIT "A"

Negotiated Rate Agreement: Yes _____ No ____

Storage Service Components	Firm Storage Rates	Rate Effective Begin Date	Rate Effective End Date
Injection Charge (dkt)	1/	2/	2/
Withdrawal Charge (dkt)	1/	2/	2/
Capacity Reservation Charge (Equivalent dkt)	1/	2/	2/
Deliverability Reservation Charge (Equivalent dkt)	1/	2/	2/

- Unless discounted by Transporter pursuant to Section 3.3 of Rate Schedule FS-1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule FS-1 service on file with the FERC, as same may change from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
 Unless otherwise noted, rates will be in effect for the term of the
- 2/ contract.
- 3/ Shipper's quantities shown do not reflect the reimbursement of fuel inkind. In accordance with Transporter's currently effective FERC Gas Tariff, such quantities are subject to being grossed up to reflect the fuel in-kind percentage.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

Original Sheet No. 634 Original Sheet No. 634 : Effective

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FS-1 (Continued)

EXHIBIT "A"

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)		(Shipper)
Ву	Ву	
(Print or type name)		(Print or type name)
(Print or type title)		(Print or type title)

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 635-649 Sheet Nos. 635-649: Effective

SHEET NOS. 635-649

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

ORIGINAL SHEET NO. 635 ORIGINAL SHEET NOS. 636-649 Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet Nos. 636-649 Original Sheet Nos. 636-649 : Effective

SHEET NOS. 636-649 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92-13-004

Original Sheet No. 650 original Sheet No. 650 : Effective

STORAGE SERVICE AGREEMENT - INTERRUPTIBLE (RATE SCHEDULE IS-1) between WILLISTON BASIN INTERSTATE PIPELINE COMPANY and

DATED:

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet No. 651 Sheet No. 651: Effective

SHEET NO. 651

IS NOT ISSUED BUT IS
RESERVED FOR FUTURE USE

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Second Revised Sheet No. 652 Second Revised Sheet No. 652: Effective

Superseding: First Revised Sheet No. 652

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

This Service Agreement, made and entered into as of ______, by and between WILLISTON BASIN INTERSTATE PIPELINE COMPANY, hereinafter called "Transporter", and ______, hereinafter called "Shipper".

WHEREAS, Transporter from time to time has, or anticipates having, available injection, withdrawal, and storage capabilities at its aggregate storage fields to store all or a portion of the gas which Shipper desires to have stored on an interruptible basis; and

WHEREAS, Shipper desires interruptible storage service from Transporter as specified herein pursuant to Subpart _____ (B or G) of Part 284 of the FERC's Regulations; and

WHEREAS.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Transporter and Shipper agree as follows:

Transporter agrees to provide interruptible storage service for Shipper pursuant to Transporter's Rate Schedule IS-1 as specified below.

- 1. The maximum daily interruptible quantity of gas to be injected into storage (Interruptible Injection Quantity), the maximum daily interruptible quantity of gas to be withdrawn from storage (Interruptible Withdrawal Quantity), and the maximum gas inventory to be stored by Transporter on behalf of Shipper (Interruptible Capacity Quantity) are specified in Exhibit A hereto.
- 2. Authorized Overrun Quantities. Upon request of Shipper and at Transporter's option, Transporter may inject or withdraw, on an interruptible basis, quantities of gas for Shipper's account, on any day, in excess of Shipper's Interruptible Injection Quantity and/or Interruptible Withdrawal Quantity as specified in Exhibit "A" to this Service Agreement. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Third Revised Sheet No. 653 Third Revised Sheet No. 653: Effective

Superseding: Second Revised Sheet No. 653

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

3. Title to any gas stored hereunder resides with Shipper.

- 4. Rate Schedule. Shipper shall each month pay Transporter for storage service rendered hereunder at rates established pursuant to Transporter's Rate Schedule IS-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 5. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule IS-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 15 of this Service Agreement) all of which are by reference made a part hereof.
- 6. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for storage service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.
- 7. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) and ending on (specific date or term) and from month to month thereafter. Either Party may terminate this Service Agreement after the primary term upon thirty (30) days written notice to the other Party

Effective Date: 08/01/1998 Status: Effective

FERC Docket: RP98-253-000

Second Revised Sheet No. 654 second Revised Sheet No. 654 : Effective

Superseding: First Revised Sheet No. 654

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, or other applicable authority.

- 8. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to effectuate a zero storage balance hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 9. Cancellation of Prior Contracts. When this Service Agreement becomes effective, it shall supersede and cancel the following contract(s) between the Parties hereto:
- 10. Injections: The dkt of gas injected into storage under Rate Schedule IS-1 will be based on the quantity of gas delivered to Transporter's aggregate storage facilities. The dry dkt injected into aggregate storage will be calculated using the weighted average of daily measured Btu content at Transporter's aggregate storage facilities.
- 11. Withdrawals: Withdrawals from storage under Rate Schedule IS-1 will be based on the actual dkt withdrawn from aggregate storage. The corresponding Mcf volume withdrawn from aggregate storage will be calculated using Shipper's rolling weighted average Btu's of gas in storage at the time of withdrawal.
- 12. Storage Records: A single storage account for each Shipper will be maintained detailing total injections, withdrawals and storage balances in both Mcf and dkt for all gas that is the subject of this Service Agreement.

Effective Date: 08/23/2004 Status: Effective

FERC Docket: RP04-410-000

Fourth Revised Sheet No. 655 Fourth Revised Sheet No. 655: Effective

Superseding: Third Revised Sheet No. 655

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

13. Shipper may sell, assign or otherwise transfer all or any portion $% \left(1\right) =\left(1\right) \left(1\right) +\left(1\right) \left(1\right) \left(1\right) +\left(1\right) \left(1\right)$ of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter upon twenty-four (24) hours notice to Transporter without the incurrence of withdrawal or injection fees solely as a result of the sale, assignment or transfer, with the prior written consent of Transporter, which consent shall not be unreasonably withheld. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stopin-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation. In the event the original Shipper having an executed Interruptible Storage Service Agreement under Rate Schedule IS-1 sells, assigns, or otherwise transfers gas held in storage to such acquiring Shipper having an executed Firm Storage Service Agreement under Rate Schedule FS-1, the original Shipper shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth on Sheet Nos. 19 and 20 of Transporter's Tariff.

- 14. This section to be utilized when necessary to specify other operating provisions.
- 15. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

Second Revised Sheet No. 656 Second Revised Sheet No. 656: Effective

Superseding: First Revised Sheet No. 656

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

- 16. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 17. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

$T \cap$	Shipper:	
T O	DIIITPPET .	

Invoices for Transportation:	
Email:	
Notices:	
Email:	

To Transporter:

See Rate Schedule IS-1, Subsection 10.1.

18. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

Effective Date: 11/01/1993 Status: Effective FERC Docket: RS92- 13-004

 $\textbf{Original Sheet No. 657} \; \texttt{Original Sheet No. 657} \; : \; \; \texttt{Effective}$

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

In Witness Whereof, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP03-286-004

Seventh Revised Sheet No. 658 Seventh Revised Sheet No. 658: Effective

Superseding: Sixth Revised Sheet No. 658

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

EXHIBIT "A"

Rate Schedule IS-1 Interruptible Storage Service Agreement dated between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) and (Shipper)

Effective date of Exhibit "A"	
Supersedes Exhibit "A" dated	
Injection Quantity:	dkt/d
Withdrawal Quantity:	dkt/d
Capacity Quantity:	equivalent dkt
Party on whose behalf transportation service pursuant to Section 311 of the NGPA is	is being provided
Negotiated Rate Agreement: Yes No	

	Interruptible	Rate	Rate
Storage Service	Storage	Effective	Effective
Components	Rate (per dkt)	Begin Date	End Date
Capacity Charge	1/	2/	2/
Injection Charge	1/	2/	2/
Withdrawal Charge	1/	2/	2/

Unless discounted by Transporter pursuant to Section 3.3 of Rate Schedule IS-1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule IS-1 service on file with the FERC, as same may change from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an

Effective Date: 09/01/2003 Status: Suspended

FERC Docket: RP03-286-000

Fourth Revised Sheet No. 658 Fourth Revised Sheet No. 658: Suspended

Superseding: Substitute Third Revised Sheet No. 658

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

EXHIBIT "A"

Rate Schedule IS-1 Interruptible Storage Service Agreement dated ______between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter) and _____ (Shipper)

Effective date of Exhibit "A"

Supersedes Exhibit "A" dated

Injection Quantity: ______ dkt/d

Withdrawal Quantity: ______ dkt/d

Capacity Quantity: ______ equivalent dkt

Party on whose behalf transportation service is being provided pursuant to Section 311 of the NGPA is ______.

Storage Service Components	Interruptible Storage Rate (per dkt)	Rate Effective Begin Date	Rate Effective End Date
Capacity Charge	1/	2/	2/
Injection Charge	1/	2/	2/
Withdrawal Charge	1/	2/	2/

- 1/ Unless discounted by Transporter pursuant to Section 3.3 of Rate Schedule IS-1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule IS-1 service on file with the FERC, as same may change from time to time. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper.
- 2/ Unless otherwise noted, rates will be in effect for the term of the contract.

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

First Revised Sheet No. 658A First Revised Sheet No. 658A: Effective

Superseding: Original Sheet No. 658A

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE IS-1 (Continued)

EXHIBIT "A"

incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper.

 $\ensuremath{\text{2/}}$ Unless otherwise noted, rates will be in effect for the term of the contract.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 08/01/1997 Status: Effective

FERC Docket: RP97-410-000

Sheet Nos. 659-674 Sheet Nos. 659-674: Effective

SHEET NOS. 659-674

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

ORIGINAL SHEET NO. 659 ORIGINAL SHEET NOS. 660-674 Effective Date: 07/29/1996 Status: Effective

FERC Docket: CP96-169-001

First Revised Sheet No. 675 First Revised Sheet No. 675 : Effective

Superseding: Sheet Nos. 675-683

NOTICE OF CANCELLATION FORM OF SERVICE AGREEMENT FOR SERVICE UNDER RATE SCHEDULE S-2

The following tariff sheets have been superseded:

Original Sheet No. 675 Original Sheet No. 676 Original Sheet No. 677 Original Sheet No. 678 Original Sheet No. 679 Original Sheet No. 680 Original Sheet No. 681 Original Sheet No. 682 Original Sheet No. 683 Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-000

 $\textbf{Original Sheet No. 684} \; \texttt{Original Sheet No. 684} \; : \; \; \texttt{Effective}$

PARK AND LOAN SERVICE AGREEMENT - INTERRUPTIBLE (RATE SCHEDULE PAL-1)

between

WILLISTON BASIN INTERSTATE PIPELINE COMPANY

and

DATED:

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-001

Substitute Original Sheet No. 685 Substitute Original Sheet No. 685: Superseded

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

	THIS	SERVICE	AGREEMEN'	r, made	and	entered	into	as	of		,	ρZ
and	between	WILLIST	ON BASIN	INTERS'	TATE	PIPELINE	COME	PANY	, he	ereinafter	called	
"Tra	ansporte	r," and					,	he:	reir	nafter cal	led	
"Shi	lpper."	_										

WHEREAS, Shipper desires interruptible park and loan (PAL) service from Transporter pursuant to Subpart _____ (B or G) of Part 284 of the FERC Regulations at a designated PAL point specified herein up to the receipt and delivery limits specified below; and

WHEREAS,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

- 1. Service hereunder shall be on an interruptible basis up to the Total Park and/or Loan Quantities and the point specific park and/or loan quantities specified in Exhibit A hereto.
- 2. Interruption. Service rendered hereunder shall be subject to curtailment or interruption when, in Transporter's reasonable discretion and in accordance with established priorities, such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system, or is otherwise necessary to provide authorized firm and/or interruptible service.
- 3. Notification. Upon notification by Transporter, Shipper(s) shall be required to suspend and/or reduce quantities for parking and/or loaned gas quantities, and/or Shipper shall be required to remove parked quantities and/or return loaned quantities.
 - 3.1 Transporter shall notify Shipper(s) via telephone, facsimile, electronic mail messaging, or by posting on its Website.
 - 3.2 Transporter's notification shall specify the timeframe to remove and/or return such gas quantities. Unless otherwise mutually agreed, the specified timeframe to remove or return such gas quantities shall be three (3) days from the time of Transporter's notification.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Second Revised Sheet No. 686 second Revised Sheet No. 686: Effective

Superseding: First Revised Sheet No. 686

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

3.3 Should Shipper fail to comply with such notification, such applicable gas quantities shall be cleared pursuant to the provisions of Subsection 2.3.3 of Rate Schedule PAL-1.

- 4. Points of Park and Loan. Shipper agrees to tender gas for parking; Transporter agrees to tender gas for loan. Transporter further agrees, on an interruptible basis, to accept receipt quantities or provide delivery quantities (up to the Quantity) at the PAL point(s) on Transporter's transmission system identified in Exhibit "A", attached hereto and made a part hereof. Transporter agrees, on an interruptible basis, to redeliver parked quantities to Shipper at the same PAL point(s). Shipper agrees to deliver loaned quantities to Transporter at the same PAL point(s).
- 5. Rate Schedule. Shipper shall each month pay Transporter for service rendered at rates established pursuant to Transporter's Rate Schedule PAL-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff.
- 6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule PAL-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 12 of this Service Agreement), all of which are by reference made a part hereof.
- 7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for service hereunder shall be as listed on Exhibit "A" which is attached hereto and made a part hereof.

Effective Date: 08/04/2006 Status: Effective

FERC Docket: RP06-427-000

Original Sheet No. 686A Original Sheet No. 686A: Effective

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

8. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) ______ and ending on (specific date or term) _____ and from month to month thereafter. Either Party may terminate this Service Agreement after the primary term upon thirty (30) days written notice to the other Party pursuant to the provisions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 or other applicable authority.

Effective Date: 11/23/2006 Status: Effective

FERC Docket: RP07- 33-000

First Revised Sheet No. 687 First Revised Sheet No. 687: Effective

Superseding: Substitute Original Sheet No. 687

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

- 9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct any quantity balances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.
- 10. Daily Nominations. Unless otherwise agreed, Shipper shall make daily nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1. Transporter is not responsible for assuring that the nominated quantities are actually tendered or that calculations of parked quantities and loaned quantities developed for or by Shipper are correct.
- 11. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at a PAL point(s).
- 12. This section to be utilized when necessary to specify other operating provisions.
- 13. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement, as specified below:
- 14. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.
- 15. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 19 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

	Invoices for Transportation:	:
	Email:	
	Notices:	
	Email:	
То	Transporter:	

See Rate Schedule PAL-1, Subsection 8.1.

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-001

Substitute Original Sheet No. 688 Substitute Original Sheet No. 688: Superseded

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

16. Third-Party Operating Notices. Either Party may notify the other in writing of the address of the person or persons who shall have authority to act for such Party in connection with the operation of pipelines, facilities, and wells or for purposes of nominations in connection with this Service Agreement, and operating notices shall thereafter be served upon such person or persons. Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Service Agreement as of the day and year first above written.

VILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)	(Shipper)
Зу	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 05/11/2009 Status: Effective

Points

FERC Docket: RP09-506-000

Points

Second Revised Sheet No. 689 Second Revised Sheet No. 689

Superseding: First Revised Sheet No. 689

FORM OF SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

EXHIBIT "A"

				Service Agreement
		ated		
	WILLISTON BASIN	INTERSTATE PI	PELINE COMPAN	Y (Transporter)
	and			(Shinner)
	ana			(Shipper)
Effective	date of Exhibit "	A"		
Supersedes	s Exhibit "A" date	d		
-				
Total Dari	r/Toon Ouentitus		٦	le+
IOLAI PALI	k/Loan Quantity:		a	KL
Associated	d Transportation C	ontract #:		
Associated	d Storage Contract	#:		
	1 50 . 1	37 33		
Negotiated	d Rate Agreement:	res N	0	
			Rate	Rate
1/	1/		Effective	
,				
	Point(s)			
of Receipt	t of Delivery	Rate	Date	Date
All ORA	All OBA	2/	3/	3 /
TITT ODG	1111 ODA	2/	J/	J /

- 1/ Legal description, pressures and type of monitoring for each point may be obtained from the Master Receipt/Delivery Point List provided by Transporter via the Company's Interactive Website.
- 2/ Unless discounted by Transporter pursuant to Section 3.3 of Rate Schedule PAL-1 and Subsection 7.9 of the General Terms of Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule PAL-1 service on file with the FERC, as same may change from time to time. Such rates shall not be applicable to service provided pursuant to Section 51 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific parked and/or loaned quantity and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; and/or (2) for a specifically defined period. A discount agreement which provides for an agreed discount as to a

Effective Date: 05/01/2003 Status: Effective

FERC Docket: RP03-323-000

First Revised Sheet No. 690 First Revised Sheet No. 690: Effective Superseding: Substitute Original Sheet No. 690

FORM OF SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE PAL-1 (Continued)

EXHIBIT "A"

specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume $\,$ will be priced at a mutually agreeable price between Transporter and $% \left(1\right) =\left(1\right) \left(1\right$ Shipper.

3/ Unless otherwise noted, rates will be in effect for the term of the contract.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY	
(Transporter)	(Shipper)
Ву	Ву
(Print or type name)	(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 05/01/2001 Status: Effective

FERC Docket: RP01-314-000

Sheet Nos. 691 - 723 Sheet Nos. 691 - 723 : Effective

SHEET NOS. 691 - 723

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Effective Date: 03/01/2009 Status: Suspended

FERC Docket: RP09-412-001

Sub Fifteenth Revised Sheet No. 724 Sub Fifteenth Revised Sheet No. 724

Superseding: Fourteenth Revised Sheet No. 724

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
(ALL RATES ARE STATED IN CENTS PER DEKATHERM
OR EQUIVALENT DEKATHERM AS INDICATED)

Shipper	Rate Schedule	Agreement Effective Date	Agreement Termination Date	Unit	Base Tariff Rate	ACA Surcharge A/B/
Northern States Power Company	FT-1 (Non- Conforming)	5-5-2006	10-31-2012	* * *	1317.171 N.A.	N.A. 0.170
Tharaldson Ethanol Plant I, LLC	FT-1 (Sheyenne Expansion) (Non-Conform	C/	11-16-2024	* *	1213.808 N.A.	N.A. 0.170

^{*} Rate per Eqv. Dkt per month

- A/ Shipper must reimburse Transporter in-kind for transportation fuel use, lost and unaccounted for gas. The applicable percentage is 2.978%, consisting of 2.851% for the current percentage and 0.127% for the deferral percentage. This percentage shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- B/ Shipper must reimburse Transporter for electric power used for transportation. The applicable rate is 0.646 cents, consisting of 0.721 cents for the current rate and (0.075) cents for the deferral rate. This rate shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- C/ Effective the later of 11-17-2008 or the date on which the Sheyenne Expansion facilities are placed in service.

^{**} Rate per Dkt

Effective Date: 04/01/2009 Status: Suspended

FERC Docket: RP09-412-001

Sub Sixteenth Revised Sheet No. 724 Sub Sixteenth Revised Sheet No. 724

Superseding: Sixteenth Revised Sheet No. 724

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
(ALL RATES ARE STATED IN CENTS PER DEKATHERM
OR EQUIVALENT DEKATHERM AS INDICATED)

Shipper	Rate Schedule	Agreement Effective Date	Agreement Termination Date	Unit	Base Tariff Rate	ACA Surcharge A/B/
Northern States Power Company	FT-1 (Non- Conforming)	5-5-2006	10-31-2012	* * *	1317.171 N.A.	N.A. 0.170
Tharaldson Ethanol Plant I, LLC	FT-1 (Sheyenne Expansion) (Non-Conform	C/	11-16-2024	* *	1213.808 N.A.	N.A. 0.170

^{*} Rate per Eqv. Dkt per month

- A/ Shipper must reimburse Transporter in-kind for transportation fuel use, lost and unaccounted for gas. The applicable percentage is 2.262%, consisting of 2.175% for the current percentage and 0.087% for the deferral percentage. This percentage shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- B/ Shipper must reimburse Transporter for electric power used for transportation. The applicable rate is 0.241 cents, consisting of 0.241 cents for the current rate and 0.000 cents for the deferral rate. This rate shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- C/ Effective the later of 11-17-2008 or the date on which the Sheyenne Expansion facilities are placed in service.

^{**} Rate per Dkt

Effective Date: 10/01/2010 Status: Effective

FERC Docket: RP10-1140-000

Twentieth Revised Sheet No. 724 Twentieth Revised Sheet No. 724

Superseding: Nineteenth Revised Sheet No. 724

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
(ALL RATES ARE STATED IN CENTS PER DEKATHERM
OR EQUIVALENT DEKATHERM AS INDICATED)

Shipper	Rate Schedule	Agreement Effective Date	Agreement Termination Date	Unit	Base Tariff Rate 	ACA Surcharge A/B/
Northern States Power Company	FT-1 (Non- Conforming)	5-5-2006	10-31-2012	* * *	1316.373 N.A.	N.A. 0.190
Tharaldson Ethanol Plant I, LLC	FT-1 (Sheyenne Expansion) (Non-Conform	C/	11-16-2024	* * *	1213.808 N.A.	N.A. 0.190

^{*} Rate per Eqv. Dkt per month

- A/ Shipper must reimburse Transporter in-kind for transportation fuel use, lost and unaccounted for gas. The applicable percentage is 2.153%, consisting of 2.614% for the current percentage and (0.461)% for the deferral percentage. This percentage shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- B/ Shipper must reimburse Transporter for electric power used for transportation. The applicable rate is 0.818 cents, consisting of 0.830 cents for the current rate and (0.012) cents for the deferral rate. This rate shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- C/ Effective the later of 11-17-2008 or the date on which the Sheyenne Expansion facilities are placed in service.

^{**} Rate per Dkt

Effective Date: 12/31/9999 Status: Accepted

FERC Docket: RP03-323-014

Fourteenth Revised Sheet No. 724 Fourteenth Revised Sheet No. 724

Superseding: Thirteenth Revised Sheet No. 724

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
(ALL RATES ARE STATED IN CENTS PER DEKATHERM
OR EQUIVALENT DEKATHERM AS INDICATED)

Shipper	Rate Schedule	Agreement Effective Date	Agreement Termination Date	Unit	Base Tariff Rate	ACA Surcharge A/B/
Northern States Power Company	FT-1 (Non-Conforming)	5-5-2006	10-31-2012	* * *	1263.753 N.A.	N.A. 0.170
Tharaldson Ethanol Plant I, LLC	FT-1 (Sheyenne Expansion) (Non-Conform	C/	11-16-2024	* * *	1213.808 N.A.	N.A. 0.170

^{*} Rate per Eqv. Dkt per month

- A/ Shipper must reimburse Transporter in-kind for transportation fuel use, lost and unaccounted for gas. The applicable percentage is 2.978%, consisting of 2.851% for the current percentage and 0.127% for the deferral percentage. This percentage shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- B/ Shipper must reimburse Transporter for electric power used for transportation. The applicable rate is 0.646 cents, consisting of 0.721 cents for the current rate and (0.075) cents for the deferral rate. This rate shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- C/ Effective the later of 11-17-2008 or the date on which the Sheyenne Expansion facilities are placed in service.

^{**} Rate per Dkt

FERC Docket: RP09-506-000

Second Revised Sheet No. 725 Second Revised Sheet No. 725 Superseding: Sheet Nos. 725 Through 731

NOTICE OF CANCELLATION

OF

SHEET NOS. 725-731

THE FOLLOWING SHEETS HAVE BEEN SUPERSEDED:

FIRST REVISED SHEET NO. 725 FIRST REVISED SHEET NO. 726 THIRD REVISED SHEET NO. 727
FIRST REVISED SHEET NO. 728
SECOND REVISED SHEET NO. 729
SECOND REVISED SHEET NO. 730
SECOND REVISED SHEET NO. 731

FERC Docket: RP98-253-000

First Revised Sheet No. 726 First Revised Sheet No. 726: Effective

Superseding: Original Sheet No. 726

OPERATIONAL BALANCING AGREEMENT (Continued)

ARTICLE II

IDENTIFICATION, ELIMINATION OF IMBALANCES

2.1 The Parties agree to communicate by a mutually agreeable method the confirmed nominations for the gas to be received and/or delivered at each POI each day. Such confirmed nominations shall represent the aggregate of nominations made by third parties in conformance with the provisions of Williston Basin's and

______'s Service Agreements and scheduled by Williston Basin and ______ for receipts and/or deliveries at the POI(s).

- 2.2 The Parties agree to make a reasonable effort on a daily basis to maintain the actual quantity flowing through the POI(s) at a level equal to the aggregate of the confirmed receipt and/or delivery nominations.
- 2.3 The Party operating the measurement equipment (measuring Party) shall, as soon as possible, but not later than the 10th day of the month following the month of service, notify the other Party of the actual quantities received and/or delivered at the POI(s) that month. Any difference between the confirmed nominations for the month and actual receipts and/or deliveries for that month related to each Party's Service Agreements under which receipts and/or deliveries are scheduled at each POI (in dkt) shall be deemed to be the Monthly Imbalance Quantity as between the Parties at that POI.
- 2.4 The measuring Party operating the measurement equipment at each POI shall issue a statement reflecting the Monthly Imbalance Quantities for each POI as defined in Paragraph 2.3 and the Cumulative Imbalance Quantity for each month by the last business day of the following month. Such statement shall be mailed to the address reflected in Article VI herein.
- 2.5 Each month, the Monthly Imbalance Quantity at each POI will be aggregated and accumulated with all previous Monthly Imbalance Quantities at each POI, if any, including Monthly Imbalance Quantities at each POI as of the effective date hereof, to determine the Cumulative Imbalance Quantity for each POI. Such Monthly Imbalance Quantities shall be aggregated and reported separately for each POI.
- 2.6 The Parties agree to deliver and/or receive quantities, designated as balancing quantities, in excess of or less than the current confirmed nominations at the POI(s) so that the Cumulative Imbalance Quantity is eliminated as soon as is operationally feasible, but in no event later than 60 days following the determination of any Cumulative Imbalance Quantity.

FERC Docket: RP06-427-000

Third Revised Sheet No. 727 Third Revised Sheet No. 727: Effective Superseding: Substitute Second Revised Sheet No. 727

OPERATIONAL BALANCING AGREEMENT (Continued)

- 2.7 In the event that a capacity constraint occurs on either of the interconnecting Party's systems which results in interruption of receipts and/or deliveries through the POI(s), the Party on whose system the constraint has occurred shall determine the necessary reallocation of quantities among the confirmed nominations under the Service Agreements authorized at the POI(s) or shall request such reallocation be made by the other Party. Such reallocation shall be made and reported on the day that the constraint occurs. Any such change in allocation shall be confirmed in writing pursuant to the provisions of Subsection 2.1 above. If the constraint occurs at a POI, the Party which owns the meter at the POI shall be deemed to have the constraint on its system.
- 2.8 All quantities of gas hereunder shall be reported in dkt's as defined in Subsection 1.7 of the General Terms and Conditions of Williston Basin's FERC Gas Tariff, Second Revised Volume No. 1. Any gas received and/or delivered to correct a Cumulative Imbalance Quantity shall be credited to the Cumulative Imbalance Quantity after converting the volume of such gas to its dkt value using the current month's Btu content at the POI. Measurement of gas and computations for all purposes hereunder shall be in accordance with the provisions set forth in the then effective FERC Gas Tariff of Williston Basin where Williston Basin is the measuring Party, or of the ______ where _____ is the measuring Party.

ARTICLE III APPLICABLE RATES AND CHARGES

- 3.1 This Agreement shall not be construed to provide for any gathering, transportation, storage, exchange, or physical service by either Party. Any such services shall be by separate agreement(s), which shall not be altered in any manner by the provisions herein.
- $3.2\,\,\,\,\,\,\,\,\,\,\,$ As no service is being provided hereunder, no rates, charges, or fees are to be assessed by either Party to the other in connection with this Agreement.

ARTICLE IV

4.1 Effective Date - This Agreement shall become effective on (specific date or triggering event) $___$.

FERC Docket: RP98-253-000

First Revised Sheet No. 728 First Revised Sheet No. 728: Effective Superseding: Original Sheet No. 728

OPERATIONAL BALANCING AGREEMENT (Continued)

4.2 Termination Date - This Agreement shall continue in full force and effect until canceled effective the first day of any month by either Party upon 30 days prior written notice.

4.3 Termination Obligations - Termination of this Agreement shall not relieve the Parties of the obligation to eliminate any Cumulative Imbalance Quantity existing on the date of termination. Any such quantity shall be corrected as soon as possible but no later than 60 days after termination.

ARTICLE V OTHER OPERATING PROVISIONS

- 5.1 Daily Nominations Unless otherwise agreed, the Party owing gas under this Agreement shall make daily nominations by telephone or facsimile to the other Party to verify deliveries of the Cumulative Imbalance Quantity makeup gas to be tendered at the POI(s) for the next day. Nominations shall include both anticipated volumes and thermal content at the POI(s). Such nominations shall be confirmed by a mutually agreeable method.
- 5.2 Operational Integrity Nothing in Article II shall limit either Party's right to take action as may be required to adjust receipts and/or deliveries of gas in order to alleviate conditions which may threaten the integrity of its system.

ARTICLE VI

6.1 Notices and Statements - Any notice or statement provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

FERC Docket: RP01-446-000

Second Revised Sheet No. 729 Second Revised Sheet No. 729: Effective

Superseding: First Revised Sheet No. 729

OPERATIONAL BALANCING AGREEMENT (Continued)

To Williston Basin:

All Notices and Statements:

Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601

1250 West Century Avenue Bismarck, ND 58503 Delivery:

To	 _:

ARTICLE VII MISCELLANEOUS

- Headings The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- Governmental Regulation This Agreement is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in this Agreement shall continue in effect.

ARTICLE VIII ASSIGNMENT

8.1 Assignment - This Agreement may not be assigned by either of the Parties without first obtaining the written consent of the other Party, $\,$ provided that such consent shall not be unreasonably withheld.

Effective Date: 06/02/2006 Status: Effective

FERC Docket: RP06-344-000			
Second Revised Sheet No. 731 Second Revised Sheet No. 731: Effective Superseding: First Revised Sheet No. 731 OPERATIONAL BALANCING AGREEMENT (Continued)			
EXHIBIT "A"			
to			
OPERATIONAL BALANCING AGREEMENT			
between			
WILLISTON BASIN INTERSTATE PIPELINE COMPANY			
and			
Effective date of Exhibit "A": Supersedes Exhibit "A" dated:			
Points of Interconnection:			
 (Name of Interconnect) (Legal Location) (County, State) (Identification Number/Location Number) (Measuring Party) (Receiving Party) (Delivering Party) 			
WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Transporter)			
By			
(Print or type name) (Print or type name)			
(Print or type title) (Print or type title)			

Effective Date: 10/01/1998 Status: Effective FERC Docket: RP98- 76-003

Revised Sheet Nos. 732-735 Revised Sheet Nos. 732-735 : Effective

SHEET NOS. 732-735 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE

FERC Docket: RP09-506-000

Fifth Revised Sheet No. 736 Fifth Revised Sheet No. 736 Superseding: Sheet Nos. 736 Through 743

NOTICE OF CANCELLATION

OF

SHEET NOS. 736 - 743

THE FOLLOWING TARIFF SHEETS HAVE BEEN SUPERSEDED:

FOURTH REVISED SHEET NO. 736 SECOND REVISED SHEET NO. 737 FIFTH REVISED SHEET NO. 738 THIRD REVISED SHEET NO. 739 THIRD REVISED SHEET NO. 740 THIRD REVISED SHEET NO. 740A FOURTH REVISED SHEET NO. 741 THIRD REVISED SHEET NO. 742 THIRD REVISED SHEET NO. 743

FERC Docket: RP98- 76-002

Second Revised Sheet No. 737 Second Revised Sheet No. 737: Effective

Superseding: Sheet No. 737

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

all Shipper(s) at the POR in conformance with the provisions of Williston Basin's Service Agreements and scheduled by Williston Basin

for receipt at the POR. , which has executed this Receipt Point Operational Balancing Agreement (ROBA), agrees to keep all Shippers at such POR whole to scheduled nominations and will be responsible for all differences between actual receipts and scheduled receipt nominations.

- 2.2 The Parties agree to make a reasonable effort on a daily basis to maintain the actual quantity flowing through the POR at a level equal to the aggregate of the scheduled receipt nominations.
- 2.3 Transporter shall determine the difference between the actual receipt quantities at the POR for the month and the scheduled receipt quantities at the POR for the month. Such imbalance shall be accumulated with all previous monthly imbalances to determine the Cumulative Imbalance Quantity (CIQ) at month-end at the POR. Transporter shall, on or before the 9th business day of the month following the month of service, notify Controlling Party of the actual quantities received during the prior month and the CIQ at such prior month-end at the POR.
- 2.4 Controlling Party agrees to deliver to Transporter quantities, designated as balancing quantities, in excess of or less than the current scheduled nominations at each POR so that the CIQ is eliminated as soon as is operationally feasible.
- 2.5 All quantities of gas hereunder shall be reported in dekatherms as defined in Subsection 1.7 of the General Terms and Conditions of this Tariff. Measurement of gas and computations for all purposes hereunder shall be in accordance with the provisions set forth in the then effective FERC Gas Tariff of Transporter.

ARTICLE III APPLICABLE RATES AND CHARGES

 $3.1\,$ This Agreement shall not be construed to provide for any gathering, transportation, storage, exchange, or physical service by either Party. Any such services shall be by separate agreement(s), which shall not be altered in any manner by the provisions herein.

FERC Docket: RP06-427-000

Fifth Revised Sheet No. 738 Fifth Revised Sheet No. 738: Effective

Superseding: Fourth Revised Sheet No. 738

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

3.2 Upon termination of this Agreement by either Transporter or Controlling Party, Transporter will utilize an imbalance resolution procedure in accordance with Article V of this ROBA.

ARTICLE IV TERM

4.1 Term of Agreement - This Agreement shall become effective on (specific date or triggering event) _____ and continue in full force and effect for a primary period of one year, and from month to month thereafter. Either party may terminate this Service Agreement after the primary term in accordance with Article V.

ARTICLE V TERMINATION

- 5.1 If the CIQ month-end tolerance level, as specified in Exhibit A to this ROBA, is exceeded at a POR for two consecutive months, the ROBA shall be immediately terminated by Transporter. Transporter will notify the Controlling Party of such termination on the same day by telephone, electronic communication mechanism or facsimile, with written notification to follow within 24 hours. The CIQ tolerance level shall consist of the greater of the average actual daily receipt volume at the POR for the most recent twelvemonth period ending one month prior to the effective date of this ROBA or 1,000 dkt and shall apply to both positive and negative cumulative imbalances. This CIQ tolerance level may be amended on a prospective basis on May 1 of each year, or at any time if operating conditions warrant, by either Transporter or the Controlling Party. Such amended CIQ tolerance level must be acceptable to Transporter. Transporter may, in the exercise of its reasonable discretion and on a non-discriminatory basis, waive the immediate termination of this ROBA if the CIQ level is exceeded for two consecutive months.
- 5.2 If Transporter determines that force majeure, allocation, interruption or any other condition or circumstance has arisen on any line section and/or subsystem which restricts Transporter's ability to continue the ROBA, Transporter will notify the affected Controlling Party by telephone, electronic communication mechanism or facsimile, with written notification to follow within 24 hours. In instances of allocation, Transporter shall notify the Controlling Party in

FERC Docket: RP03-527-000

Third Revised Sheet No. 739 Third Revised Sheet No. 739: Effective

Superseding: Second Revised Sheet No. 739

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

accordance with the timelines defined in Section 9 of the General Terms and Conditions of Transporter's Tariff. In instances of force majeure or interruption, Transporter shall notify the Controlling Party as soon as possible after obtaining knowledge of such event. After such notification, the daily imbalance tolerance on any gas day shall not exceed the greater of 200 dkt or 10% of the total remaining scheduled volumes for such gas day at the POR. The imposition of the greater of 200 dkt or 10% daily tolerance shall remain in effect for each consecutive gas day until Transporter notifies Controlling Party that the event has ended. If the greater of 200 dkt or 10% daily tolerance is exceeded at such POR on any three consecutive gas days, upon notification by Transporter of such tolerance being exceeded, the ROBA will be immediately terminated by Transporter. Transporter will notify the Controlling Party of such termination by telephone, electronic communication mechanism or facsimile, with written notification to follow within 24 hours. Transporter may, in the exercise of its reasonable discretion and on a nondiscriminatory basis, waive the imposition of the greater of 200 dkt or 10% daily tolerance to overdeliveries at the POR during delivery allocation or interruption or to underdeliveries at the POR during receipt allocation or interruption.

- 5.3 Regardless of the conditions set forth in Sections 5.1 and 5.2 above, either Party may terminate this agreement upon the giving of at least 24 hours notice to the other Party by telephone, electronic communication mechanism or facsimile. Written notification must follow any such termination notification within 24 hours.
- 5.4 If a ROBA is terminated by either Transporter or the Controlling Party, the Controlling Party cannot request a new ROBA with Transporter until the 120th day from the date of termination. Transporter may, in the exercise of its reasonable discretion and on a non-discriminatory basis, waive the 120 day requirement and reduce it to a 30 day requirement. However, Transporter will be under no obligation to enter into a new ROBA with a Controlling Party that has been previously terminated and may refuse such request so long as such refusal is made on a non-discriminatory basis.
- $5.5\,$ Termination Obligations Termination of this Agreement shall not relieve the Parties of the obligation to eliminate any CIQ existing on the date of termination. The Controlling Party shall have a 30-day correction period starting from the date of termination of the ROBA in which to resolve the disposition of any such CIQ. To

FERC Docket: RP03-527-000

Third Revised Sheet No. 740 Third Revised Sheet No. 740: Effective

Superseding: Second Revised Sheet No. 740

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

correct any CIQ during such 30-day period, Controlling Party will be required to use a currently effective Rate Schedule FT-1 or IT-1 Service Agreement. The terms, conditions and rates for such transportation service shall be subject to the provisions of the Rate Schedules and applicable provisions of the General Terms and Conditions of Transporter's Tariff. If the CIQ is not resolved during this 30-day period, Transporter and Controlling Party shall be required to cash-out any remaining CIQ. For any "positive" remaining CIQ, where the Controlling Party has delivered more gas at the POR than was scheduled, Transporter and Controlling Party shall utilize a cash-out procedure whereby the CIQ at the time of termination will be divided by the total scheduled receipts under the ROBA for the 30 days immediately preceding the date of termination in order to determine the applicable percentage of "Excess Receipts". For any "negative" remaining CIQ, where the Controlling Party has delivered less gas at the POR than was scheduled, Transporter and Controlling Party shall utilize a cash-out procedure whereby the CIQ at the time of termination will be divided by the total actual receipts under the ROBA for the 30 days immediately preceding the date of termination in order to determine the applicable percentage of "Deficient Receipts". The Index Price Multiplier applicable to the resulting percentage as shown below will be multiplied by the applicable Index Price described below and such price will be applied to any CTQ remaining at the end of the 30-day correction period. The resulting dollars will be paid by Transporter to Controlling Party for any positive CIQ or by Controlling Party to Transporter for any negative remaining CIQ.

% Excess/Deficient Receipts	Excess Receipts Index Price Multiplier	Deficient Receipts Index Price Multiplier
0 to 4%	100%	100%
4 to 10%	80%	120%
10 to 15%	70%	130%
15 to 20%	60%	140%
Over 20%	50%	150%

FERC Docket: RP09-356-001

Substitute Fourth Revised Sheet No. 740A Substitute Fourth Revised Sheet No. 740A

Superseding: Fourth Revised Sheet No. 740A

RECEIPT POINT OPERATIONAL BALANCING AGREEMENT (Continued)

The Index Price shall be derived from the Daily Price Survey, Midpoint index price, published in Platt's "Gas Daily" for either Colorado Interstate Gas Company (CIG-N.syst.) or Northern Natural Gas Company (Ventura) index, during the month following the month of termination. For excess receipt(s), the applicable index price shall be the lowest daily price during the month following the month of termination for either the CIG-N.syst. or the Ventura index. For deficient receipts, the applicable index price shall be the highest daily price during the month following the month of termination for either the CIG-N.syst. or the Ventura index. All net cash-out revenues from any remaining CIQ will be treated in accordance with the crediting of cash-out revenue procedure defined in Section 15 of the General Terms and Conditions of Transporter's Tariff.

5.6 Transporter shall maintain a record of all waivers granted to an affiliate regarding the Receipt Point Operational Balancing Agreement, as set forth in Sections 1.1, 5.1, 5.2 and 5.4. Such record shall be posted on Transporter's Website. Transporter shall also maintain a record of the identity of any Controlling Party who was refused a new ROBA and the basis for Transporter's refusal. Such records shall be available for public inspection at Transporter's office during normal business hours.

ARTICLE VI OTHER OPERATING PROVISIONS

6.1 Operational Integrity - Nothing in this Agreement shall limit Transporter's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which may threaten the integrity of its system.

ARTICLE VII NOTICES

7.1 Notices and Statements - Any notice or statement provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

FERC Docket: RP01-446-000

Fourth Revised Sheet No. 741 Fourth Revised Sheet No. 741: Effective

Superseding: Third Revised Sheet No. 741

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

To Williston Basin:

All Notices and Statements:

Williston Basin Interstate Pipeline Company

Attention: Contracts

Mail: P.O. Box 5601

Bismarck, North Dakota 58506-5601 : 1250 West Century Avenue

Delivery: 1250 West Century Avenue Bismarck, ND 58503

____: ____:

ARTICLE VIII MISCELLANEOUS

- $8.1\,$ Headings The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 8.2 Governmental Regulation This Agreement is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in this Agreement shall continue in effect.

ARTICLE IX ASSIGNMENT

9.1 Assignment - This Agreement may not be assigned by either of the Parties without first obtaining the written consent of the other Party, provided that such consent shall not be unreasonably withheld.

FERC Docket: RP01-446-000

Third Revised Sheet No. 742 Third Revised Sheet No. 742 : Effective Superseding: Second Revised Sheet No. 742

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

WILLISTON BASIN INTERSTATE PIPELINE COMPANY (Controlling Party) (Transporter)

FERC Docket: RP01-446-000

Third Revised Sheet No. 743 Third Revised Sheet No. 743: Effective Superseding: Second Revised Sheet No. 743

RECEIPT POINT

OPERATIONAL BALANCING AGREEMENT (Continued)

EXHIBIT "A"

to

RECEIPT POINT OPERATIONAL BALANCING AGREEMENT DATED_____

between

WILLISTON BASIN INT	TERSTATE PIPELINE COMPANY
	and
Effective date of Exhibit "A" Supersedes Exhibit "A" dated	
1	Point of Receipt
	Legal Description
	County
	State
	Identification Number/Location Number
2.	Cumulative Imbalance Quantity Month-end Tolerance Level in dkt
Williston Basin Interstate Pipeline Company (Transporter)	(Controlling Party)
By:(Print or type name)	By:(Print or type name)
(Print or type title)	(Print or type title)

Effective Date: 10/01/1998 Status: Effective FERC Docket: RP98- 76-003

Revised Sheet Nos. 744-749 Revised Sheet Nos. 744-749 : Effective

SHEET NOS. 744-749

ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE

FERC Docket: RP09-506-000

Sixth Revised Sheet No. 750 Sixth Revised Sheet No. 750 Superseding: Sheet Nos. 750 Through 765

NOTICE OF CANCELLATION

OF

SHEET NOS. 750 - 765

THE FOLLOWING TARIFF SHEETS HAVE BEEN SUPERSEDED:

FIFTH REVISED SHEET NO. 750 SECOND REVISED SHEET NO. 751 THIRD REVISED SHEET NO. 752 SECOND REVISED SHEET NO. 753 SECOND REVISED SHEET NO. 754 SECOND REVISED SHEET NO. 755 THIRD REVISED SHEET NO. 756 THIRD REVISED SHEET NO. 757 SECOND REVISED SHEET NO. 758 SECOND REVISED SHEET NO. 759 SECOND REVISED SHEET NO. 760 SECOND REVISED SHEET NO. 761 SECOND REVISED SHEET NO. 762 THIRD REVISED SHEET NO. 763 SECOND REVISED SHEET NO. 764 THIRD REVISED SHEET NO. 765

FERC Docket: RP99-230-000

Second Revised Sheet No. 751 second Revised Sheet No. 751 : Effective

Superseding: First Revised Sheet No. 751

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (Continued)

of data which is not a Document, a Functional Acknowledgement, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Exhibit(s). The Exhibit(s) to this Agreement is(are) attached hereto. Any modification of the provisions contained in the body of this Agreement will be effective as set forth in the Exhibit(s).

1.2 Third Party Service Providers

- 1.2.1 Data Communications will be transmitted electronically to each party as specified in the Exhibit(s), either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.
- 1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the $\operatorname{Exhibit}(s)$. Each party shall be responsible for services needed to carry out its responsibilities under this agreement.
- 1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.
- 1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

FERC Docket: RP02-483-000

Third Revised Sheet No. 752 Third Revised Sheet No. 752: Effective

Superseding: Second Revised Sheet No. 752

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT(Continued)

1.4 Security Procedures

- 1.4.1 Each party shall use those security procedures specified in the North American Energy Standards Board ("NAESB") standards and the Exhibit(s). The manner in which public encryption keys are to be changed and/or exchanged will be specified in the Exhibit(s).
- 1.4.2 Securely Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit(s). However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.
- 1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature"). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the Exhibit(s), as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

FERC Docket: RP99-230-000

Second Revised Sheet No. 753 second Revised Sheet No. 753 : Effective

Superseding: First Revised Sheet No. 753

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (Continued)

- 2.1.2 The "Receipt Computer" shall be defined in the Exhibit(s) as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in the Exhibit(s) as the receiving party's URL provided by the receiving party's Provider.
- 2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.
- 2.3 Functional Acknowledgement and Response Document
- 2.3.1 For the purposes of this Agreement, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.
- 2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

FERC Docket: RP99-230-000

Second Revised Sheet No. 754 : Effective

Superseding: First Revised Sheet No. 754 ELECTRONIC DATA INTERCHANGE

TRADING PARTNER AGREEMENT (Continued)

- 2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgement, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.
- 2.3.4 By mutual agreement, the parties may designate in the Exhibit(s) a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.
- 2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.
- 2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.
- 2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding Functional Acknowledgment or Response Document within the time frame indicated in the Exhibit(s), the sending party shall retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

FERC Docket: RP99-230-000

Second Revised Sheet No. 755 Second Revised Sheet No. 755: Effective

Superseding: First Revised Sheet No. 755

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (Continued)

TRADING PARTNER AGREEMENT (CONTINUED

Section 3. Terms

- 3.1. Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreements, the terms and conditions of the underlying agreement(s) shall control.
- 3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:
- [A] those terms and conditions, including any terms for payment, included in the Exhibit(s); and
- [B] such additional terms and conditions as may be determined in accordance with applicable law.
- 3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications under this Agreement are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.
- 3.4. Confidential. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit(s), by written agreement between the parties, or by applicable law.

FERC Docket: RP01-446-000

Third Revised Sheet No. 756 Third Revised Sheet No. 756: Effective

Superseding: Second Revised Sheet No. 756

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (Continued)

3.5. Validity: Enforceability

- 3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.
- 3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

FERC Docket: RP01-446-000

Third Revised Sheet No. 757 Third Revised Sheet No. 757: Effective

Superseding: Second Revised Sheet No. 757

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (Continued)

Section 4. Miscellaneous

- 4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.3 Entire Agreement. This Agreement and the Exhibit(s) constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement.
- 4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the

FERC Docket: RP99-230-000

Second Revised Sheet No. 758 second Revised Sheet No. 758 : Effective

Superseding: First Revised Sheet No. 758

ELECTRONIC DATA INTERCHANGE

TRADING PARTNER AGREEMENT (Continued)

parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and
interpreted in accordance with the laws of
[specify state, commonwealth, province, etc.] of
, excluding any conflict of law rules and principles of
that jurisdiction which would result in reference to the laws or
law rules of another jurisdiction.

- 4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.
- 4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit(s).
- 4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit(s) to the addressee party at such party's address as set forth in the Exhibit(s). Either party may change its address for the purpose of notice hereunder by giving the other party no less than five days prior written notice of such new address in accordance with the preceding provisions.

FERC Docket: RP99-230-000

Second Revised Sheet No. 759 Second Revised Sheet No. 759: Effective

Superseding: First Revised Sheet No. 759

ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT (Continued)

- 4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.
- $4.10~{
 m Waivers.}~{
 m No}$ forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.
- 4.11 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.
- 4.12 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment	Section 2.3.1
parties	Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.2
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.1
Uniform Resource Locator, URL	Section 2.1.2

(The rest of this sheet has been intentionally left blank).

Title:______ Title:_____

FERC Docket: RP99-230-000 Second Revised Sheet No. 761 Second Revised Sheet No. 761: Effective Superseding: First Revised Sheet No. 761EXHIBIT ELECTRONIC DATA INTERCHANGE $\overline{\text{TRA}}\text{DING}$ PARTNER AGREEMENT DATED _____(date) TO BE EFFECTIVE __ Contact Information: Company Name: Street Address: State/Province/Commonwealth:_____ Zip/Postal Code: Attention [Name, Title]:_____ Fax: Email Address: Legal Entity Common Code (D-U-N-S Number)1/:____ Company Name:___ Street Address: State/Province/Commonwealth: Zip/Postal Code: Attention [Name, Title]:____ Phone: ____Fax: ____EmailAddress:____ Legal Entity Common Code (D-U-N-S Number)1/:_____ 2. Special Allocation Costs if Any:_____

1/ A registered trademark of Dun & Bradstreet Corporation.

Effective Date: 03/21/1999 Status: Effective

	ective Date: 03/21/1999 Status: Effective FRC Docket: RP99-230-000
	econd Revised Sheet No. 762 Second Revised Sheet No. 762: Effective perseding: First Revised Sheet No. 762 EXHIBIT
	ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED
	TO BE EFFECTIVE(date)
3.	Communication Specifics: Company Name:
	EDI Contact Phone Number:
	Provider Name:
	Receipt Company URL (include host name or IP address, any non standard port, directory and program name as necessary):
	Basic Authentication Userid:
	Basic Authentication Password:
	HTTP to/from Tag:
	Is the "transaction set" supported in the HTTP envelope (Yes/No)? $_$
	Company Name:
	EDI Contact Phone Number:
	Provider Name:
	Receipt Company URL (include host name or IP address, any non standard port, directory and program name as necessary):
	Basic Authentication Userid:
	Basic Authentication Password:
	HTTP to/from Tag:
	Is the "transaction set" supported in the HTTP envelope (Yes/No)?

[Parties should execute a separate Exhibit for each different URL.]

FERC Docket: RP02-483-000

Third Revised Sheet No. 763 Third Revised Sheet No. 763: Effective

Superseding: Second Revised Sheet No. 763

EXHIBIT ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED TO BE EFFECTIVE (date) 4. Transaction Sets: Complete table for all applicable transaction sets (Refer to the NAESB Home Page (www.naesb.org) for the current list of transaction set numbers and document names). SENDING PARTY'S RECEIVING PARTY'S TRANSACTION NATURAL GAS DOCUMENT NAME ISA ISA ID GS ID ISA ISA ID GSID Functional FA/RD Time SET NUMBER Qualifier Qualifier Acknowledgement frame (minutes) FA) Or

Response

document (RD)

Supported?

		cket: RP99-230-000 Revised Sheet No. 764 Second Revised Sheet No. 764: Effective
Su	perse	ding: First Sheet No. 764
		EXHIBITELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT DATED
		TO BE EFFECTIVE(date)
5.		ndards and Industry Guidelines: (Specify all applicable standards, uing organizations, and published industry guidelines.)
	segme stand mutua	cted standards include, as applicable, all data dictionaries, ent dictionaries and transmission controls referenced in those dards for the transaction(s) contained in this Exhibit(s). The ally agreed provisions of this Exhibit(s) shall control in the t of any conflict with any listed industry guidelines.
6.	Secu:	rity Procedures: (Define security procedures, including but not ted to encryption, authentication, and PGP version.)
		-
	6.1	Public Encryption Key Exchange Procedures:
	a)	Contact for public encryption key exchange (emergency and scheduled)
	b)	Method of contact and related information (phone number and/or e-mail address)
	c)	Chosen electronic method of key exchange
	d)	Scheduled public encryption key exchange procedures including frequency
	e)	Emergency public encryption key exchange procedures
	f)	Verification procedures to confirm appropriate exchange of public encryption keys
	g)	Other_

Effective Date: 07/04/2001 Status: Effective FERC Docket: RP01-446-000			
Third Revised Sheet No. 765 Third Revised Sheet No. 765: Effective Superseding: Second Revised Sheet No. 765 EXHIBIT			
		ERCHANGE TRADING PARTNER AGREEMENT	
	TO BE EFFECTIVE	(date)	
7.	Terms and Conditions: (If agreed upon, enter "None."	no special terms and conditions hav	ve been
8.	Data Retention: (If no special data retention procedures have been agreed upon, enter "None.")		
9.	Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")		
10.	Confidential Information: (See Section 3.4: If no limitation has been agreed upon, enter "None.")		
Agree		e this Exhibit pursuant to the ratify said Agreement for all it.	
Compa	ny Name:	Company Name:	
Ву:		By:	
Printed Name:		Printed Name:	
Title:		Title:	

FERC Docket: RP97-148-003

Sheet Nos. 766-774 Sheet Nos. 766-774: Effective Superseding: Original Sheet Nos. 766-774

SHEET NOS. 766-774 ARE NOT ISSUED BUT ARE RESERVED FOR FUTURE USE

FERC Docket: RP99-442-000

Sheet Nos. 775-778 Sheet Nos. 775-778: Effective

Superseding: 778

SHEET NOS. 775-778

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

TWELFTH REVISED SHEET NO. 775 SEVENTEENTH REVISED SHEET NO. 776 TWENTY-SECOND REVISED SHEET NO. 777 SIXTEENTH REVISED SHEET NO. 778

FERC Docket: GT99- 60-000

Point

Seventeenth Revised Sheet No. 776 Seventeenth Revised Sheet No. 776: Effective Superseding: Sixteenth Revised Sheet No. 776

Line Point

Master Receipt Point List

Maximum

Point		Line	Point					
T.D.	M	ınımum Maxı	mum Ca	apacity Tele-	0 - 1 - 1			
ID	System	n Section I	./ Type .	Description	Quarter S	Section Township	Range	
County	State	Pressure Pr	ressure	(Mcfd) 6/ Metered				
01051				No Decile Clee Hill's	NTD1 / 4	01 1001	0.014	
01051	East Mor	ndak UUZ	R	No. Border - Glen Ullin 144,000 T	NEI/4	21 139N	88W	
Morton	ND	200	1,440) 144,000 T			0.0	
	Worland			Hiland Plant	NE1/4	23 47N	92W	
Washaki		200	1,01	7 22,800 T				
02982	Worland	019	R	Cottonwood Creek 7 4,080 N Meter FR 119	NW1/4	15 47N	92W	
Washaki		200	1,01	/ 4,080 N				
02985	Worland	020	R	Meter FR 119	SE1/4	17 48N	92W	
Washaki			7 (
02990	Worland	020	R	Devon-Worland Plant	SW1/4	16 48N	92W	
Washaki		150	500) 72 , 000 T				
02996	Worland	020	R	Dobie Creek - Mainline	NE1/4	33 50N	93W	Big
Horn	WY	200	800	16,800 T				
03059	Worland	020	R	5 Mile Area - 3G IncMainline	SE1/4	28 50N	93W	Big
Horn	WY	200		9,000 T				
03090	Worland	020	R	Manderson	SW1/4	19 50N	92W	Big
Horn	WY	200	800	9,000 N				_
03110	Worland	020	R	Greybull 1-36 - Mainline 3,840 N	SW1/4	36 52N	94W	Biq
Horn	WY	200	800	3,840 N				_
03115	Worland		R	Greybull Field	SE1/4	26 52N	94W	Biq
Horn	WY	200		2,648 N	,			,
03119	Worland		R	Emblem - Mainline	SW1/4	36 54N	96W	Big
Horn	WY	200	800	3,840 N				9
03120	Worland		R	Garland (Voyager)	SE1/4	29 56N	97W	Biq
Horn	WY	200	800	4,080 N	011/1	23 3011	3711	Dig
03125	Worland		R	Garland (Marathon Plant)	SE1/4	29 56N	97W	Biq
Horn	WY	200	800	9,000 T	001/4	23 3011	5711	ртд
03127	Worland			Garland-Big Horn	SE1/4	29 56N	97W	Biq
Horn	WY	200		9,000 T	OBI/ 4	29 30N	J / W	ртд
03130					SE1/4	20 ECM	0.714	D. 2
	Worland	021	000	Garland (Texaco Plant) 9,000 T	SEI/4	29 56N	97W	вта
Horn	WY			9,000 T		21 563	0.657	ъ.
03140	Worland		R	South Byron	NE1/4	31 56N	96W	вıg
Horn	WY	200		7,440 N	0771 / 4	10 507	0.055	
03145	Worland		R	Garland Field	SW1/4	10 56N	98W	
Park	WY) 3,600 N				
03147	Worland		R	Pearson Pratt A #1	SE1/4	10 56N	98W	
Park	WY) 3,600 N				
03148	Worland	021	R	Whistle Creek - Mainline	NE1/4	24 56N	98W	
Park	WY	200	800) 9,000 N				
03200	Worland	021	R		SW1/4	29 58N	99W	
Park	WY	100	500) 12,000 N				
03255	Worland	021	R	South Elk Basin - Mainline	SW1/4	29 58N	99W	
Park	WY	100	500) 6,000 N				
03270	Worland	022	R	Rapelje Plant	NE1/4	14 1N	21E	
Stillwa	ter MT	200	500) 12,000 N				
03301	Worland	017	В	Liscom Creek - Mainline	SE1/4	21 2N	45E	
Custer	MТ	200	800) 15,000 N				
03366	Worland	019	R	KNE-Bridger	SW1/4	27 40N	91W	
Fremont	WY	200	1,01	7 30,000 T				
03376	Worland	019	R	WRG-Madden Interconnect	SW1/4	27 40N	91W	
Fremont		200	1,01					
03391	Worland	021	R	CIG-Elk Basin	SE1/4	24 58N	100W	
Park	WY	300	800		021/1	21 001.	200	
03421	Worland	018	R	Montana Power-Warren	NE1/4	21 8S	25E	
Carbon	MT	200	800		1101/1	21 00	2011	
03475	Worland	019	R	Thermopolis - Mainline	SE1/4	26 43N	95W	Ho+
Springs		200	993	10,000 T	OH1/4	70 #2M	JJW	110 C
03681	Worland	021	993 R	· ·	SE1/4	24 58N	100W	
Park	WOLTAIIG	200	800		OH1/4	74 JON	T 0 0 M	
rark	VV I	200	001))/ 1				

04018	West Mond	lak 011	В	Baker Area Ma	inline	4/				
04020	West Mond	lak 011	R	Big Horn Plan	t		SE1/4	12	7N	59E
Fallon	MT	200	500	6,240	T					
04029	West Mond	lak 011	R	Baker - Denma	rk Oper	ated 5/				
Fallon	MT	Exist. Gath	ering Pr	essure	N					
04059	West Mond	lak 011	R	Baker - Reser	ve Op.	Operated 5/				
Fall/Bw	mn MT/ND	Exist. Gath	ering Pr	essure	N					
04105	West Mond	lak 011	R	Baker Well 3-	36		NW1/4	36	5N	60E
Fallon	MT	Exist. Gath	ering Pr	e 2,640	N					
04106	West Mond	lak 012	R	Coyote Creek			NE1/4	27	131N	104W
Bowman	ND	200	350	2,400	T					
04107	West Mond	lak 011	R	Baker (Johnso	n 1-6)	Bowers	NE1/4	3	4N	61E
Fallon	MT	Exist. Gath	ering Pr	e 2,640	N					
04108	West Mond	lak 012	R	Marmarth Plan	t (Bear	Paw)	SW1/4	36	133N	106W
Slope	ND	100	350	5 , 280	Т					

FERC Docket: GT99- 60-000

Twenty-Second Revised Sheet No. 777 Twenty-Second Revised Sheet No. 777: Effective

Superseding: Twenty-First Revised Sheet No. 777

Maximum Point Line Point									
ID County	System S	Section 1/	Type 2	pacity Tele- / Description Mcfd) 6/ Metered	Quarter Sec	tion To	ownship	Range	
04110		011	R	Little Beaver Field 4,800 N	SW1/4	18	4N	62E	
04120	West Mondak	011	R	L. Mis. Dome (Fed. 1-20) e 2,640 N	SW1/4	20	130N	106W	
	West Mondak	011	R	L. Mis. Dome - KCS Medallion Ope	rated 5/				
Bowman			_	essure N					
04432	Black Hills	013	R	Soda Creek	SE1/4	25	129N	107W	
04433 Hardino	Black Hills	013	R 500	Soda Creek 2,880 N North West Short Pine Hills 2,880 N West Short Pine Hills - Mainline 7,000 T Cady Creek Field 6,480 N Northern Gas-Billy Creek 15,600 T	SW1/4	34	18N	1E	
04435	Black Hills	013	R 500	West Short Pine Hills - Mainline	SW1/4	7	16N	2E	
04820	Black Hills	013	R 500	Cady Creek Field	NE1/4	19	15N	2E	
04840	Sheridan	023	R 800	Northern Gas-Billy Creek	SE1/4	17	48N	82W	
04843	Sheridan	023	R 265	15,600 T Dry Ranch 13,000 T Bitter Creek (Redstone) 40,000 T Bitter Creek (BFPL) 16,800 T MIGC, Inc. Recluse Area	NE1/4	11	55N	84W	
05065	Black Hills	014	R	Bitter Creek (Redstone)	NW1/4	15	56N	74W	
Campbel 05066	.l WY Black Hills	200 014	1,072 R	40,000 T Bitter Creek (BFPL)	NW1 / 4	15	56N	74W	
Campbel	.l WY	200	1,072	16,800 T					
05069 Campbel	Black Hills	200	1,072	16,800 T MIGC, Inc. Recluse Area 40,800 T Southeast Belle Creek 3,840 N	NWI/4	5	56N	74W	
05071	Black Hills	014	R 1 070	Southeast Belle Creek	NE1/4	13	9S	54E	
Powder 05801	Rive M'I'	200	1,072 R	3,840 N WBI-Aggregate Storage(Withdrw)					
			2.5	54.800 T					
05802			R	Frontier Withdrawal T					
06000	West Mondak		В	T Bowdoin Pool 8/ MonDak Pool 8/ Can-Am Pool 8/ Mid-Dakota Pool 8/ Teddy Roosevelt Pool 8/ Wind River Pool 8/ Big Horn Pool 8/ Cedar Creek Pool 8/ Billy Creek Pool 8/ Powder River Pool 8/ WBI Storage Pool 8/ WBI-Baker Production 5/ essure N					
06010	West Mondak		В	MonDak Pool 8/					
06020	East Mondak		В	Can-Am Pool 8/					
06030	East Mondak		В	Mid-Dakota Pool 8/					
06040	West Mondak		В	Teddy Roosevelt Pool 8/					
06050	Worland		В	Wind River Pool 8/					
06060	worland		В	Big Horn Pool 8/					
06070 06080	West Mondak		В	Dilla Caral Dari 0/					
06080	Sherraan		B	Billy Creek Pool 8/					
06100	DIACK HIIIS		B	WRT Storage Pool 9/					
20005	West Mondal	011	D R	WRI-Raker Production 5/					
	mn MT/ND Fvi	at Catho	ring Pr	essure N					
30010				WBI-Bowdoin Production 5/					
				essure N					

^{1/} REFER TO THE MAP SECTION OF TRANSPORTER'S FERC GAS TARIFF SECOND REVISED VOLUME NO. 1 FOR THE LOCATION OF THE VARIOUS LINE SECTIONS.

^{2/} B = BOTH RECEIPT AND DELIVERY POINT 3/ GAS CAN ONLY BE RECEIVED BY DISPLACE R = RECEIPT POINT

GAS CAN ONLY BE RECEIVED BY DISPLACEMENT.

^{4/} RECEIPT POINTS METERED ON A GROUP BASIS.

^{5/} RECEIPT POINTS ARE LOGICAL POINTS. THE APPLICABLE UPSTREAM GATHERING AND PRODUCTION POINTS ARE SHOWN ON TRANSPORTER'S ELECTRONIC

BULLETIN BOARD.
6/ QUANTITIES SHOWN REFLECT MAXIMUM CAPACITY AT RECEIPT POINT STATION. AVAILABLE CAPACITY SHALL BE LIMITED BY BOTH THE PHYSICAL

FERC Docket: GT99- 60-000

Sixteenth Revised Sheet No. 778 Sixteenth Revised Sheet No. 778: Effective

Superseding: Fifteenth Revised Sheet No. 778

Master Receipt Point List

Maximum

Line Point Point

Minimum Maximum Capacity TeleID System Section 1/ Type 2/ Description
County State Pressure Pressure (Mcfd) 6/ Metered

Quarter Section Township Range

____-_____ CAPABILITY OF EACH SUCH POINT AND THE AVAILABILITY OF UPSTREAM AND/OR DOWNSTREAM PIPELINE

- CAPACITY. 7/ IMBALANCE POINT ID NOS. 00005 AND 00006 ARE LOGICAL POINTS AND CAN BE NOMINATED IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS
- OF TRANSPORTER'S FERC GAS TARIFF, SECOND REVISED VOLUME NO. 1. 8/ THESE POINTS ARE LOGICAL POINTS AND CAN BE NOMINATED IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS
 - OF TRANSPORTER'S FERC GAS TARIFF, SECOND REVISED VOLUME NO. 1.

FERC Docket: RP98-104-004

Sheet Nos. 779-794 Sheet Nos. 779-794 : Effective

SHEET NOS. 779-794

ARE NOT ISSUED BUT ARE
RESERVED FOR FUTURE USE

Thirteenth Revised Sheet No. 780 Thirteenth Revised Sheet No. 780 : Effective Superseding: Twelfth Revised Sheet No. 780

Range Point	System S	ection	Туре	Description Quarter Sect	ion I	Cownship
ID		1/	2/	sure Capacity Metered		
				(Mcfd) 5/		
	West Mondak			L. Mis. Dome (Fed. 2-4) SW1/4	4	129N
				g Press 2,640 N		
04230				L. Mis. Dome (Fed. 2-10) SE1/4	9	129N
106W 04240	Bowman ND West Mondak	Exist.		g Press 2,640 N L. Mis. Dome (Fed. 2-15) NW1/4	15	129N
				g Press 2,640 N	13	12 311
	West Mondak	011	R	L. Mis. Dome (Fed. 2-22) SW1/4	15	129N
				g Press 2,640 N	0.0	1002
	West Mondak Bowman ND			L. Mis. Dome (Fed. 2-23) NW1/4 g Press 2,640 N	23	129N
	West Mondak			L. Mis. Dome (Fed. 3-3) SW1/4	3	129N
				g Press 2,640 N		4.0.0
04280 106W	West Mondak Bowman ND			L. Mis. Dome (Fed. 3-10) SE1/4 g Press 2,640 N	9	129N
	West Mondak			L. Mis. Dome (Fed. 3-15) SW1/4	15	129N
				g Press 2,640 N		
04300	West Mondak Bowman ND			L. Mis. Dome (Fed. 3-23) SW1/4 g Press 2,640 N	23	129N
04310	West Mondak			g Press 2,640 N L. Mis. Dome (Fed. 3-28) SW1/4	28	130N
106W	Bowman ND			g Press 2,640 N		
	West Mondak			L. Mis. Dome (Fed. 4-8) SE1/4	8	129N
	Bowman ND West Mondak			g Press 2,640 N L. Mis. Dome (Fed. 4-15) SE1/4	15	129N
				g Press 2,640 N		
04340				L. Mis. Dome (Fed. 4-29) SE1/4	29	130N
	Bowman ND West Mondak			g Press 2,640 N L. Mis. Dome (Johnson 3-9) SW1/4	9	129N
				g Press 2,640 N		12311
04360	West Mondak			L. Mis. Dome (Ostrow 4-33) SE1/4	33	130N
	Bowman ND West Mondak			g Press 2,640 N L. Mis. Dome (Ringstad 1) SE1/4	4	129N
				g Press 2,640 N	_	
	West Mondak	011		L. Mis. Dome (Ringstad 2) NE1/4	4	129N
	Bowman ND West Mondak			g Press 2,640 N L. Mis. Dome (State 1-16) NE1/4	16	129N
				g Press 2,640 N		12311
04400	West Mondak			L. Mis. Dome (State 2-16A) NW1/4	16	129N
106W 04410				g Press 2,640 N L. Mis. Dome (State 4-16) SW1/4	15	129N
				g Press 2,640 N	10	12311
04420	West Mondak			L. Mis. Dome (Woll 1-33) NE1/4	33	130N
106W 04433				g Press 2,640 N North West Short Pine Hills SW1/4	34	18N
	arding SD	013	200	500 2,880 N	J 1	1011
04435	Black Hills	013	R	West Short Pine Hills - Mainline SW1/4	7	16N
	arding SD Black Hills	013	200 R	500 7,000 T Cady Creek Field NE1/4	19	15N
	arding SD	013	200	500 6,480 N	10	131
04840		023	R	Billy Creek Plant SE1/4	17	48N
82W J 05069	ohnson WY Black Hills	014	500 R	800 12,000 T MIGC, Inc. Recluse Area NW1/4	5	56N
	ampbell WY		200	720 40,800 T	J	3011
05071	Black Hills	014	R	Southeast Belle Creek NE1/4	13	9S
54E P 05801	owder Rive MT		200 R	720 40,800 T WBI-Aggregate Storage (Withdrw)		
00001			Γ.	159,800 T		
05802			R	Frontier Withdrawal		
10010	Worland	017	R	T Liscom Creek-WBI Production		

10020 Worland	017	R	WBI	22-3		NW1/4	3	1N
45E Custer MT	Exist.	Gathering	Press	9,000	N			
10030 Worland	017	R	WBI	24-22		SW1/4	22	2N
45E Custer MT	Exist.	Gathering	Press	9,000	N			
10040 Worland	017	R	WBI	44X-28		SE1/4	28	2N
45E Custer MT	Exist.	Gathering	Press	9,000	N			
10050 Worland	017	R	WBI	44-33		SE1/4	33	2N
45E Custer MT	Exist.	Gathering	Press	9,000	N			
10060 Worland	017	R	WBI	44-34		SW1/4	34	2N
45E Custer MT	Exist.	Gathering	Press	9,000	N			
20010 West Mondak	011	R	WBI Unit	8 A Baker				
20020 West Mondak	011	R	WBI	188-8A		NE1/4	35	6N
60E Fallon MT	Exist.	Gathering	Press	3.240	N			

Eleventh Revised Sheet No. 781 Eleventh Revised Sheet No. 781: Effective Superseding: Tenth Revised Sheet No. 781

Range County Stat Point System	Section Type Pressure Pres 1/ 2/	sure Ca _l	pacity Metered	Quarter	Section Township
20030 West Mondak				NW1/4	11 5N
60E Fallon MT 20040 West Mondak	_			SE1/4	20 5N
61E Fallon MT	Exist. Gathering	Press	5,760 N		
20050 West Mondak				NE1/4	33 5N
61E Fallon MT 20060 West Mondak				NW1/4	20 5N
61E Fallon MT				144117 1	20 311
20070 West Mondak	011 R			SW1/4	27 5N
61E Fallon MT 20080 West Mondak		Pressure	WBI 299-8A	NW1/4	28 5N
61E Fallon MT	Exist. Gathering	Pressure	WBI 200 OA	IVWI/ 4	20 JN
20100 West Mondak	011 R		WBI 301-8A	SW1/4	34 5N
61E Fallon MT 20110 West Mondak	Exist. Gathering 011 R			SW1/4	33 5N
61E Fallon MT				3W1/4	33 JN
20120 West Mondak	011 R		WBI 340-8A	NW1/4	17 5N
61E Fallon MT				SE1/4	36 6N
20121 West Mondak 60E Fallon MT				SE1/4	20 011
20130 West Mondak	011 R		WBI 341-8A	SE1/4	18 5N
61E Fallon MT				NE1 / 4	24 EN
20140 West Mondak 61E Fallon MT				NE1/4	34 5N
20150 West Mondak	011 R			NW1/4	29 5N
61E Fallon MT				0771 / 4	10 517
20160 West Mondak 60E Fallon MT	011 R Exist Gathering			SW1/4	12 5N
20190 West Mondak 20195 West Mondak	011 R	WBI	147-8B 4/	NE1/4	19 4N
62E Fallon MT 20200 West Mondak	Exist. Gathering	Press	5,760 N WRT 148-8R	SW1/4	17 4N
62E Fallon MT				SW1/4	1/ 41/
20220 West Mondak	011 R		WBI 150-8B	NE1/4	13 4N
61E Fallon MT 20230 West Mondak	Exist. Gathering 011 R			NW1/4	17 4N
62E Fallon MT				INWI/4	T / 41/
20240 West Mondak	011 R		WBI 152-8B	SE1/4	19 4N
62E Fallon MT				OT:1 / A	2 4N
20250 West Mondak 61E Fallon MT	011 R Exist. Gathering			SW1/4	2 4N
20260 West Mondak	011 R		WBI 198-8B	SE1/4	11 4N
61E Fallon MT				NET / 4	0.4 437
20280 West Mondak 61E Fallon MT				NE1/4	24 4N
		110000010	WBI 283-8B	SW1/4	29 4N
62E Fallon MT		Pressure		0.71 / 4	6 437
20320 West Mondak 62E Fallon MT	011 R Exist. Gathering	Pressure	WBI 302-8B	SE1/4	6 4N
20330 West Mondak		rressure	WBI 303-8B	NW1/4	8 4N
	Exist. Gathering	Pressure			0.4
20340 West Mondak 61E Fallon MT	011 R Exist. Gathering	Pressure	WBI 335-8B	SE1/4	24 4N
20350 West Mondak	011 R		WBI 337-8B	SW1/4	6 4N
62E Fallon MT	Exist. Gathering	Pressure			
20360 West Mondak 62E Fallon MT	011 R Evist Gathering	Draceuro	WBI 366-8B	SE1/4	30 4N
20370 West Mondak	011 R				
20375 West Mondak	011 R	WBI	38-8B 4/	NW1/4	3 130N

20380 West Mondak 011 R WBI 156-8B NW1/4 2 130 107W Bowman ND Exist. Gathering Pressure 20390 West Mondak 011 R WBI 157-8B NE1/4 2 130	
3	30N
20390 West Mondak 011 R WBI 157-8B NE1/4 2 130	
	30N
107W Bowman ND Exist. Gathering Pressure	
20400 West Mondak 011 R WBI 243-8B LOT4 34 131	31N
107W Bowman ND Exist. Gathering Pressure	
20410 West Mondak 011 R WBI 336-8B NE1/4 34 131	31N
107W Bowman ND Exist. Gathering Pressure	
20420 West Mondak 011 R WBI 155-8B 4/ NW1/4 10 130	30N
107W Bowman ND Exist. Gathering Press 1,440 N	
20430 West Mondak 011 R WBI 304-8B SE1/4 3 130	30N
107W Bowman ND Exist. Gathering Pressure	

Thirteenth Revised Sheet No. 782 Thirteenth Revised Sheet No. 782: Effective Superseding: Twelfth Revised Sheet No. 782

ID
20440 West Mondak 011 R WBI 265-8B 4/ NE1/4 36 130N 107W Bowman ND Exist. Gathering Press 5,760 N 20450 West Mondak 011 R WBI 305-8B SW1/4 11 130N 107W Bowman ND Exist. Gathering Pressure
20440 West Mondak 011 R WBI 265-8B 4/ NE1/4 36 130N 107W Bowman ND Exist. Gathering Press 5,760 N 20450 West Mondak 011 R WBI 305-8B SW1/4 11 130N 107W Bowman ND Exist. Gathering Pressure
20450 West Mondak 011 R WBI 305-8B SW1/4 11 130N 107W Bowman ND Exist. Gathering Pressure
107W Bowman ND Exist. Gathering Pressure
20460 West Mondak 011 R WBI 306-8B NW1/4 14 130N
400
107W Bowman ND Exist. Gathering Pressure 20470 West Mondak 011 R WBI 307-8B SE1/4 14 130N
107W Bowman ND Exist. Gathering Pressure
20480 West Mondak 011 R WBI 308-8B SW1/4 24 130N 107W Bowman ND Exist. Gathering Pressure
20490 West Mondak 011 R WBI 318-8B NW1/4 31 130N
106W Bowman ND Exist. Gathering Pressure 20500 West Mondak 011 R WBI 321-8B SE1/4 31 130N
106W Bowman ND Exist. Gathering Pressure
20510 West Mondak 011 R WBI 331-8B NE1/4 23 130N 107W Bowman ND Exist. Gathering Pressure
20520 West Mondak 011 R WBI 332-8B SW1/4 13 130N
107W Bowman ND Exist. Gathering Pressure 20530 West Mondak 011 R WBI 333-8B SE1/4 10 130N
107W Bowman ND Exist. Gathering Pressure
20540 West Mondak 011 R WBI 334-8B NE1/4 11 130N 107W Bowman ND Exist. Gathering Pressure
20550 West Mondak 011 R WBI 354-8B NW1/4 19 130N
106W Bowman ND Exist. Gathering Pressure
20555 West Mondak 011 R WBI Little Missouri Dome 20560 West Mondak 011 R WBI 285-LMD SE1/4 5 129N
106W Bowman ND Exist. Gathering Press 5,760 N
20570 West Mondak 011 R WBI 322-LMD NE1/4 6 129N 106W Bowman ND Exist. Gathering Press 1,440 N
20580 West Mondak 011 R WBI 323-LMD 4/ NW1/4 5 129N
106W Bowman ND Exist. Gathering Press 3,240 N 20590 West Mondak 011 R WBI 355-LMD NE1/4 5 129N
106W Bowman ND Exist. Gathering Pressure
20600 West Mondak 011 R WBI 324-LMD SW1/4 5 129N 106W Bowman ND Exist. Gathering Press 3,240 N
20610 West Mondak 011 R WBI 325-LMD NE1/4 8 129N
106W Bowman ND Exist. Gathering Press 3,240 N 20620 West Mondak 011 R WBI 326-LMD 4/ NW1/4 9 129N
106W Bowman ND Exist. Gathering Press 5,760 N
20630 West Mondak 011 R WBI 347-LMD SW1/4 4 129N 106W Bowman ND Exist. Gathering Pressure
20640 West Mondak 011 R WBI 356-LMD SW1/4 32 130N
106W Bowman ND Exist. Gathering Press 1,440 N
20645 West Mondak 011 R WBI Baker North Eagle 20670 West Mondak 011 R WBI 144 BNE NW1/4 25 8N
59E Fallon MT Exist. Gathering Press 1,440 N
20680 West Mondak 011 R WBI 183 BNE SE1/4 10 8N 59E Fallon MT Exist. Gathering Press 1,440 N
20690 West Mondak 011 R WBI 310 BNE SE1/4 15 8N
59E Fallon MT Exist. Gathering Press 1,440 N 20700 West Mondak 011 R WBI 311 BNE SE1/4 23 8N
59E Fallon MT Exist. Gathering Press 1,440 N
20710 West Mondak 011 R WBI 362 BNE SE1/4 4 8N 59E Fallon MT Exist. Gathering Press 3,240 N
20720 West Mondak 011 R WBI 363 BNE NW1/4 23 8N
59E Fallon MT Exist. Gathering Press 3,240 N 20730 West Mondak 011 R WBI 364 BNE SE1/4 36 8N
20730 West Mondak 011 R WBI 364 BNE SE1/4 36 8N 59E Fallon MT Exist. Gathering Press 1,440 N
20740 West Mondak 011 R WBI 371 BNE NE1/4 5 8N

59E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20750 West M	ondak	011	R	WBI	372 BNE		NW1/4	9	8N
59E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20760 West M	ondak	011	R	WBI	376 BNE		NW1/4	36	8N
59E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20770 West M	ondak	011	R	WBI	377 BNE		NW1/4	31	8N
60E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20780 West M	ondak	011	R	WBI	378 BNE		SE1/4	14	8N
59E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20790 West M	ondak	011	R	WBI	384 BNE		NE1/4	36	9N
58E Fallon	MT	Exist.	Gathering	Press	3,240	N			
20800 West M	ondak	011	R	WBI	385 BNE		SW1/4	36	9N
58E Fallon	MT	Exist.	Gathering	Press	3,240	N			

Thirteenth Revised Sheet No. 783 Thirteenth Revised Sheet No. 783: Effective Superseding: Twelfth Revised Sheet No. 783

Range County State Point System S	Line Point e Minimum Maxi Section Type	D mum Maximu	escription m Tele-	Quarter	Section Township
	Pressure Press	ure Capacity	Metered		
	1/ 2/	(Mcfd) 5	/		
			·		
20810 West Mondak	011 R			SE1/4	35 9N
	011 R	WBI 388 B	NE	SW1/4	31 8N
	011 R	WBI 400 B	NE	NW1/4	24 8N
59E Fallon MT 20840 West Mondak	011 R	WBI 401 B	NE	SE1/4	9 8N
	011 R	WBI 402 B	NE	NW1/4	15 8N
59E Fallon MT 20860 West Mondak	011 R	WBI 403 B	NE	SE1/4	26 8N
	011 R	WBI 455 B	NE	SW1/4	4 8N
	011 R	WBI 457 B	NE	SW1/4	10 8N
59E Fallon MT 20863 West Mondak		Press 1,44 WBI 461 B		SW1/4	24 8N
59E Fallon MT 20864 West Mondak	Exist. Gathering 011 R			SE1/4	36 9N
58E Fallon MT 20865 West Mondak		Press 1,44 WBI 462 B		SW1/4	25 8N
59E Fallon MT 20866 West Mondak				NE1/4	26 8N
59E Fallon MT 20867 West Mondak		Press 1,44 WBI 456 B		NE1/4	9 8N
59E Fallon MT	Exist. Gathering		0 N	NW1/4	36 9N
58E Fallon MT		Press 1,44	0 N	NE1/4	23 8N
59E Fallon MT	Exist. Gathering		0 N	SE1/4	25 8N
59E Fallon MT	Exist. Gathering 011 R	Press 1,44	0 N	NW1/4	4 8N
59E Fallon MT	Exist. Gathering		0 N	NW1/4	10 8N
59E Fallon MT		Press 1,56	0 N	NE1/4	35 9N
58E Fallon MT	Exist. Gathering		0 N		
59E Fallon MT	Exist. Gathering	Press 1,44	0 N	NE1/4	36 8N
20875 West Mondak 20880 West Mondak	011 R	WBI 187 N	UE	SE1/4	9 6N
60E Fallon MT 20890 West Mondak	011 R	WBI 365 N	UE	NW1/4	29 7N
	011 R	WBI 405 N	UE	NW1/4	23 6N
	011 R	WBI 406 N	UE	SE1/4	26 6N
20920 West Mondak	Exist. Gathering 011 R	WBI 407 N	UE	NW1/4	14 9N
20930 West Mondak	Exist. Gathering 011 R	WBI 408 N	UE	NW1/4	24 9N
20940 West Mondak	Exist. Gathering 011 R	WBI 410 N	UE	SE1/4	7 7N
60E Fallon MT 20950 West Mondak	011 R	WBI 411 N	UE	SE1/4	19 7N
20960 West Mondak		WBI 412 N	UE	SE1/4	17 7N
60E Fallon MT	Exist. Gathering	Press 1,44	0 N		

20970 West Monda	k 011	R	WBI	413 NUE		SE1/4	21	7 N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
20980 West Monda	k 011	R	WBI	414 NUE		SE1/4	27	7 N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
20990 West Monda	k 011	R	WBI	415 NUE		SE1/4	30	7N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
21000 West Monda	k 011	R	WBI	416 NUE		SE1/4	20	7N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
21010 West Monda	k 011	R	WBI	417 NUE		SE1/4	18	7N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
21020 West Monda	k 011	R	WBI	418 NUE		NW1/4	33	7 N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			
21030 West Monda	k 011	R	WBI	419 NUE		SE1/4	5	6N
60E Fallon	MT Exist.	Gathering	Press	1,440	N			

Thirteenth Revised Sheet No. 784 Thirteenth Revised Sheet No. 784: Effective Superseding: Twelfth Revised Sheet No. 784

Point System S	Line Point e Minimum Maximum Section Type Pressure Pressure C 1/ 2/	Maximum Tele- apacity Metered Mcfd) 5/	Quarter	Section Township
21040 West Mondak	011 R WB		NW1/4	11 6N
21050 West Mondak	Exist. Gathering Press Oll R WB	I 421 NUE	SE1/4	15 6N
21060 West Mondak	Exist. Gathering Press 011 R WB	I 443 NUE	NW1/4	3 6N
21070 West Mondak	Exist. Gathering Press 011 R WB	I 444 NUE	NW1/4	13 6N
21080 West Mondak	Exist. Gathering Press 011 R WB	I 445 NUE	SE1/4	16 6N
	Exist. Gathering Press		NTE-T1 / 4	10 61
	011 R WB Exist. Gathering Press		NW1/4	19 6N
21100 West Mondak	011 R WB Exist. Gathering Press	I 447 NUE	NW1/4	25 6N
21110 West Mondak	011 R WB	I 448 NUE	SE1/4	27 6N
21111 West Mondak	Exist. Gathering Press 011 R WB	I 453 NUE	SE1/4	23 6N
21120 West Mondak	Exist. Gathering Press 011 R WB	I B-22 NUE	NW1/4	24 5N
21125 West Mondak	Exist. Gathering Press 011 R WB	I 409 NUE	SE1/4	36 131N
	Exist. Gathering Press 011 R WB		NW1/4	26 6N
	Exist. Gathering Press 011 R WB		NW1/4	23 9N
	Exist. Gathering Press 011 R WB		SE1/4	14 9N
	Exist. Gathering Press 008 R WBI Sac			
30025 West Mondak	008 R WB Exist. Gathering Press	I 503 S 4/	NW1/4	16 31N
30030 West Mondak	008 R Exist. Gathering Pressure	WBI 505 S	NE1/4	16 31N
30040 West Mondak	008 R	WBI 507 S	NW1/4	16 31N
30050 West Mondak	Exist. Gathering Pressure	WBI 508 S	NE1/4	16 31N
	Exist. Gathering Pressure 008 R		SE1/4	16 31N
34E Phillips MT	Exist. Gathering Pressure	e		
34E Phillips MT	008 R Exist. Gathering Pressure	e	SW1/4	16 31N
30072 West Mondak 34E Valley MT	008 R WB Exist. Gathering Press		NW1/4	14 31N
30073 West Mondak	008 R WB Exist. Gathering Press	I 514 SU	SW1/4	13 31N
30074 West Mondak	008 R WB Exist. Gathering Press	I 515 SU	SW1/4	8 31N
30079 West Mondak	008 R WB	3,240 N I 519 SU	NW1/4	8 31N
34E Phillips MT 30080 West Mondak	Exist. Gathering Press 008 R	1,440 N WBI 520 S	NW1/4	9 31N
	Exist. Gathering Pressure	e WBI 521 S	NW1/4	10 31N
	Exist. Gathering Pressure		SE1/4	10 31N
34E Valley MT	Exist. Gathering Pressure	e		
30110 West Mondak 34E Valley MT	008 R Exist. Gathering Pressure	WBI 525 S e	NW1/4	23 31N
30120 West Mondak	008 R Exist. Gathering Pressure	WBI 526 S	SW1/4	23 31N

30125 West Mondak	008 R	WBI	527 SU		NE1/4	14	31N
34E Valley MT	2	Press	3,240				
	008 R	_	WBI 528	S	NE1/4	23	31N
34E Valley MT	_					_	
	008 R		WBI 530	S	SE1/4	6	31N
34E Phillips MT							
	008 R		WBI 531	S	NW1/4	15	31N
34E Valley MT	2	Pressure					
	008 R		WBI 532	S	SW1/4	14	31N
±	Exist. Gathering	Pressure					
	008 R		WBI 533	S	NW1/4	8	31N
34E Phillips MT	_	Pressure					
	008 R		WBI 534	S	SE1/4	31	32N
34E Phillips MT	Exist. Gathering	Pressure					

Fifteenth Revised Sheet No. 785 Fifteenth Revised Sheet No. 785 : Effective Superseding: Fourteenth Revised Sheet No. 785

Point System	Pressure Pressure		Quarter	Section Township
ID		(Mcfd) 5/		
30190 West Mondak	008 R	WBI 624 S	SE1/4	35 32N
30200 West Mondak	Exist. Gathering Pressu	WBI 627 S	SW1/4	17 31N
30210 West Mondak	Exist. Gathering Pressu 008 R	WBI 633 S	NW1/4	30 32N
30220 West Mondak	Exist. Gathering Pressu 008 R	WBI 643 S	SW1/4	32 32N
30230 West Mondak	Exist. Gathering Pressu 008 R	WBI 646 S	NE1/4	23 32N
34E Valley MT 30240 West Mondak	Exist. Gathering Pressu 008 R	re WBI 647 S	SE1/4	12 31N
34E Valley MT 30250 West Mondak	Exist. Gathering Pressu 008 R	re WBI 651 S	SW1/4	31 32N
34E Phillips MT 30260 West Mondak	Exist. Gathering Pressu 008 R	re WBI 652 S	SE1/4	3 31N
34E Phillips MT 30270 West Mondak	Exist. Gathering Pressu 008 R	re WBI 655 S	SE1/4	28 32N
34E Phillips MT 30280 West Mondak	Exist. Gathering Pressu 008 R	re WBI 658 S	SE1/4	1 31N
34E Valley MT 30290 West Mondak	Exist. Gathering Pressu 008 R	re WBI 665 S	SE1/4	23 32N
	Exist. Gathering Pressu 008 R		NW1/4	12 31N
	Exist. Gathering Pressu 008 R		SW1/4	12 31N
34E Valley MT	Exist. Gathering Pressu	re		
	008 R Exist. Gathering Pressu		NW1/4	
	008 R Exist. Gathering Pressu		SW1/4	24 32N
30340 West Mondak 34E Phillips MT	008 R Exist. Gathering Pressu	WBI 672 S re	SW1/4	26 32N
30350 West Mondak 34E Phillips MT	008 R Exist. Gathering Pressu	WBI 675 S re	SW1/4	29 32N
30360 West Mondak 33E Phillips MT	008 R Exist. Gathering Pressu	WBI 687 S re	SW1/4	36 32N
30370 West Mondak	008 R Exist. Gathering Pressu	WBI 717 S	SE1/4	24 31N
30380 West Mondak	008 R Exist. Gathering Pressu	WBI 718 S	SW1/4	7 31N
30390 West Mondak	008 R	WBI 719 S	NW1/4	2 31N
30400 West Mondak	Exist. Gathering Pressu 008 R	WBI 737 S	SE1/4	19 31N
30420 West Mondak	Exist. Gathering Pressu 008 R	WBI 776 S	SW1/4	18 31N
30430 West Mondak	Exist. Gathering Pressu 008 R	WBI 777 S	NW1/4	19 31N
30440 West Mondak	Exist. Gathering Pressu 008 R	WBI 778 S	NE1/4	21 31N
30450 West Mondak	Exist. Gathering Pressu 008 R	WBI 779 S	SW1/4	21 31N
30460 West Mondak	Exist. Gathering Pressu 008 R	WBI 780 S	NE1/4	20 31N
34E Phillips MT 30470 West Mondak	Exist. Gathering Pressu 008 R	re WBI 781 S	SE1/4	19 31N
	Exist. Gathering Pressu 008 R		SE1/4	13 31N
	Exist. Gathering Pressu		NE1/4	27 31N
	- ·		, +	

34E Valley MT	Exist. Gathering Pressu	re			
30500 West Mondak	008 R	WBI 784 S	NW1/4	26	31N
34E Valley MT	Exist. Gathering Pressu	re			
30510 West Mondak	008 R	WBI 785 S	NW1/4	25	31N
34E Valley MT	Exist. Gathering Pressu	re			
30520 West Mondak	008 R	WBI 788 S	SW1/4	6	31N
34E Phillips MT	Exist. Gathering Pressu	re			
30530 West Mondak	008 R	WBI 801 S	SW1/4	22	31N
34E Valley MT	Exist. Gathering Pressu	re			
30540 West Mondak	008 R	WBI 802 S	NW1/4	24	31N
34E Valley MT	Exist. Gathering Pressu	re			
30550 West Mondak	008 R	WBI 803 S	SW1/4	11	31N
34E Valley MT	Exist. Gathering Pressu	re			
30560 West Mondak	008 R	WBI 804 S	SE1/4	2	31N
34E Valley MT	Exist. Gathering Pressu	re			

Sixteenth Revised Sheet No. 786 Sixteenth Revised Sheet No. 786: Effective Superseding: Fifteenth Revised Sheet No. 786

Point System	Pressure Pressur			Quarter	Section Tow	mship
ID			efd) 5/			
	008 R		WBI 815 S	NE1/4	29	31N
	Exist. Gathering Pr 008 R			NW1/4	13	31N
	Exist. Gathering Pr	ressure		NE1/4	12	31N
33E Phillips MT	Exist. Gathering Pr	ressure	WEI OIT E			
-	Exist. Gathering Pr			•	11	31N
30620 West Mondak 34E Phillips MT	008 R Exist. Gathering Pr		WBI 834 S	NE1/4	18	31N
30630 West Mondak 34E Phillips MT	008 R Exist. Gathering Pr		WBI 867 S	NW1/4	30	31N
30631 West Mondak			WBI 992 S	NW1/4	25	32N
30632 West Mondak	008 R			SE1/4	27	32N
30635 West Mondak	Exist. Gathering Pr 008 R	WBI		SW1/4	2	31N
30640 West Mondak			WBI 885 S	SE1/4	4	31N
34E Phillips MT 30650 West Mondak	Exist. Gathering Pr 008 R	ressure	WBI 886 S	SW1/4	35	32N
34E Phillips MT 30660 West Mondak	Exist. Gathering Pr 008 R			NE1/4	36	32N
33E Phillips MT 30670 West Mondak	Exist. Gathering Pr 008 R			SE1/4	24	31N
33E Phillips MT	Exist. Gathering Pr	ressure		NE1/4	28	31N
34E Phillips MT	Exist. Gathering Pr	ressure				
	Exist. Gathering Pr	ressure		NE1/4	5	31N
30700 West Mondak 34E Phillips MT	Exist. Gathering Pr	ress	3,240 N	NE1/4	4	31N
30710 West Mondak 34E Valley MT	008 R Exist. Gathering Pr			NE1/4	10	31N
30720 West Mondak		WBI	950 SU	NE1/4	3	31N
30730 West Mondak	008 R Exist. Gathering Pr	WBI	951 SU	NE1/4	2	31N
30740 West Mondak	008 R	WBI	957 SU	SW1/4	23	32N
30750 West Mondak	Exist. Gathering Pr 008 R	WBI	966 SU	NW1/4	13	31N
30760 West Mondak	Exist. Gathering Pr 008 R	WBI	967 SU	NW1/4	13	31N
34E Valley MT 30770 West Mondak	Exist. Gathering Pr 008 R		3,240 N 968 SU	NW1/4	18	31N
	Exist. Gathering Pr 008 R	ress	3,240 N	SW1/4	30	32N
	Exist. Gathering Pr	ress	1,440 N	5W17 1	30	3211
30855 West Mondak	008 R	WBI	618 NS 4/	SW1/4	3	32N
30860 West Mondak	Exist. Gathering Pr		5,760 N WBI 619 NS	SW1/4	2	32N
30870 West Mondak	Exist. Gathering Pr 008 R		WBI 620 NS	SW1/4	1	32N
33E Phillips MT 30880 West Mondak	Exist. Gathering Pr 008 R	ressure	WBI 632 NS	SW1/4	6	32N
34E Phillips MT	Exist. Gathering Pr					
30890 West Mondak 34E Phillips MT	008 R Exist. Gathering Pr		WBI 634 NS	SW1/4	20	32N

30900 West Mondak	008 R	WBI 640 NS	NE1/4	8 32N
34E Phillips MT	_		GD1 / 4	F 20M
30910 West Mondak 34E Phillips MT	008 R Exist Gathering	WBI 641 NS	SE1/4	5 32N
30920 West Mondak	008 R	WBI 642 NS	SE1/4	7 32N
34E Phillips MT	_		071/4	0.4 2.037
30930 West Mondak 33E Phillips MT	008 R	WBI 650 NS	SE1/4	24 32N
*	008 R	WBI 653 NS	NW1/4	2 32N
33E Phillips MT	_			
30950 West Mondak 33E Phillips MT	008 R	WBI 663 NS	SW1/4	33 33N
±	008 R	WBI 673 NS	SE1/4	19 32N
34E Phillips MT	Exist. Gathering	Pressure		

FERC Docket: GT97- 14-000

Seventeenth Revised Sheet No. 787 Seventeenth Revised Sheet No. 787: Effective Superseding: Sixteenth Revised Sheet No. 787

Range County Stat Point System	Line Point te Minimum Maximum Section Type Pressure Pressure	Description Maximum Tele- Capacity Metered	Quarter	Section Township
ID	1/ 2/			
		(Mcfd) 5/		
30970 West Mondak	008 R		SW1/4	11 32N
33E Phillips MT 30980 West Mondak	Exist. Gathering Press	sure WBI 682 NS	SW1/4	9 32N
34E Phillips MT 30990 West Mondak			SW1/4	10 32N
34E Phillips MT	Exist. Gathering Press	sure	,	
31000 West Mondak 34E Phillips MT	008 R Exist. Gathering Press		SW1/4	16 32N
31010 West Mondak 34E Phillips MT	008 R Exist. Gathering Press	WBI 696 NS sure	SE1/4	15 32N
31060 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 706 NS	SE1/4	2 32N
31070 West Mondak	008 R	WBI 707 NS	SE1/4	3 32N
33E Phillips MT 31080 West Mondak	008 R	WBI 708 NS	NW1/4	7 32N
34E Phillips MT 31090 West Mondak	Exist. Gathering Press	sure WBI 716 NS	NE1/4	21 32N
34E Phillips MT 31100 West Mondak	Exist. Gathering Press	sure WBI 721 NS	NE1/4	12 32N
33E Phillips MT 31140 West Mondak	Exist. Gathering Press	sure WBI 763 NS	NE1/4	9 32N
34E Phillips MT	Exist. Gathering Press	sure	,	
	008 R Exist. Gathering Press		SE1/4	13 32N
31160 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 765 NS sure	NE1/4	23 32N
31170 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 766 NS sure	NE1/4	24 32N
31180 West Mondak	008 R	WBI 767 NS	SE1/4	20 32N
34E Phillips MT 31190 West Mondak	008 R	WBI 787 NS	NW1/4	12 32N
33E Phillips MT 31200 West Mondak	Exist. Gathering Press	sure WBI 806 NS	SW1/4	17 32N
34E Phillips MT 31210 West Mondak	Exist. Gathering Press	sure WBI 807 NS	NE1/4	16 32N
34E Phillips MT 31220 West Mondak			NE1/4	15 32N
34E Phillips MT	Exist. Gathering Press	sure		
31230 West Mondak 34E Phillips MT	008 R Exist. Gathering Press	WBI 809 NS sure	NW1/4	22 32N
31240 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 810 NS sure	NW1/4	13 32N
31270 West Mondak	008 R Exist. Gathering Press	WBI 829 NS	NW1/4	18 32N
31280 West Mondak	008 R	WBI 830 NS	SW1/4	21 32N
31290 West Mondak	Exist. Gathering Press	WBI 888 NS	SE1/4	11 32N
33E Phillips MT 31300 West Mondak	Exist. Gathering Press	sure WBI 889 NS	SW1/4	8 32N
34E Phillips MT 31310 West Mondak	Exist. Gathering Press	sure WBI 893 NS	SW1/4	18 32N
34E Phillips MT	Exist. Gathering Press	sure	,	
			NW1/4	20 32N
31330 West Mondak 34E Phillips MT	008 R Exist. Gathering Press	WBI 895 NS sure	NW1/4	8 32N
31340 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 896 NS sure	NE1/4	10 32N
31350 West Mondak		EAST SACO		

31355 West Mondak	008 R	WBI	614 ES	4 /	SW1/4	17	31N
35E Valley MT		Press	3,240	N			
31360 West Mondak	008 R		WBI 625 1	ES	NE1/4	17	31N
35E Valley MT	Exist. Gathering	Pressure					
31370 West Mondak	008 R		WBI 635 1	ES	NW1/4	25	32N
34E Valley MT	Exist. Gathering	Pressure					
31380 West Mondak	008 R		WBI 636 1	ES	NE1/4	25	32N
34E Valley MT	Exist. Gathering	Pressure					
31390 West Mondak	008 R		WBI 637 1	ES	SE1/4	24	32N
34E Phillips MT	Exist. Gathering	Pressure					
31420 West Mondak	008 R		WBI 648 1	ES	NW1/4	6	31N
35E Valley MT	Exist. Gathering	Pressure					
31430 West Mondak	008 R		WBI 660 1	ES	SW1/4	9	31N
35E Valley MT	Exist Gathering	Pressure					

FERC Docket: GT97- 14-000

Seventeenth Revised Sheet No. 788 Seventeenth Revised Sheet No. 788: Effective Superseding: Sixteenth Revised Sheet No. 788

Range County Stat Point System				Quarter	Section T	ownship
ID	1/ 2/					
		(Mcf	fd) 5/ 			
31440 West Mondak			 WBI 697 ES	SW1/4	14	32N
34E Phillips MT	Exist. Gathering	Pressure	WBI 699 ES	SW1/4	13	32N
34E Phillips MT	Exist. Gathering	Pressure				
31450 West Mondak 34E Phillips MT			WBI 700 ES	NW1/4	24	32N
31460 West Mondak 34E Valley MT	008 R		WBI 709 ES	SW1/4	24	32N
31490 West Mondak	008 R		WBI 712 ES	NE1/4	36	32N
34E Valley MT 31500 West Mondak	Exist. Gathering 008 R		WBI 713 ES	NW1/4	36	32N
34E Valley MT 31510 West Mondak	Exist. Gathering 008 R		WBI 714 ES	SE1/4	36	32N
34E Valley MT	Exist. Gathering	Pressure				
31520 West Mondak 34E Valley MT	008 R Exist. Gathering		WBI 715 ES	NE1/4	1	31N
31530 West Mondak 35E Valley MT	008 R Exist Gathering		WBI 723 ES	NW1/4	7	31N
31540 West Mondak	008 R		WBI 724 ES	NW1/4	8	31N
35E Valley MT 31550 West Mondak	Exist. Gathering 008 R		WBI 769 ES	NE1/4	30	32N
35E Valley MT 31560 West Mondak	Exist. Gathering 008 R		WBI 770 ES	SE1/4	32	32N
35E Valley MT	Exist. Gathering	Pressure				
31570 West Mondak 35E Valley MT	008 R Exist. Gathering		WBI 771 ES	SE1/4	5	31N
31580 West Mondak 35E Valley MT	008 R Exist. Gathering		WBI 772 ES	SE1/4	4	31N
31590 West Mondak	008 R		WBI 814 ES	SE1/4	31	32N
35E Valley MT 31600 West Mondak	008 R		WBI 882 ES	NE1/4	7	31N
35E Valley MT 31610 West Mondak	Exist. Gathering 008 R		WBI 883 ES	NW1/4	17	31N
35E Valley MT	Exist. Gathering	Pressure				
	008 R Exist. Gathering		WBI 884 ES	SW1/4	5	31N
31630 West Mondak 35E Valley MT	008 R Exist. Gathering		WBI 897 ES	NW1/4	4	31N
31640 West Mondak	008 R		WBI 916 ES	NW1/4	10	31N
35E Valley MT 31645 West Mondak			919 ES UNCOMM.	SW1/4	8	31N
35E Valley MT 31650 West Mondak	Exist. Gathering 008 R		3,240 N WBI 955 ES	SW1/4	3	31N
35E Valley MT 31652 West Mondak	Exist. Gathering	Pressure	O.C.O. E.C. LINICOMM	NE1/4	18	31N
35E Valley MT	Exist. Gathering	Press	3,240 N			
31653 West Mondak 35E Valley MT	008 R Exist. Gathering			SE1/4	7	31N
31654 West Mondak 34E Phillips MT	008 R	WBI 9	975 NON UNIT	NW1/4	11	32N
31660 West Mondak	008 R	WBI SW NEI	SON			
31665 West Mondak 32E Phillips MT	008 R Exist. Gathering		557 SWN 4/ 5,760 N	NW1/4	9	31N
31670 West Mondak 32E Phillips MT	008 R		WBI 661 SWN	NW1/4	28	32N
31690 West Mondak	008 R		WBI 739 SWN	NE1/4	20	32N
31700 West Mondak	Exist. Gathering 008 R		WBI 740 SWN	SE1/4	20	32N
32E Phillips MT	Exist. Gathering	Pressure				

31710 West Mondak	008 R		WBI 747 SWN	SW1/4	22	32N
32E Phillips MT		Pressure		0771 / 4	2	0.137
31720 West Mondak 32E Phillips MT	008 R	Dracelira	WBI 750 SWN	SW1/4	3	31N
±.	008 R	TIESSUIE	WBI 797 SWN	NW1/4	27	32N
32E Phillips MT	_	Pressure				
31760 West Mondak	008 R	_	WBI 798 SWN	NE1/4	29	32N
32E Phillips MT 31770 West Mondak	Exist. Gathering	Pressure	WBI 799 SWN	SE1/4	4	31N
32E Phillips MT		Pressure	MBI 799 SWN	SE1/4	4	SIN
31780 West Mondak	008 R		WBI 800 SWN	NE1/4	10	31N
32E Phillips MT	_	Pressure				
	008 R	D	WBI 819 SWN	NW1/4	29	32N
32E Phillips MT	Exist. Gathering	Pressure				

Eighteenth Revised Sheet No. 789 Eighteenth Revised Sheet No. 789: Effective Superseding: Seventeenth Revised Sheet No. 789

Range Point ID	-	te Min Section Press	Type ure Press		Maximu	ım			Quarter	Section	Township
		1/			cfd) 5						
31800	West Mondak	800	R		WBI	820			SE1/4	19	32N
31810	hillips MT West Mondak	800	R		WBI	844	SWN		NE1/4	32	32N
31820	West Mondak	800			WBI	845	SWN		NW1/4	19	32N
31830	hillips MT West Mondak	800	R		WBI	846	SWN		NW1/4	3	31N
31840	hillips MT West Mondak	800	R		WBI	847	SWN		NW1/4	30	32N
	hillips MT West Mondak	Exist. 008	Gathering R	Pressure		848	SWN		NE1/4	21	32N
32E P 31860	hillips MT West Mondak		Gathering R	Pressure	WBI	858	SWN		SW1/4	32	32N
	hillips MT West Mondak	Exist. 008	Gathering R	Pressure		860	SWN		NW1/4	31	32N
	hillips MT West Mondak		Gathering R	Pressure	WBI	870	SWN		NE1/4	33	32N
32E P 31890	hillips MT West Mondak	Exist. 008	Gathering R	Pressure	WBI	871	SWN		SE1/4	34	32N
32E P	hillips MT West Mondak	Exist.	Gathering R	Pressure		872	SWN		NW1/4	20	32N
	hillips MT West Mondak		Gathering R			873	SWN		NE1/4	27	32N
	hillips MT West Mondak	Exist.	Gathering R	Pressure		874	SWN		NW1/4	22	32N
32E P	hillips MT West Mondak	Exist.	Gathering R	Pressure		901	SWN		SE1/4	24	32N
31E P		Exist.	Gathering	Pressure					SW1/4	19	32N
	hillips MT West Mondak					982			SE1/4	30	32N
			Gathering R	Pressure WBI NW NE		302	SWIT.		001/1	30	3211
31945	West Mondak	800	R	WBI	608			4/	NW1/4	14	32N
31950	West Mondak	800	Gathering R		WBI		N NWN		SW1/4	33	33N
31970	hillips MT West Mondak	800	R		WBI	694	NWN		SW1/4	28	33N
32000	West Mondak	800			WBI	733	NWN		NW1/4	15	32N
32010	hillips MT West Mondak	800	R		WBI	742	NWN		SW1/4	3	32N
32020		008	R		WBI	744	NWN		NW1/4	9	32N
32030	West Mondak	800	Gathering R		WBI	745	NWN		SE1/4	10	32N
32E P	=	Exist. 008	Gathering R	Pressure	WBI	746	NWN		SE1/4	17	32N
32E P	hillips MT West Mondak	Exist. 008	Gathering R	Pressure	WBI	813	NWN		NE1/4	4	32N
32E P	hillips MT West Mondak	Exist. 008	Gathering R	Pressure	WBI	821	NWN		SE1/4	18	32N
32E P	hillips MT West Mondak	Exist. 008	Gathering R	Pressure	WBI	822	NWN		NW1/4	17	32N
	hillips MT West Mondak		Gathering R	Pressure		823			NW1/4	8	32N
32E P			Gathering R	Pressure		855			SE1/4	6	32N
			Gathering	Pressure					J21, 1	J	0211

32100 West Mondak	008 R	WBI 856 NWN	SE1/4	5	32N
32E Phillips MT 32110 West Mondak	Exist. Gathering 008 R	Pressure WBI 857 NWN	SE1/4	7	32N
32E Phillips MT 32120 West Mondak	008 R	WBI 864 NWN	NW1/4	18	32N
	008 R	WBI 898 NWN	NW1/4	10	32N
	008 R	WBI 899 NWN	SE1/4	15	32N
	008 R	WBI 900 NWN	SE1/4	12	32N
	008 R	WBI 963 NWN	SE1/4	13	32N
31E Phillips MT	Exist. Gathering	Pressure			

Eighteenth Revised Sheet No. 790 Eighteenth Revised Sheet No. 790 : Effective Superseding: Seventeenth Revised Sheet No. 790

Range County Stat Point System	Line Point te Minimum Maximum Section Type Pressure Pressure 1/ 2/		Quarter	Section Township
		(Mcfd) 5/		
32171 West Mondak	008 R Exist. Gathering Press	WBI 973 NWN	SE1/4	32 33N
32172 West Mondak	008 R	WBI 979 NWN	NE1/4	3 32N
32E Phillips MT 32173 West Mondak	Exist. Gathering Press 008 R		SW1/4	7 32N
	Exist. Gathering Press			
32174 West Mondak 32E Phillips MT	008 R Exist. Gathering Press	WBI 987 NWN	SW1/4	9 32N
32175 West Mondak	008 R	WBI 988 NWN	SW1/4	8 32N
32E Phillips MT 32176 West Mondak	Exist. Gathering Press 008 R	ure WBI 989 NWN	SE1/4	31 33N
32E Phillips MT	Exist. Gathering Press	ure		
32177 West Mondak 32E Phillips MT	008 R Exist. Gathering Press		SE1/4	3 32N
32178 West Mondak	008 R	WBI 997 NWN	NE1/4	32 33N
32E Phillips MT 32180 West Mondak	Exist. Gathering Press 008 R WBI N	ure E NELSON		
32185 West Mondak	008 R	WBI 601 NEN 4/	SW1/4	26 33N
32E Phillips MT 32190 West Mondak	Exist. Gathering Press 008 R	5,760 N WBI 602 NEN	SW1/4	25 33N
	Exist. Gathering Press		CE1 / 4	22 224
32200 West Mondak 32E Phillips MT	008 R Exist. Gathering Press	WBI 605 NEN	SE1/4	22 33N
32210 West Mondak	008 R Exist. Gathering Press	WBI 606 NEN	SW1/4	22 33N
32220 West Mondak	008 R	WBI 609 NEN	SW1/4	35 33N
32E Phillips MT 32230 West Mondak	Exist. Gathering Press	ure WBI 610 NEN	NW1/4	6 32N
	Exist. Gathering Press		14417 1	
32240 West Mondak	008 R Exist. Gathering Press	WBI 611 NEN	SW1/4	6 32N
32250 West Mondak	008 R	WBI 612 NEN	NE1/4	7 32N
33E Phillips MT 32260 West Mondak	Exist. Gathering Press 008 R	ure WBI 613 NEN	SW1/4	32 33N
33E Phillips MT	Exist. Gathering Press	ure		
32270 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 615 NEN	SW1/4	5 32N
32280 West Mondak	008 R	WBI 616 NEN	NW1/4	5 32N
33E Phillips MT 32300 West Mondak	Exist. Gathering Press 008 R	ure WBI 621 NEN	NW1/4	15 32N
<u> </u>	Exist. Gathering Press		CP1 / 4	11 20N
32310 West Mondak 32E Phillips MT	008 R Exist. Gathering Press	WBI 626 NEN ure	SE1/4	11 32N
32320 West Mondak 32E Phillips MT	008 R Exist. Gathering Press	WBI 628 NEN	NW1/4	34 33N
32330 West Mondak	008 R	WBI 629 NEN	SW1/4	36 33N
32E Phillips MT 32340 West Mondak	Exist. Gathering Press 008 R	ure WBI 630 NEN	NE1/4	2 32N
32E Phillips MT	Exist. Gathering Press	ure		
32350 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 631 NEN	NW1/4	4 32N
32360 West Mondak	008 R	WBI 644 NEN	SW1/4	15 32N
33E Phillips MT 32370 West Mondak	Exist. Gathering Press 008 R	ure WBI 654 NEN	SE1/4	12 32N
32E Phillips MT	Exist. Gathering Press	ure		
32380 West Mondak 33E Phillips MT	008 R Exist. Gathering Press	WBI 676 NEN	SE1/4	17 32N
32390 West Mondak	008 R	WBI 677 NEN	NW1/4	17 32N
33E Phillips MT	Exist. Gathering Press	ure		

33E Phillips MT Exist. Gathering Pressure	
	32N
33E Phillips MT Exist. Gathering Pressure	
32420 West Mondak 008 R WBI 725 NEN SW1/4 2 3	32N
32E Phillips MT Exist. Gathering Pressure	
32430 West Mondak 008 R WBI 726 NEN NW1/4 13 3	32N
32E Phillips MT Exist. Gathering Pressure	
32440 West Mondak 008 R WBI 727 NEN NE1/4 18 3	32N
33E Phillips MT Exist. Gathering Pressure	
32450 West Mondak 008 R WBI 728 NEN SE1/4 27 3	33N
32E Phillips MT Exist. Gathering Pressure	
32460 West Mondak 008 R WBI 751 NEN NE1/4 14 3	32N
32E Phillips MT Exist. Gathering Pressure	

Seventeenth Revised Sheet No. 791 Seventeenth Revised Sheet No. 791: Effective Superseding: Sixteenth Revised Sheet No. 791

Point System	Pressure Pres			Quarter	Section To	wnship
ID	1/ 2/		cfd) 5/			
20470 Wast Mandal	008 R			SW1/4	1.0	32N
32470 West Mondak 32E Phillips MT		Dracelira	WBI 752 NEN	SW1/4	13	JZIV
32480 West Mondak	008 R	rressure	WBI 753 NEN	SW1/4	18	32N
	Exist. Gathering	Pressure		OW1/ 1	10	3211
32490 West Mondak	-		WBI 754 NEN	SE1/4	15	32N
33E Phillips MT	Exist. Gathering	Pressure				
32500 West Mondak	008 R	_	WBI 836 NEN	SW1/4	34	33N
32E Phillips MT		Pressure		NTD 1 / 4	8	2.014
32510 West Mondak 33E Phillips MT	008 R Exist Gathering	Pressure	WBI 837 NEN	NE1/4	0	32N
32520 West Mondak	008 R	110000410	WBI 838 NEN	NW1/4	11	32N
32E Phillips MT	Exist. Gathering	Pressure				
32530 West Mondak	008 R		WBI 839 NEN	SW1/4	7	32N
33E Phillips MT	-	Pressure		OH1 / 4	21	2 237
32540 West Mondak 33E Phillips MT	008 R Exist Gathering	Pressure	WBI 840 NEN	SW1/4	31	33N
32550 West Mondak	008 R	rressure	WBI 911 NEN	SW1/4	10	32N
33E Phillips MT	Exist. Gathering	Pressure				
32560 West Mondak	008 R		WBI 912 NEN	NE1/4	9	32N
33E Phillips MT		Pressure		NTD 1 / 4	_	2.037
32570 West Mondak 33E Phillips MT	008 R Evist Cathering	Pressure	WBI 913 NEN	NE1/4	6	32N
32580 West Mondak	008 R	ricobure	WBI 914 NEN	SW1/4	8	32N
33E Phillips MT		Pressure				
32590 West Mondak	008 R		WBI 964 NEN	NE1/4	28	33N
32E Phillips MT		Pressure		NTDI1 / 4	07	2 237
32591 West Mondak 32E Phillips MT	008 R Exist. Gathering	Pressure	WBI 972 NEN	NW1/4	27	33N
32592 West Mondak	008 R	rressure	WBI 974 NEN	NE1/4	33	33N
32E Phillips MT		Pressure				
32593 West Mondak	008 R		WBI 976 NEN	NW1/4	35	33N
-	Exist. Gathering	Pressure		NTD11 / A	2.0	33N
32594 West Mondak 32E Phillips MT	008 R Exist Gathering	Pressure	WBI 978 NEN	NW1/4	36	33N
32595 West Mondak	008 R	rressure	WBI 990 NEN	NW1/4	2	32N
32E Phillips MT		Pressure				
32596 West Mondak	008 R		WBI 991 NEN	NE1/4	1	32N
-	Exist. Gathering	Pressure		OE1 / 4	2	2.037
32597 West Mondak 32E Phillips MT	008 R Exist. Gathering	Pressure	WBI 1000 NEN	SE1/4	2	32N
32598 West Mondak	008 R	rressure	WBI 1002 NEN	SE1/4	33	33N
	Exist. Gathering	Pressure				
32599 West Mondak	008 R	_	WBI 999 NEN	NE1/4	11	32N
32E Phillips MT 32600 West Mondak	Exist. Gathering	Pressure	035 NEN INCOMM	SW1/4	1	32N
32E Phillips MT				SWI/4	_	JZN
32610 West Mondak			958 NEN UNCOMM.	SE1/4	1	32N
32E Phillips MT						
32620 West Mondak 32625 West Mondak	008 R 008 R			NW1/4	36	32N
32E Phillips MT			501 SEN 4/ 5,760 N	INW 1 / 4	30	SZN
32630 West Mondak	008 R		WBI 504 SEN	SW1/4	36	32N
32E Phillips MT	Exist. Gathering	Pressure				
32640 West Mondak	008 R	D	WBI 506 SEN	SE1/4	36	32N
32E Phillips MT 32650 West Mondak		rressure	WBI 509 SEN	NE1/4	36	32N
	Exist. Gathering	Pressure		14111/ 1	50	J 2 1 V
32660 West Mondak	008 R		WBI 516 SEN	NE1/4	32	32N
33E Phillips MT	Exist. Gathering	Pressure				

32670 West Mondak	008 R		WBI 517 SEN	NW1/4	33	32N
33E Phillips MT 32680 West Mondak	008 R		WBI 518 SEN	SW1/4	28	32N
33E Phillips MT 32690 West Mondak	008 R		WBI 524 SEN	NW1/4	28	32N
33E Phillips MT 32700 West Mondak	008 R		WBI 622 SEN	NW1/4	22	32N
	008 R		WBI 623 SEN	NE1/4	34	32N
	008 R		WBI 678 SEN	SW1/4	25	32N
32E Phillips MT 32730 West Mondak	008 R		WBI 679 SEN	SW1/4	30	32N
33E Phillips MT	Exist. Gathering	Pressure				

FERC Docket: GT97- 14-000

Eighteenth Revised Sheet No. 792 Eighteenth Revised Sheet No. 792: Effective Superseding: Seventeenth Revised Sheet No. 792

	Line Point	Description	Quarter	Section Township
	e Minimum Maximum I	Maximum Tele-		
Point System	Section Type	nagity Matarad		
ID	Pressure Pressure Cap 1/ 2/	pacity Metered		
12		cfd) 5/		
32740 West Mondak	 008 R	WBI 680 SEN	SW1/4	29 32N
	Exist. Gathering Pressure		SWI/4	29 J2N
32750 West Mondak	008 R	WBI 681 SEN	SW1/4	31 32N
	Exist. Gathering Pressure		0771 / 4	0.1 2.037
32760 West Mondak 33E Phillips MT	008 R Exist. Gathering Pressure	WBI 685 SEN	SW1/4	21 32N
32770 West Mondak	008 R	WBI 735 SEN	SW1/4	19 32N
-	Exist. Gathering Pressure			
32780 West Mondak	008 R Exist. Gathering Pressure	WBI 736 SEN	NE1/4	27 32N
32790 West Mondak	008 R	WBI 755 SEN	NE1/4	20 32N
	Exist. Gathering Pressure			
32800 West Mondak	008 R	WBI 756 SEN	NE1/4	21 32N
33E Phillips MT 32810 West Mondak	Exist. Gathering Pressure 008 R	WBI 757 SEN	SW1/4	22 32N
	Exist. Gathering Pressure		OWI/ 4	22 321
32820 West Mondak	008 R	WBI 758 SEN	NE1/4	5 31N
33E Phillips MT 32821 West Mondak	Exist. Gathering Pressure 008 R	WBI 759 SEN	SW1/4	12 31N
	008 R Exist. Gathering Pressure		3W1/4	12 311
32830 West Mondak	008 R	WBI 789 SEN	NE1/4	1 31N
=	Exist. Gathering Pressure		NE 1 / 4	C 21N
32840 West Mondak	008 R Exist. Gathering Pressure	WBI 790 SEN	NE1/4	6 31N
32850 West Mondak	008 R	WBI 791 SEN	NE1/4	31 32N
-	Exist. Gathering Pressure			00 00-
32860 West Mondak	008 R Exist. Gathering Pressure	WBI 792 SEN	NE1/4	28 32N
32870 West Mondak	008 R	WBI 793 SEN	SE1/4	2 31N
	Exist. Gathering Pressure		0771 / 4	07 201
32880 West Mondak	008 R Exist. Gathering Pressure	WBI 794 SEN	SW1/4	27 32N
32890 West Mondak	008 R	WBI 825 SEN	NE1/4	30 32N
-	Exist. Gathering Pressure			
32900 West Mondak	008 R	WBI 826 SEN	NE1/4	29 32N
33E Phillips MT 32910 West Mondak	Exist. Gathering Pressure 008 R	WBI 850 SEN	NE1/4	33 32N
	Exist. Gathering Pressure		,	
32920 West Mondak	008 R	WBI 851 SEN	NE1/4	25 32N
32E Phillips MT 32930 West Mondak	Exist. Gathering Pressure 008 R	WBI 852 SEN	SW1/4	32 32N
	Exist. Gathering Pressure		SW1/ 1	32 32N
32940 West Mondak	008 R	WBI 853 SEN	SE1/4	20 32N
33E Phillips MT 32950 West Mondak	Exist. Gathering Pressure	WBI 875 SEN	NW1/4	2 31N
	Exist. Gathering Pressure		IVW 1 / 4	Z JIN
32960 West Mondak		WBI 876 SEN	NE1/4	35 32N
32E Phillips MT 32970 West Mondak	Exist. Gathering Pressure 008 R	WBI 877 SEN	NE1/4	19 32N
	Exist. Gathering Pressure		NEI/4	19 321
32980 West Mondak	008 R	WBI 878 SEN	NW1/4	21 32N
	Exist. Gathering Pressure	WBI 879 SEN	NIMI / A	1 21M
32990 West Mondak 32E Phillips MT	008 R Exist. Gathering Pressure	MDT 0/3 SEM	NW1/4	1 31N
33000 West Mondak	008 R	WBI 880 SEN	SE1/4	28 32N
33E Phillips MT 33010 West Mondak	Exist. Gathering Pressure 008 R	WBI 881 SEN	NW1/4	6 31N
	Exist. Gathering Pressure		INWIT/4	0 211/
33020 West Mondak	008 R	WBI 902 SEN	SE1/4	34 32N

33E Phillips MT	Exist. Gathering	Pressure				
33030 West Mondak	008 R		WBI 903 SEN	SW1/4	5	31N
33E Phillips MT	Exist. Gathering	Pressure				
33040 West Mondak	008 R		WBI 904 SEN	NE1/4	12	31N
32E Phillips MT	Exist. Gathering	Pressure				
33050 West Mondak	008 R		WBI 905 SEN	NE1/4	11	31N
32E Phillips MT	Exist. Gathering	Pressure				
33060 West Mondak	008 R		WBI 906 SEN	NE1/4	24	32N
32E Phillips MT	Exist. Gathering	Pressure				
33070 West Mondak	008 R		WBI 907 SEN	NE1/4	26	32N
32E Phillips MT	Exist. Gathering	Pressure				
33080 West Mondak	008 R		WBI 908 SEN	NE1/4	23	32N
32E Phillips MT	Exist. Gathering	Pressure				
33090 West Mondak	008 R		WBI 909 SEN	NW1/4	35	32N
32E Phillips MT	Exist. Gathering	Pressure				

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Eighteenth Revised Sheet No. 793 Eighteenth Revised Sheet No. 793: Effective Superseding: Seventeenth Revised Sheet No. 793

	Line Point ate Minimum Maximum Section Type		Quarter	Section Township
ID	Pressure Pressure 1/ 2/	Capacity Metered (Mcfd) 5/		
33100 West Mondak			NW1/4	4 31N
33101 West Mondak		WBI 983 SEN	SE1/4	11 31N
33102 West Mondak		WBI 984 SEN	SE1/4	1 31N
33103 West Mondak		WBI 985 SEN	SE1/4	6 31N
33E Phillips M 33104 West Mondak	008 R	WBI 995 SEN	NW1/4	3 31N
33E Phillips M 33140 West Mondak		sure HINSDALE		
33145 West Mondak		WBI 684 H 4/	SW1/4	16 31N
35E Valley M 33150 West Mondak	T Exist. Gathering Press 008 R	S 5,760 N WBI 841 H	NE1/4	16 31N
	T Exist. Gathering Press	sure	NE1/4	21 31N
	T Exist. Gathering Press		1121, 1	21 0111
33170 West Mondak 35E Valley M	008 R T Exist. Gathering Press	WBI 843 H sure	NE1/4	20 31N
33180 West Mondak 35E Valley M	008 R	WBI 865 H	SW1/4	22 31N
33190 West Mondak	008 R	WBI 866 H	SW1/4	15 31N
33200 West Mondak		WBI 920 H	SE1/4	30 31N
35E Valley M 33210 West Mondak		sure WBI 921 H	NW1/4	22 31N
35E Valley M 33220 West Mondak	T Exist. Gathering Press	sure WBI 922 H	SE1/4	14 31N
35E Valley M 33230 West Mondak	T Exist. Gathering Press 008 R	sure WBI 923 H	NW1/4	14 31N
	T Exist. Gathering Press		SE1/4	23 31N
35E Valley M	T Exist. Gathering Press	sure		
33250 West Mondak 35E Valley M		WBI 925 H sure	NE1/4	26 31N
33260 West Mondak 35E Valley M		WBI 926 H sure	SW1/4	28 31N
33270 West Mondak	008 R	WBI 927 H	SW1/4	29 31N
33280 West Mondak		WBI 928 H	NW1/4	27 31N
35E Valley M 33290 West Mondak	T Exist. Gathering Press 008 R	sure WBI 929 H	NE1/4	27 31N
35E Valley M 33300 West Mondak	T Exist. Gathering Press 008 R		NE1/4	15 31N
35E Valley M	T Exist. Gathering Press	sure	NW1/4	
	T Exist. Gathering Press			
33320 West Mondak 35E Valley M	008 R T Exist. Gathering Press	WBI 933 H sure	SW1/4	14 31N
33330 West Mondak	008 R	WBI 935 H	SE1/4	28 31N
33340 West Mondak	008 R	WBI 936 H	SW1/4	27 31N
33350 West Mondak		WBI 937 H	NE1/4	34 31N
35E Valley M 33360 West Mondak	T Exist. Gathering Press 008 R	sure WBI 938 H	NE1/4	35 31N
	T Exist. Gathering Press		NW1/4	36 31N
	T Exist. Gathering Press		TANAT / I	30 311

33380 West Mondak	008 R	WBI	946 Н	SW1/4	26	31N
35E Valley MT 33390 West Mondak	Exist. Gathering 008 R		947 н	SW1/4	25	31N
35E Valley MT						
	008 R		952 Н	SW1/4	11	31N
35E Valley MT 33410 West Mondak	Exist. Gathering		953 н	NE1/4	14	31N
35E Valley MT			333 II	NEI/4	17	JIII
2	008 R		954 н	NE1/4	29	31N
35E Valley MT						
33430 West Mondak			956 Н	SE1/4	10	31N
	008 R Exist. Gathering	WBI	959 н	SW1/4	20	31N
- <u>-</u>						

FERC Docket: GT97- 14-000

Eighteenth Revised Sheet No. 794 Eighteenth Revised Sheet No. 794: Effective

Superseding: Seventeenth Revised Sheet No. 794

Master Receipt Point List

				1
	Line Point ce Minimum Maximum Section Type	Description Maximum Tele-	Quarter	Section Township
	2 1	Capacity Metered		
ID	1/ 2/			
		(Mcfd) 5/		
33450 West Mondak	008 R	WBI 960 H	SW1/4	21 31N
35E Valley MT	Exist. Gathering Pressu	ire		
33460 West Mondak	008 R	WBI 961 H	NW1/4	23 31N
35E Valley MT	Exist. Gathering Pressu	ire		
33470 West Mondak	008 R	WBI 962 H	NW1/4	24 31N
35E Valley MT	Exist. Gathering Pressu	ire		
33480 West Mondak	008 R W	BI 934 H UNCOMM.	NE1/4	28 31N
35E Valley MT	Exist. Gathering Press	3,240 N		

^{1/} REFER TO THE MAP SECTION OF TRANSPORTER'S FERC GAS TARIFF SECOND REVISED VOLUME NO. 1 FOR THE LOCATION OF THE VARIOUS LINE SECTIONS.

CAPABILITY OF EACH SUCH POINT AND THE AVAILABILITY OF UPSTREAM AND/OR DOWNSTREAM PIPELINE CAPACITY.

R = RECEIPT POINT

^{2/} B = BOTH RECEIPT AND DELIVERY POINT R = 3/ GAS CAN ONLY BE RECEIVED BY DISPLACEMENT.

^{4/} RECEIPT POINTS METERED ON A GROUP BASIS.
5/ QUANITITIES SHOWN REFLECT MAXIMUM CAPACITY AT RECEIPT POINT STATION. AVAILABLE CAPACITY SHALL BE LIMITED BY BOTH THE PHYSICAL

Sheet Nos. 795-824 Sheet Nos. 795-824 : Superseded

SHEET NOS. 795-824

ARE RESERVED FOR FUTURE USE

FERC Docket: GT96- 38-000

Ninth Revised Sheet No. 796 Ninth Revised Sheet No. 796 : Effective Superseding: Eighth Revised Sheet No. 796

Daniel Garat	Q1 - 1	Line Point Description	Quarter	Section Township
Range County Point Syste		e Minimum Maximum Maximum Tele- Section Type		
TOTHE BYSEC	111	Pressure Pressure Capacity Metered		
ID		1/ 2/		
		(Mcfd) 5/		
33190 Mondak 35E Valley	МП	008 R WBI 866 H Exist. Gathering Pressure	SW1/4	15 31N
			SE1/4	30 31N
35E Valley	MT	008 R WBI 920 H Exist. Gathering Pressure	NIT / /	20 213
33210 Mondak 35E Valley	МТ	008 R WBI 921 H Exist. Gathering Pressure	NW1/4	22 31N
33220 Mondak		008 R WBI 922 H Exist. Gathering Pressure	SE1/4	14 31N
35E Valley 33230 Mondak		Exist. Gathering Pressure 008 R WBI 923 H	NW1/4	14 31N
35E Valley	MT	Exist. Gathering Pressure	IWI/ 4	11 511
33240 Mondak		008 R WBI 924 H	SE1/4	23 31N
35E Valley 33250 Mondak	МТ	Exist. Gathering Pressure 008 R WBI 925 H	NE1/4	26 31N
35E Valley	MT	Exist. Gathering Pressure		
33260 Mondak 35E Valley		008 R WBI 926 H Exist. Gathering Pressure	SW1/4	28 31N
33270 Mondak		008 R WBI 927 H	SW1/4	29 31N
	МТ	Exist. Gathering Pressure 008 R WBI 928 H	NW1/4	27 31N
35E Valley	МТ	Exist. Gathering Pressure	IWI/ 4	27 311
33290 Mondak 35E Valley		008 R WBI 929 H Exist. Gathering Pressure	NE1/4	27 31N
33300 Mondak		008 R WBI 930 H	NE1/4	15 31N
		Exist. Gathering Pressure	27771 / 4	15 2137
33310 Mondak 35E Valley		008 R WBI 932 H Exist. Gathering Pressure	NW1/4	15 31N
33320 Mondak		008 R WBI 933 H	SW1/4	14 31N
35E Valley 33330 Mondak	M'I'	Exist. Gathering Pressure 008 R WBI 935 H	SE1/4	28 31N
35E Valley	MT	Exist. Gathering Pressure	021, 1	20 011
33340 Mondak 35E Valley		008 R WBI 936 H Exist. Gathering Pressure	SW1/4	27 31N
33350 Mondak	PII	008 R WBI 937 H	NE1/4	34 31N
	MT	Exist. Gathering Pressure	ND1 / 4	25 2111
33360 Mondak 35E Valley	МТ	008 R WBI 938 H Exist. Gathering Pressure	NE1/4	35 31N
33370 Mondak		008 R WBI 939 H	NW1/4	36 31N
35E Valley 33380 Mondak	M.T.	Exist. Gathering Pressure 008 R WBI 946 H	SW1/4	26 31N
35E Valley		Exist. Gathering Pressure		
33390 Mondak 35E Valley		008 R WBI 947 H Exist. Gathering Pressure	SW1/4	25 31N
33400 Mondak	111	008 R WBI 952 H	SW1/4	11 31N
35E Valley 33410 Mondak	MΤ	Exist. Gathering Pressure 008 R WBI 953 H	NE1/4	14 31N
35E Valley	МТ	Exist. Gathering Pressure	NEI/4	14 311
33420 Mondak		008 R WBI 954 H	NE1/4	29 31N
35E Valley 33430 Mondak		Exist. Gathering Pressure 008 R WBI 956 H	SE1/4	10 31N
		Exist. Gathering Pressure	0771 / 4	0.0
33440 Mondak 35E Valley		008 R WBI 959 H Exist. Gathering Pressure	SW1/4	20 31N
33450 Mondak		008 R WBI 960 H	SW1/4	21 31N
35E Valley 33460 Mondak		Exist. Gathering Pressure 008 R WBI 961 H	NW1/4	23 31N
35E Valley		Exist. Gathering Pressure		
33470 Mondak 35E Valley	МП	008 R WBI 962 H Exist. Gathering Pressure	NW1/4	24 31N
33480 Mondak		008 R WBI 934 H UNCOMM.	NE1/4	28 31N

35E Valley MT Exist. Gathering Press 3,240 N

- 1/ REFER TO THE MAP SECTION OF TRANSPORTER'S FERC GAS TARIFF SECOND REVISED VOLUME NO. 1 FOR THE LOCATION OF THE VARIOUS LINE SECTIONS.
 - 2/ B = BOTH RECEIPT AND DELIVERY POINT R = RECEIPT POINT 3/ GAS CAN ONLY BE RECEIVED BY DISPLACEMENT.
- 4/ RECEIPT POINTS METERED ON A GROUP BASIS.
 5/ QUANITITIES SHOWN REFLECT MAXIMUM CAPACITY AT RECEIPT POINT STATION. AVAILABLE CAPACITY SHALL BE LIMITED BY BOTH THE PHYSICAL

CAPABILITY OF EACH SUCH POINT AND THE AVAILABILITY OF UPSTREAM AND/OR DOWNSTREAM PIPELINE

Effective Date: 11/10/1994 Status: Effective FERC Docket: GT95- 5-000

First Revised Sheet Nos. 797-824 First Revised Sheet Nos. 797-824: Effective Superseding: Original Sheet Nos. 797-824

SHEET NOS. 797-824

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

FERC Docket: RP99-442-000

Sheet Nos. 825-835 Sheet Nos. 825-835 : Superseded

Superseding: 835

SHEET NOS. 825-835

ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

THIS SHEET SUPERSEDES THE FOLLOWING TARIFF SHEETS:

SIXTEENTH REVISED SHEET NO. 825
SEVENTEENTH REVISED SHEET NO. 826
TWENTY-SECOND REVISED SHEET NO. 827
SEVENTEENTH REVISED SHEET NO. 828
TWENTY-THIRD REVISED SHEET NO. 829
TWENTY-THIRD REVISED SHEET NO. 830
THIRTY-SECOND REVISED SHEET NO. 831
THIRTIETH REVISED SHEET NO. 832
TWENTY-NINTH REVISED SHEET NO. 833
FOURTH REVISED SHEET NO. 834
SECOND REVISED SHEET NO. 834

FERC Docket: GT99- 60-000

Point

Seventeenth Revised Sheet No. 826 Seventeenth Revised Sheet No. 826: Effective

Superseding: Sixteenth Revised Sheet No. 826

Master Delivery Point List

Maximum
Line Point
Minimum Maximum Capacity Tel

Minimu	ım Maximum	ı Ca	pacity Tele-				_
ID System S County State Pres	Section 1/ T ssure Press	Type 2 sure (Description Mcfd) 4/ Metered	Quarter	Section Tow	√nship	Range
			Mcfd) 4/ Metered				
01230 West Mondak	005	D	MDU-West Glendive Border	NE1/4	34	16N	55E
Dawson MT	15	48	MDU-West Glendive Border 1,666 N			1.637	F.F.D.
01240 West Mondak Dawson MT	005 15	48	MDU-North Glendive Border 1,421 N	SWI/4	23	16N	55E
01245 West Mondak			MDU-Tran.Line(05)MTZ20				
01250 West Mondak	006	D	3/ N MDU-Savage Border	NE1/4	32	20N	58E
Richland MT 01255 West Mondak	32 006	40 D	324 N Crane Field Fuel	SW1/4	2	21N	58E
Richland MT	40	60		SWI/4	2	ZIN	JOE
01260 West Mondak Richland MT	006 200	D 450		SW1/4	9	22N	59E
01270 West Mondak	006	D	MDU-Holly Sugar, Sidney	NW1/4	34	23N	59E
Richland MT 01280 West Mondak	200 006		3/ N MDU-Sidney Border	SE1/4	33	23N	59E
Richland MT	20	55	4,488 T			0.017	
01297 West Mondak Richland MT	006 70	D 175	Sidney North Field Fuel 535 N	SW1/4	11	23N	59E
01300 West Mondak		D	MDU-Fairview Border	NE1/4	17	24N	60E
Richland MT 01320 West Mondak	5 006	D 45	1,051 N MDU-Watford City Border	SE1/4	13 1	150N	99W
McKenzie ND 01330 West Mondak	10 006	25 D	2,391 T Tobacco Gardens Field Fuel	SW1/4	15 1	150N	99W
McKenzie ND	70	100		SWI/4			
01340 West Mondak McKenzie ND	006 80	D 120	, , ,	NW1/4	4 1	148N	101W
01350 West Mondak	006	D	MDU-Arnegard Border	SE1/4	14 1	150N	100W
McKenzie ND 01360 West Mondak	5 006	25 D	324 N MDU-Alexander Border	NW1/4	5 1	150N	101W
McKenzie ND	5	25	324 N	OD1 /4	2.2 1	1 = 1 > 7	1.0057
01370 West Mondak McKenzie ND	006 60	D 90	Alexander Field Fuel 907 N	SE1/4	23 1	151N	102W
01385 West Mondak Williams ND	006 90	D 175	Trenton North Field Fuel (Bear 714 N	PaSW1/4	26 1	154N	102W
01390 West Mondak	006	D 173	MDU-Trenton Border	NE1/4	17 1	153N	102W
Williams ND 01400 West Mondak	18 006	60 D	324 N Williston Plant Field Fuel	SW1/4	10 1	153N	102W
Williams ND	30	100	555 N				
01410 West Mondak Williams ND	006 60	D 200		NW1/4	22 1	154N	101W
01420 West Mondak		D	MDU-Williston Border #2	NE1/4	10 1	L54N	101W
Williams ND 01430 West Mondak	10 006	25 D	597 N MDU-Williston Border #3	NW1/4	2 1	154N	101W
Williams ND	10	25	597 N	ND1 / 4	0.0 1	1 = 437	1.0157
01435 West Mondak Williams ND	10	D 60	597 N	NE1/4	28 1	154N	101W
01450 East Mondak Williams ND	007	D 25	MDU-Epping Border 84 N	SW1/4	1 1	155N	99W
01460 East Mondak	007	D	MDU-Ray Border	NW1/4	16 1	L56N	97W
Williams ND 01470 East Mondak	7		925 N MDU-Tioga Border	NW1/4	26 1	157N	95W
Williams ND	10	57	1,484 N				
01475 East Mondak Burke ND	025 6		MDU-Lignite Border 353 N	NW1/4	7 1	L62N	91W
01476 East Mondak	025	D	Berco-Stoneview	NW1/4	26 1	L60N	94W
Burke ND 01481 East Mondak	200 025	700 D	5,616 T McGregor Field Fuel	NW1/4	20 1	L59N	94W
Burke ND	80		506 N	NIW1 / 4			94W
01482 East Mondak	023	ע	6 Mile Field Fuel	NW1/4	19 1	- OOM	94W

Mountra	ail ND	300	700) 9,600 N		
01484	West Mondak	006	D	MDU-Tran.Line(06)MTZ212		
				3/ N		
1485	West Mondak	006	D	MDU-Tran.Line(06)MTZ211		
				3/ N		
1486	West Mondak	006	D	MDU-Tran.Line(06)NDZ25		
				3/ N		
01487	West Mondak	006	D	MDU-Tran.Line(06)NDZ211		
				3/ N		
01488	West Mondak	006	D	MDU-Tran.Line(06)NDZ24		
				3/ N		
01489	West Mondak	025	D	MDU-Tran.Line(25)NDZ263		
				3/ N		
01490	East Mondak	007	D	MDU-White Earth Border	NW1/4	36
Mountr	ail ND	5	25	5 84 N		

FERC Docket: GT99- 60-000

Twenty-Second Revised Sheet No. 827 Twenty-Second Revised Sheet No. 827: Effective Superseding: Twenty-First Revised Sheet No. 827

Point		Line	Point	Ma	ximum				
101110	Minimu	m Maxin	nıım	Car	pacity Tele-				
ID	System S	Section 1/	Type	2.	/ Description	Quarter Se	ction T	ownship	Range
					Mcfd) 4/ Metered				
					MDU-Ross Border 554 N MDU-Stanley Border 1,216 N MDU-Palermo Border		0.0	4 = 6	0.0
01500 Mountra	East Mondak	007	D	25	MDU-Ross Border	NW1/4	29	156N	92W
01510	East Mondak	007	D		MDU-Stanley Border	NW1/4	28	156N	91W
Mountra 01520	il ND East Mondak	10	1	00	1,216 N MDU-Palermo Border	NE1/4	15	156N	90W
Mountra	il ND	5		25	84 N	NEI/4	13	13011	90W
	East Mondak				MDU-Berthold Border	NE1/4	28	156N	86W
Ward 01540		10 007			597 N MDU-Des Lacs Border	SW1/4	11	155N	85W
Ward	ND	10		25	253 N				
01550 Ward	East Mondak ND	007 60			MDU-Minot North Border 30,240 T	SE1/4	9	155N	83W
01560	East Mondak				MDU-Minot Border 17,088 T	SE1/4	9	155N	83W
Ward	ND	70	1	25	17,088 T	OP1 / 4	2.1	1 - 7 - 7	0.014
01570 Ward	East Mondak ND	10			MDU-Ruthville Master Meter 312 N	SE1/4	31	157N	82W
01580	East Mondak		D		MDU-Minot A.F.B.	SW1/4	18	157N	82W
Ward 01581	ND East Mondak	200	7 D	00	3/ T MDU-Minot A.F.B. Hospital 3/ N MDU-Minot A.F.B. Pro Shop	SE1/4	1.8	157N	82W
Ward	ND	200	7	00	3/ N	021/1	10	1071	0211
01582	East Mondak ND		D 7	0.0	MDU-Minot A.F.B. Pro Shop	NE1/4	19	157N	82W
Ward 01600	ND East Mondak	200 007			3/ N MDU-Burlington Border	SW1/4	18	155N	83W
Ward		10	1	75	2,770 N				
01610 Ward	East Mondak ND	007 5			MDU-Prairie View Heights 84 N	NW1/4	10	152N	83W
01615	East Mondak		D		ADM, Velva	SW1/4	31	152N	82W
Ward 01620	ND	200			2,436 T MDU-Max Border	CW1 / 4	1.0	1 E O NT	83W
McLean	East Mondak ND	10			324 N	SW1/4	10	150N	03W
01630	East Mondak				MDU-Garrison Border	NW1/4	8	148N	84W
McLean 01640	ND East Mondak	10 007			2,038 N MDU-Turtle Lake Border	SW1/4	29	147N	80W
	ND	10			715 N	SWI/ I	23	11/11	
01650 McLean	East Mondak ND	007 10		2 5	MDU-Underwood Border 715 N	SW1/4	16	146N	82W
01660	East Mondak			25		SW1/4	34	147N	84W
McLean		12			420 N	/ / -			0.0
01670 McLean	East Mondak ND	5			MDU-Washburn Border 1,437 N	SE1/4	14	144N	82W
01680	East Mondak	007	D		MDU-Wilton Border	SE1/4	34	143N	80W
McLean 01685	ND Fast Mondak	007	D	19	598 N MDU-Tran.Line(07)NDZ261				
					3/ N				
01686	East Mondak	007	D		MDU-Tran.Line(07)NDZ262				
01687	East Mondak	007	D		3/ N MDU-Hamel Master	SW1/4	19	155N	83W
Ward	ND	10		60	192 N				
01690 Burleig	Sheyenne h ND	003 8		60	MDU-Apple Valley Border 245 N	NW1/4	36	139N	79W
01700	Sheyenne	003	D	00	MDU-Steele Border	NE1/4	17	139N	73W
Kidder	ND	10		60		2771 / 4	1.0	1 2 0 2 7	70
01710 Kidder	Sheyenne ND	003 5	D	33	MDU-Dawson Border 131 N	NE1/4	10	139N	72W
01720	Sheyenne	003	D		MDU-Tappen Border	SW1/4	3	139N	71W
Kidder 01730	ND Sheyenne	5 003	D	60	131 N MDU-Medina Border	NE1/4	21	140N	68W
Stutsma		20		57		1ATT / 4	JΤ	TION	OOW
01735	Sheyenne	003	D		MDU-Tran.Line(03)NDZ271				

			3/ N			
01736 Sheyenne	003	D	MDU-Hagens Master	SE1/4	5 139N	72W
Kidder ND	5	25	57 N			
01737 Sheyenne	003	D	MDU-Gerald DeWitz Master	SE1/4	6 139N	71W
Kidder ND	5	25	57 N			
01738 Sheyenne	003	D	MDU-Richard DeWitz Master	SE1/4	3 139N	72W
Kidder ND	5	25	57 N			
01740 Sheyenne	024	D	MDU-Cleveland Border	SW1/4	34 140N	67W
Stutsman ND	20	53	131 N			
01750 Sheyenne	024	D	MDU-Haybuster Master Meter	SE1/4	2 139N	64W
Stutsman ND	20	60	598 N			
01760 Sheyenne	024	D	MDU-Jamestown Border	NW1/4	32 140N	63W
Stutsman ND	55	125	11,088 T			
01765 Sheyenne	024	D	MDU-ND State Hosp. Jamestown	SE1/4	6 139N	63W
Stutsman ND	200	1,200	3/ N			

FERC Docket: GT99- 60-000

Seventeenth Revised Sheet No. 828 Seventeenth Revised Sheet No. 828: Effective Superseding: Sixteenth Revised Sheet No. 828

Master Delivery Point List

Maximum Point Line Point

Point	Minim		Point	nagity Mala			
County	System State Pre	Section 1/ ssure Pre	Type 2. ssure (I	pacity Tele- / Description Mcfd) 4/ Metered			
01766	Sheyenne	024	D	Aviko USA L.L.C. 4,087 T	SW1/4 2	7 140N	63W
Stutsman	n ND Shewenne	30	100	4,087 T	SM1// 2	2 140N	62W
Stutsman	n ND	200	1,200	3/ T	SW1/4 22	2 140N	02W
01780	Sheyenne	024	D	MDU-Sanborn Border	NW1/4 23	3 140N	60W
Barnes	ND	20	60	131 N	CE1 / 4 20) 140N	E 0 M
01/90 Barnes	ND	15	ע 125	8.688 T	SE1/4 20) 14UN	58W
01791	Sheyenne	024	D	AVIKO USA I.E.C. 4,087 T MDU-Ladish-Malting-Spiritwood 3/ T MDU-Sanborn Border 131 N MDU-Valley City Border 8,688 T MDU-Tran.Line(24)NDZ272 3/ N			
	Sheyenne			NSP-Oriska Border	NE1/4	7 140N	56W
	ND	10		243 N	CM1 / / 10) 1.4.0 NT	EEM
	Sheyenne Inty ND	024 10	60	NSP-Tower City Border	SW1/4 18	3 140N	55W
01794	Sheyenne	024	D	243 N NSP-Buffalo Border	SW1/4 19	9 140N	54W
	inty ND	10	60	243 N	QE1 /4	1 4027	E Ora
	Sheyenne Inty ND	024	D 60	NSP-Casselton Border 1,068 N	SE1/4 26	5 140N	52W
	Sheyenne	024	D	•	SE1/4 25	5 140N	51W
Cass Cou	inty ND	100	2.50	19,056 T			E 4
01797 Cass Cou	Sheyenne inty ND	300	ע 720	Northern Sun-Enderlin 6,000 T	NE1/4 20) 140N	54W
	Sheyenne			NSP-Transmission Line Sales 3/ N			
	Sheyenne		D	NSP-Raymond Trautman Master	NW1/4	3 140N	56W
	ND	20	60		GE1 / 4	1 4027	E E ta
	Sheyenne Inty ND	024 20	D 60		SW1/4 22	2 140N	55W
01803	Sheyenne Inty ND	024		NSP-Rodney Hogan Master	NE1/4 21	140N	54W
	Sheyenne	024	D		NW1/4 26	5 140N	53W
	inty ND	20	60		NTT1 / 4	1 1027	E 0
	Sheyenne Inty ND	024 20	D 60		NE1/4 30) 140N	52W
	Sheyenne	024	D	NSP-George Sinner Master	SE1/4 25	5 140N	52W
	inty ND	20	60		271 / 4	1 1027	E 1
	Sheyenne Inty ND	024 20	D 60		SE1/4 30) 140N	51W
	Sheyenne	024	D		SW1/4 29	9 140N	51W
	inty ND	20	60				E 4
	Sheyenne Inty ND	024 5	ں 25	NSP-Betty Nelson Master 58 N	SW1/4 26	5 140N	51W
	Sheyenne	004	D		NW1/4 19	9 146N	66W
	ND	004 25	60	2,904 N			
	Sheyenne ND	004	D 60	MDU-New Rockford Border 2,167 N	NE1/4 31	L 149N	66W
	Sheyenne			MDU-Sheyenne Border	NE1/4	3 150N	66W
Eddy	ND	20	60	331 N			
01830 Benson	Sheyenne ND	004 25	D 60	MDU-Fort Totten Master Meter 598 N	NW1/4 20) 152N	65W
	Sheyenne	004	D 60	MDU-Devils Lake Border	NE1/4	5 153N	64W
Ramsey	ND	35	125	8,712 T			
	Sheyenne	004	D 1 106	MDU-Devils Lake Industrial	SW1/4 28	3 154N	64W
Ramsey 01850	ND Sheyenne	200 004	1,106 D	3/ N MDU-M.S.R. Firm, ND	SW1/4 14	159N	60W
Cavalier	nD	200	1,106	3/ N			
01860	Sheyenne	004	D 40	MDU-Langdon Border	SE1/4 23	3 161N	60W
Cavalier 01870	ND Sheyenne	10 004	49 D	2,472 N MDU-Park River Border	NE1/4 21	L 157N	55W
· ·	- 4				,		

Walsh	ND	15	49	2,227 N			
01880	Sheyenne	004	D	MDU-Grafton Border	NE1/4	14 1571	v 53W
Walsh	ND	60	125	5 , 256 T			
01889	Sheyenne	004	D	MDU-P.A.RCavalier (fin	cm) NW1/4	33 1611	v 56W
Pembina	a ND	200	1,106	3/ N			
01890	Sheyenne	004	D	MDU-P.A.RCavalier (int	ter.) NW1/4	33 1611	v 56W
Pembina	a ND	200	1,106	3/ N			
01910	Sheyenne	004	D	MDU-Walhalla Border	NW1/4	29 1631	v 56W
Pembina	a ND	10	49	991 N			
01920	Sheyenne	004	D	MDU-ADM-Walhalla	SE1/4	29 1631	v 56W
Pembina	a ND	110	200	4,560 T			
01930	Sheyenne	004	D	MDU-Cavalier Border	NE1/4	9 1611	N 54W
Pembina	a ND	15	49	2,194 N			
01935	Sheyenne	004	D	MDU-Tran.Line(04)NDZ273			
				3 / N			

FERC Docket: GT99- 60-000

Twenty-Third Revised Sheet No. 829 Twenty-Third Revised Sheet No. 829: Effective Superseding: Twenty-Second Revised Sheet No. 829

Master Delivery Point List

Maximum Line Point

.				Maximum				
Point		Line ım Maxi	Point	Capacity Tele-				
ID	System S	Section 1	./ Tvpe	2/ Description	Ouarter Sec	tion T	ownship	Range
County	State Pres	ssure Pr	essure	(Mcfd) 4/ Metered				
01960	East Mondak	002	D	MDU-Bismarck Mis. Riv. Border	SE1/4	31	139N	80W
	h ND	75		00 45,360 T	021/1	0 ±	13311	0011
	East Mondak			MDU-Bismarck North Border	SW1/4	8	139N	80W
_	h ND	200		00 26,400 T	OT:1 / 4	2.2	139N	81W
01970 Morton	East Mondak ND	46		MDU-Mandan Border 55 9,456 T	SW1/4	22	139N	81W
01980	East Mondak			MDU-Heskett Hous. Mast. Meter	SW1/4	10	139N	81W
Morton		25		10 1,279 N				
01990 Morton	East Mondak ND	002 200	D 50	MDU-Heskett Station 00 3/ N	SE1/4	10	139N	81W
02000			D		SE1/4	10	139N	81W
Morton	ND	200	50	00 3/ Т				
02010	East Mondak		D	MDU-New Salem Border	NE1/4	21	139N	85W
Morton 02020	ND East Mondak	4 002	D 5	50 1,665 N MDU-Glen Ullin Border	NE1/4	31	139N	88W
Morton		4		54 1,295 N	NDI/ I	31	13311	0011
02025	East Mondak		D	, , , , , , , , , , , , , , , , , , ,	NW1/4	21	139N	89W
Morton 02030	ND East Mondak	200 002		L8 3/ N MDU-Hebron Border	SE1/4	33	140N	90W
Morton		5	_	MD0-Reprofit Border 50 1,620 N	SEI/4	33	14UN	90W
	East Mondak	002	_	MDU-Richardton Border	SW1/4	5	139N	92W
Stark	ND	5		58 814 N		0.0	4 40	0.0
02050 Stark	East Mondak ND	002 20	D 4	MDU-Taylor Border 42 353 N	NW1/4	33	140N	93W
02060	East Mondak		D		SW1/4	35	134N	93W
	er ND	25		51 1,294 N				
02070	East Mondak	002 4	D	MDU-Regent Border	NE1/4	13	134N	95W
02080	er ND East Mondak			6 322 N MDU-New England	NW1/4	3	135N	97W
Hetting		5		52 1,428 N				
02090	East Mondak		D	MDU-Lefor Border	NW1/4	16	137N	94W
Stark 02100	ND East Mondak	4 002	D	L6 239 N MDU-Gladstone	NE1/4	17	139N	94W
Stark	ND	1		50 266 N	NDI/ I	Ι,	10011	2411
02115	East Mondak	002	D	MDU-Tran.Line(02)NDZ31				
02116	East Mondak	002	D	3/ N				
02110	East Mondak	002	ע	MDU-Tran.Line(02)NDZ28 3/ N				
02120	West Mondak	001	D	MDU-Dickinson Border	NW1/4	22	139N	96W
Stark	ND	55		73 15,864 T		4.0	4.0.0	0.0
02130 Stark	West Mondak ND	001 8	D 1	MDU-South Heart LO 324 N	NW1/4	13	139N	98W
02135	West Mondak	001	D		NW1/4	6	145N	94W
Dunn	ND	20		50 155 N				
02140	West Mondak		D		SW1/4	14	145N	95W
Dunn 02150	ND West Mondak	10 001	D	50 353 N MDU-Belfield Border	SE1/4	5	139N	99W
Stark	ND	20		15 760 N	J, -	-		
02155	West Mondak		D	Duncan Energy - Fryburg	SE1/4	17	138N	101W
Billing 02160	s ND West Mondak	40	6 D	50 358 N MDU-Sentinel Butte Border	NE1/4	30	140N	104W
	Vall ND	5		50 209 N	NDT/ J	30	TIOIN	TOIM
02170	West Mondak		D	MDU-Beach Border	SW1/4	25	140N	106W
Golden 02180	Vall ND West Mondak	15	3 D	39 1,665 N	SE1/4	25	138N	106W
	Vall ND	5		MDU-Golva Border 50 324 N	SEI/4	23	TOOM	TOOM
02185	West Mondak	001	D	MDU-Wibaux Border	SE1/4	12	14N	59E
Wibaux	MT	1		42 631 N				
02187	West Mondak	OOT	D	MDU-Tran.Line(01)MTZ32				

				3/ N					
02188	West Mondak	001	D	MDU-Tran.Line(01)NDZ32					
				3/ N					
02189	West Mondak	001	D	MDU-Tran.Line(01)NDZ31					
				3/ N					
02979	Worland	019	D	Hiland Plant Fuel	NE1/4	23	47N	92W	
Washakie	e WY	200	1,017	2,160 N					
02986	Worland	020	D	Worland Plant (Compression)	SW1/4	16	48N	92W	
Washakie	e WY	200	800	72,000 N					
03129	Worland	021	D	Garland Plant Fuel	SE1/4	29	56N	97W I	Big
Horn	WY	200	800	360 N					
03301	Worland	017	В	Liscom Creek - Mainline	SE1/4	21	2N	45E	
Custer	MT	200	800	15,000 N					
03365	Worland	019	D	KNE-Bridger	SW1/4	27	40N	91W	
Fremont.	WY	200	1.017	30.000 T					

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Twenty-Third Revised Sheet No. 830 Twenty-Third Revised Sheet No. 830: Effective Superseding: Twenty-Second Revised Sheet No. 830

Master Delivery Point List

Maximum Point Line Point

FOIIIC											
		inimum Max:		pacity Tel							
ID	Syster	n Section 1	1/ Type 2,	/	Description	Quarter	Section To	wnship	Range		
County		Pressure Pr						-	_		
00075	T-T 1 1	010		TIDO M. J.J.		OT-11 / 4	0.7	4.037	0.1 5.7		
03375	Worland	019			n Interconnect	SW1/4	27	40N	91W		
Fremont	WY	200	1,017	40,000	T						
03390	Worland	021	D	CIG-Elk Ba	asin	SE1/4	24	58N	100W		
Park	WY	300	800	120,000							
03420	Worland	018	D		ower - Warren	NE1/4	21	8S	25E		
						NET/4	21	0.5	275		
Carbon	МТ	200	800	•							
03470	Worland	019	D	Wyo.Gas-Th	hermopolis	SE1/4	26	43N	95W	Hot	
Springs	WY	50	133	4,265	Γ						
03480	Worland	019	D	Wvo.Gas-W	vo-Ben Lucerne	SW1/4	32	44N	94W	Hot	
Springs		50	100	508 1	<u> </u>		~ -				
						OB1 / 4	2.5	4731	0.2547		
03500	Worland	019	D	wyo.Gas-wo	orland Border	SE1/4	25	47N	93W		
Washaki	e WY	125	400	19,200	T						
03510	Worland	019	D	Wyo.	Gas-Mountainview Borde:	nE1/4	31	47N	92W		
Washaki	e WY	10	35	352	N						
03520	Worland	019	D		Sugar, Worland	SE1/4	25	47N	93W		
		130	400			DDI/ 4	23	7 / 14	J 3 W		
Washaki											
03524	Worland	019	D		Line(19)WYZ3						
				3/ 1	N						
03525	Worland	019	D	Wvo.Gas-T	ran.Line(19)WYZ3						
				=	N						
02515	To T a see 1 a see al	010	ъ			NTT-71 / /	2.5	4 2 3 3	O E 7-7	TT 1	
03515	Worland	019	D		Gas-Airport Master	NW1/4	25	43N	95W	Hot	
Springs		5	60		N						
03516	Worland	019	D	Wyo.	Gas-Red Lane Master	SW1/4	24	43N	95W	Hot	
Springs	WY	5	60	200 1	N						
03517	Worland	019	D		 Gas-Sunnyside Lane Mast	-ANE1 / 4	7	43N	94W	Hot	
				_	-	CIVILI/ 4	,	1011	2411	1100	
Springs		5	60		N						
03518	Worland	019	D	Wyo.	Gas-Sanford-Wilson Mast	teSW1/4	32	44N	94W	Hot	
Springs	WY	20	60	188 1	N						
03519	Worland	019	D	Wvo.	Gas-Lucerne Master	SW1/4	32	44N	94W	Hot	
Springs		20	90		N						
03526	Worland	019	D		ran.Line(19)WYZ2						
				3/ 1	N						
03528	Worland	020	D	Manderson-	-KCS	SW1/4	19	50N	92W	Biq	
Horn	WY	200	800	7,920	T					_	
03529	Worland	020	D	•	Field Fuel	SW1/4	19	50N	92W	Big	
						DWI/ I	1.7	3011	J 2 W	ьта	
Horn	WY	50	175		N _						
03530	Worland	020	D	Wyo.Gas-Ma	anderson Border	SW1/4	19	50N	92W	Big	
Horn	WY	20	60	ו 197	N						
03540	Worland	020	D	Wvo.Gas-Ba	asin Border	NW1/4	21	51N	93W	Biq	
Horn	WY	40	175		N					5	
				•		NTD1 / 4	1 7	FONT	0.054	ъ.	
03550	Worland	020	D		reybull Border	NE1/4	17	52N	93W	Big	
Horn	WY	245	275	3,456	N						
03560	Worland	020	D	MDU-WyoBer	n, Greybull	SE1/4	11	53N	94W	Biq	
Horn	WY	200	800	- ,-	N T					_	
03570	Worland		D			SW1/4	28	55N	94W	Biq	
					•	SWI/4	2.0	JJIN	94W	ьта	
Horn	WY	200	800		N						
03575	Worland	020	D	MDU-Tran.	Line (20)WYZ4						
				3/ 1	N						
03576	Worland	020	D	MDII-	Torchlight Master	NW1/4	21	51N	93W	Biq	
	WY				-	111111/1	2.1	0111	5511	Dig	
Horn		25	100		N						
03577	Worland	020	D		ran.Line(20)WYZ4						
					N						
03580	Worland	021	D	MDU-Lovel:	l Border	NW1/4	15	56N	96W	Big	
Horn	WY	20	125		T	, =	= *	•		- 5	
03590		021			rn Sugar, Lovell	NW1/4	1 ⊑	5.6N	Q C TAT	D: ~	
	Worland		D		-	INWI/4	15	56N	96W	Big	
Horn	WY	120	205		N						
03595	Worland	021	D	MDU-WyoBer	n, Lovell	NE1/4	17	56N	96W	Big	
Horn	WY	120	205	. =	N					_	
03600	Worland	018	D	MDU-Cowle		SW1/4	16	57N	9.6W	Biq	
03000	·vor rand	010	ע	TIPO COMTE	y DOLUCE	DVV±/ T	10	J / 1N	J 0 W	ьта	

Horn	WY	30	60	355 N				
03610	Worland	021	D	Wyo.Gas-Byron Border #1	NW1/4	33	56N	97W Big
Horn	WY	25	60	372 N				
03620	Worland	021	D	Wyo.Gas-Byron Border #2	SW1/4	30	56N	97W Big
Horn	WY	25	60	46 N				
03630	Worland	021	D	Frannie Deaver Border	SW1/4	35	57N	98W
Park	WY	50	10	0 392 N				
03640	Worland	021	D	MDU-Powell Border	SW1/4	11	55N	99W
Park	WY	52	6	0 7,128 T				
03650	Worland	021	D	MDU-Powell, Garland Border	NE1/4	4	55N	98W
Park	WY	40	6	0 355 N				
03660	Worland	021	D	MDU-Powell Road # 5 Border	SE1/4	5	55N	98W
Park	WY	40	6	0 355 N				
03665	Worland	021	D	MDU-Kylander Construction	SE1/4	12	55N	99W
Park	WY	100	20	5 3/ N				

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Thirty-Second Revised Sheet No. 831 Thirty-Second Revised Sheet No. 831: Effective Superseding: Thirty-First Revised Sheet No. 831

				Maximum	
Point	Li	ne	Point	5	
	Minimum	Maxim	ııım	Canacity	Tele

101110	Minimum Maximum Capacity Tele-										
ID	System	Section 1/	Туре	2/	Description	Quarter Sect	ion To	wnship	Range		
County	State Pre	ssure Pres	ssure	e (N	Mcfd) 4/ Metered						
03670	Worland	021	D			SW1/4	29	58N	99W		
Park	WY	130		500		0771 / 4	0.0	E 0.17	0.0		
03675 Park	Worland WY	021 100	D 1	L75	Howell-Elk Basin 1,300 N	SW1/4	29	58N	99W		
03680	Worland	021			Cody Gas Co - Elk Basin	SE1/4	24	58N	100W		
Park	WY	200		300							
03685	Worland	021	D		MDU-Tran.Line(21)WYZ6						
03690	Worland	022	D		3/ N MDU-Belfry Border	SW1/4	6	8S	23E		
Carbon	MT	45	_		353 N		-				
03700	Worland	022	D		MDU-Bridger Border	SW1/4	21	6S	23E		
Carbon 03710	MT Worland	40 022	D	60	830 N MDU-Fromberg Border	NW1/4	20	5S	23E		
Carbon	MT	35	D	60		11111/1	20	56	235		
03720	Worland	022_	D		MDU-Edgar Border	NE1/4	29	4S	23E		
Carbon 03730	MT Worland	70 022	D	95	194 N MDU-Joliet Border	SE1/4	17	4S	23E		
Carbon	MT	35	D	60		201/4	1 /	40	235		
03740	Worland	022	D		MDU-Silesia Border	SW1/4	23	3S	23E		
Carbon	TM	35	Б	60		SE1/4	2.2	20	0.2 🖽		
03750 Carbon	Worland MT	022 35	D	60	MDU-Rockvale Border 84 N	SEI/4	33	3S	23E		
03753	Worland	022	D		MDU-Krug Master Meter	NE1/4	32	2S	24E		
Carbon	MT	30		60		27771 / 4	2.2	0.0	0.45		
03755 Yellowsi	Worland tone MT	022 30	D	60	MDU-Slaughterhouse Road Master 84 N	NW1/4	22	2S	24E		
03760	Worland	022	D		MDU-Park City Border	NW1/4	13	2S	23E		
	tone MT	40	_	60	595 N			4	0.4 -		
03765 Stillwa	Worland ter MT	022 50	D 1	100	Rapelje Plant Fuel 322 N	NE1/4	14	1N	21E		
03770	Worland	022	D			SE1/4	16	2S	24E		
	tone MT	200		500	•						
03780 Vellower	Worland tone MT	022 50	D 1	L00	MDU-Laurel Border 5,592 N	SE1/4	10	2S	24E		
03790	Worland	022		100		NE1/4	11	2S	24E		
	tone MT	35		55	1,219 N						
03820	Worland	022 50	D	60	MDU-Monad Border	SW1/4	8	1S	26E		
03821	tone MT Worland	022	D	00	38,424 N MDU-Peavey Border	SW1/4	6	2S	25E		
	tone MT	40	_	60	832 N		-				
03822	Worland	022	D		MDU-T & E Border	NE1/4	23	1S	25E		
03830	tone MT Worland	48 022	D	60	1,310 N MDU-Mullowney Border	NE1/4	18	1S	26E		
	tone MT	200		170		NDI/ I	10	10	200		
03840	Worland	022	D		MDU-West Border	SW1/4	2	1S	25E		
Yellows	tone MT Worland	53 022	D	60	42,168 T MDU-Shiloh Road Mas. Meter	SW1/4	14	1S	25E		
	tone MT				190 N	SW1/4	17	10	236		
03871	Worland	022			MDU-JTL Group, Inc.	SW1/4	14	1S	25E		
	tone MT	20 022	Б	60	•	NID1 / 4	0.7	1.0	0.5.11		
03874 Yellows	Worland tone MT	200	D 4	170	MDU-Elk River Concrete, Billings 200 N	NEI/4	27	1S	25E		
03875	Worland	022	D		MDU-Tran.Line(22)MTZ10 3/ N						
03872	Worland	022	D		MDU-Yost Master Meter	NE1/4	27	1S	25E		
Yellows	tone MT	30		60	595 N						
03873	Worland	022 30	D	60	MDU-Danford Master Meter 1,310 N	SE1/4	28	1S	25E		
03876	tone MT Worland	022	D	00	1,310 N MDU-Tran.Line(22)MTZ11						
· -		-			/						

				3/ N				
03877	Worland	022	D	MDU-Tran.Line(22)MTZ12				
				3/ N				
03880	Worland	017	D	MDU-Crow Agency Border	NE1/4	1	3S	34E Big
Horn	MT	18	56	1,214 N				_
03890	Worland	018	D	MDU-Pryor Border	SE1/4	4	5S	26E Big
Horn	MT	25	60	196 N				_
03900	Worland	018	D	MDU-Hardin Border	NW1/4	24	1S	33E Big
Horn	MT	40	90	3,288 T				_
03902	Worland	018	D	MDU-Montana Limestone, Warren	SE1/4	9	9S	25E
Carbon	MT	200	80	00 100 N				
03903	Worland	018	D	MDU-Tran.Line(18)MTZ14				
				3/ N				
03904	Worland	018	D	MDU-Tran.Line(18)WYZ14				
				3/ N				

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Thirtieth Revised Sheet No. 832 Thirtieth Revised Sheet No. 832: Effective Superseding: Twenty-Ninth Revised Sheet No. 832

				Maximum	
Point	Li	ne	Point	5	
	Minimum	Maxim	ııım	Canacity	Tele

	Minimu	m Maxim	um Ca	pacity Tele-				_
ID County	System S State Pres	section 1/ sure Pre	Type 2 ssure (/ Description Mcfd) 4/ Metered	Quarter Sec	tion To	ownsnip	Range
03905				Rosebud-Synfuels Colstrip	NE1/4	16	4N	40E
Rosebud 03910	MT Worland	200 017	800	2,440 T MDU-Forsyth Border	NE1/4	24	6N	40E
Rosebud		40	60	2,033 N				
03920 Rosebud	Worland MT	017 5	D 15	MDU-Rosebud Border 197 N	SW1/4	14	6N	42E
03925	Worland	017		MDU-Tran.Line(17)MTZ14 3/ N				
03930 Custer	Worland MT	016 100		MDU-Miles City Border 14,376 T	SE1/4	26	8N	47E
03940	Worland	016		MDU-So. Miles City Border	NE1/4	3	7N	47E
Custer 03950	MT Worland	30 016		422 N MDU-Miles City Turbine	NW1/4	36	8N	47E
Custer	MT	200	800	3/ T				
03960 Prairie	Worland MT	016 5		MDU-Terry Border 960 N	SE1/4	16	12N	51E
03970	Worland	016	D	MDU-Ismay Master Meter	NE1/4	33	10N	55E
Custer 03980	MT Worland	10 016	D	84 N MDU-Tran.Line(16)MTZ16 3/ N				
04018	West Mondak	011	В	Baker Area Mainline 4/ MIGC, Inc. Recluse Area		_	E 614	
05070 Campbel	Black Hills l WY	014 200	1,072	MIGC, Inc. Recluse Area 17,760 T	NW1/4	5	56N	74W
05084 Fallon	West Mondak	011	D	S.W.E.P.I. Coral Creek	SE1/4	4	6N	60E
05102	MT West Mondak	40 011	D 100	288 N Big Horn Plant Fuel	SE1/4	12	7N	59E
Fallon 05110	MT West Mondak	200	500 D	4,080 T MDU-Baker Border	SE1/4	12	7N	59E
Fallon	MT	40	60	3,192 T	001/4	12	714	336
05114	West Mondak	011	D	MDU-Field Sales(11)MTZ19 3/ N				
05115	West Mondak	011	D	MDU-Tran.Line(11)MTZ18 3/ N				
05118 Slope	West Mondak ND	012 100		Marmarth Plant Fuel 3,120 T	SW1/4	36	133N	106W
05120	West Mondak	012		MDU-Marmarth Border	SW1/4	30	133N	105W
Slope 05130	ND West Mondak	30 012	60 D		NW1/4	26	132N	104W
Bowman	ND	21	60	322 N				
05140 Bowman	West Mondak ND	012 100	D 350	Coyote Creek Field Fuel 3,360 T	NE1/4	27	131N	104W
05150	West Mondak	012	D	MDU-Bowman Border	NE1/4	15	131N	102W
Bowman 05152	ND West Mondak	10 011	40 D	1,682 N Little Missouri Dome Field Fuel	SW1/4	20	130N	106W
Bowman 05153	ND Wost Mondak	20	60	100 N				
				MDU-Field Sales(12)MTZ18 3/ N				
05154	West Mondak	012	D	MDU-Field Sales(12)NDZ35 3/ N				
05155	West Mondak	012	D	MDU-Tran.Line(12)MTZ18 3/ N				
05156	West Mondak	012	D	MDU-Tran.Line(12)NDZ34				
05158	Black Hills		D	Horse Creek Fire Flood	SE1/4	25	129N	107W
Bowman 05160	ND Black Hills	150 013	500 D	1,920 N Harding County (Buffalo)	NE1/4	14	21N	1E
Harding	SD	200	500	4,560 N				
05170 Harding	Black Hills SD	013 10	D 50	MDU-Camp Crook Border 84 N	SW1/4	3	18N	1E
9				·				

05175 B	Black Hills	013	D	MDU-Tran.Lin	e(13)SDZ36				
				3/ N					
05177 B	Black Hills	014	D	JN-East Sand	bar Field	SW1/4	26	57N	73W
Campbell	WY	100	175	197	N				
05180 B	Black Hills	014	D	WGP-Ute		SE1/4	14	57N	72W
Campbell	WY	10	25	38	N				
05190 B	Black Hills	014	D	MDU-Belle Cr	eek Unit	SW1/4	22	8S	54E
Powder Ri	ve MT	200	1,072	3/	N				
05195 B	Black Hills	014	D	MDU-Tran.Lin	e(14)MTZ17				
				3/ N					
05196 B	Black Hills	014	D	MDU-Tran.Lin	e(14)SDZ17				
				3/ N					
05200 B	Black Hills	015	D	MDU-Am. Col.	Colony WEST	SE1/4	3	56N	61W
Crook	WY	200	470	3/	N				

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Twenty-Ninth Revised Sheet No. 833 Twenty-Ninth Revised Sheet No. 833: Effective Superseding: Twenty-Eighth Revised Sheet No. 833

Master Delivery Point List

Maximum Line Point

5				ximum				
Point	Minim	Line	Point	pacity Tele-				
ID	System S	uu Max Section	1/ Type 2	/ Description	Ouarter S	ection To	wnshin	Range
	State Pres	sure P	ressure (Mcfd) 4/ Metered	Quarter b	cccion ic	wiioiiip	nange
						_		
05203	Black Hills	015	D 470	MDU-Am. Col. Colony EAST	SW1/4	2	56N	61W
05204	WI Black Hille	200 015	4/0	MDII-Bentonite Corn -Colony	NE1 //	11	56N	61W
Crook	WY WY	200	470	3/ N	NEI/4	11	JON	OIW
05210	Black Hills	015	D	MDU-Am. Col. Belle Fourche	SE1/4	33	9N	2E
Butte	SD	200	470	MDU-Am. Col. Colony EAST 3/ N MDU-Bentonite CorpColony 3/ N MDU-Am. Col. Belle Fourche 3/ N MDU-Belle Fourche Border				
05220	Black Hills	015	D	MDU-Belle Fourche Border	SE1/4	11	8N	2E
Dutte	SD Black Hills	50	00	3,840 T MDU-Spearfish Border			6N	2E
	ce SD			6,072 T	INWI/ 4	3	OIV	213
	Black Hills		D	MDU-So. Spearfish Border	SW1/4	18	6N	3E
	ce SD			859 T				
	Black Hills			MDU-St. Onge Border	NW1/4	26	7N	3E
	ce SD Black Hills			307 N MDU-Hills Material (Deadwood)	QF1 //	26	6N	3E
	ce SD			3/ N	251/4	20	OIN	JE
	Black Hills			MDU-Deadwood Border	SE1/4	22	5N	3E
	ce SD		60	2,143 T				
	Black Hills			MDU-Lead Border	NW1/4	28	5N	3E
	ce SD Black Hills	015		6,216 T MDU-Whitewood Border	CE1 / /	21	6N	4E
	ce SD			595 N	251/4	21	OIN	410
	Black Hills			MDU-Wheeler, Whitewood	NW1/4	27	6N	4E
	ce SD			3/ N				
	Black Hills			MDU-Skelly Master Meter	SW1/4	5	5N	5E
	SD Black Hills			357 N	NIMI / A	16	5N	5E
	SD SD		110	MDU-Sturgis Border 3,600 T	INWI/ 4	10	JIV)E
05320	Black Hills	015		MDU-Pine Acres Mas. Meter	SE1/4	16	5N	5E
Meade	SD	8	60	357 N				
05330	Black Hills		D	MDU-Fort Meade (Firm)	SE1/4	11	5N	5E
Meade 05340	SD Black Hills		465 D	3/ N MDU-Fort Meade (Interrup)	SE1 /4	11	5N	5E
Meade		200	465	3/ N	011/4	11	J1V	36
05350	Black Hills	015	D	MDU-Piedmont Border	NW1/4	10	3N	6E
Meade	SD			357 N			_	_
05360	Black Hills SD		D	MDU-Trailswest Mas. Meter 266 N	NW1/4	14	3N	6E
Meade 05370	Black Hills			MDU-Black Hawk Border	NE1/4	17	2N	7E
	gton SD			924 N	NEI/ I	Ξ,	211	, =
05400	Black Hills	015	D	MDU-Black Hawk Border # 4	NW1/4	8	2N	7E
Meade		25		832 N		4.0	0	0-
05410 Donning	Black Hills gton SD		D 465	MDU-Ellsworth AFB 3/ T	SE1/4	18	2N	9E
05420	Black Hills		T 0.0	3/ T MDU-Ellsworth AFB (Inter)	NW1 / 4	11	2N	8E
Meade	SD			3/ N	11111/1		211	0.1
	Black Hills	015	D	MDU-S.D. Cem., Rapid City	SW1/4	34	2N	7E
	gton SD	200	465				_	_
05433 Pennino	Black Hills	015 200	D 465	MDU-P. Lien, Rapid City 3/ N	SE1/4	21	2N	7E
05435	Black Hills		D 403	Black Hills Power & Light	NE1/4	34	2N	7E
Pennino		200	465		1,21,1	0.1	211	
	Black Hills		D	MDU-Rapid City (Krebs) Border	NE1/4	34	2N	7E
Penning		145	175		NIE 1 / 4	0.5	0.17	7.0
05451 Penning	Black Hills ston SD	015 30	D 60	MDU-Lakota Homes Border 832 N	NW1/4	25	2N	7E
05460	Black Hills		D 00	MDU-Rapid City W. Blvd. Bo	rdSW1/4	25	2N	7E
Penning		145	175		- , -			
05480	Black Hills	015	D	MDU-Box Elder Border	SW1/4	19	2N	9E

Pennington SD	40	55	833 N				
05490 Black Hills	015	D	MDU-Villa Ranchaero Border	SE1/4	18	2N	9E
Pennington SD	14	60	924 N				
05500 Black Hills	015	D	MDU-M & M Master Meter	SE1/4	19	2N	8E
Pennington SD	20	60	1,190 N				
05510 Black Hills	015	D	MDU-Thunderbird Mas. Meter	NE1/4	23	2N	8E
Pennington SD	40	60	595 N				
05515 Black Hills	015	D	MDU-Tran.Line(15)WYZ37				
			3/ N				
05516 Black Hills	015	D	MDU-Tran.Line(15)SDZ37				
			3/ N				
05518 Black Hills	015	D	MDU-Frawley Master	SW1/4	18	6N	2E
Lawrence SD	5	25	56 N				
05519 Black Hills	015	D	MDU-LaClair Master	SE1/4	31	3N	7E
Meade SD	5	25	56 N				

FERC Docket: GT99- 60-000

Fourth Revised Sheet No. 834 Fourth Revised Sheet No. 834: Effective

Superseding: Third Revised Sheet No. 834

		Maximum
Point	Line	Point

		POIIIC	1				
			pacity Tele-				
ID System S	Section 1/	Type 2	/ Description	Quarter S	ection To	wnship	Range
County State Pres	ssure Pre	essure (Mcfd) 4/ Metered				
05521 Black Hills	015	D	MDU-Fiedler Master	SW1/4	24	3N	6E
Meade SD	10	60	190 N				
05258 Black Hills				NW1/4	14	5N	3E
Lawrence SD	10	5 60	144 N	111111/1	- 1	311	35
05517 Plack Hills	015	D 00	MDU-J & J Asphalt	SW1/4	21	2N	8E
				SWI/4	21	ZIV	OE
2	200		3/ N	NTD1 / 4	10	4.037	0.014
05520 Sheridan			MDU-Kaycee Border	NE1/4	12	43N	82W
Johnson WY	5		305 N				
05530 Sheridan			MDU-Buffalo Border	NE1/4	22	51N	82W
Johnson WY	50	60					
05540 Sheridan	023	D	MDU-Sheridan Border	NE1/4	2	55N	84W
Sheridan WY	52	60	14,400 T				
05545 Sheridan	023	D	MDU-Tran.Line(23)WYZ9				
			3/ N				
05535 Sheridan	023	D	MDU-Big Horn Master	SE1/4	1	54N	84W
Sheridan WY	50	365	1 847 N	011/1	-	5 111	0 111
05536 Sheridan	023	D 202	1,847 N MDU-Lake DeSmet Master	NW1/4	32	52N	82W
Johnson WY	5	25		IVW I / 4	32	JZN	OZW
		D 25	55 N	NTD1 / 4	1 -	E 0.37	0.014
05537 Sheridan	023			NE1/4	15	50N	82W
Johnson WY	5	25	55 N				
05538 Sheridan	023	D	MDU-Banner Ranch Master	SE1/4	33	54N	83W
Sheridan WY	5	25	55 N				
05539 Sheridan	023	D	MDU-Kearney Master 55 N MDU-Prairie Dog Master	SW1/4	26	53N	83W
Johnson WY	5	25	55 N				
05541 Sheridan	023	D	MDU-Prairie Dog Master	SW1/4	28	54N	83W
Sheridan WY	5	25	55 N				
05542 Sheridan	023	D	MDU-Schunk Master	SE1/4	7	54N	83W
Sheridan WY	5	25	55 N MDU-Schunk Master 55 N	, -			
05546 Sheridan	023	ם	MDU-Tran.Line(23)WYZ8				
05540 Blictidali	023	D	3/ N				
05550 Sheridan	023	D	Northern Gas-Billy Creek	CE1 / /	17	48N	82W
				SE1/4	1 /	40N	0 Z W
Johnson WY	200		20,400 T				
05800		D	WBI-Aggregate Storage (Inject)				
			57,450 N				
06000 West Mondak			Bowdoin Pool 7/				
06010 West Mondak		В	MonDak Pool 7/				
06020 East Mondak		В	Can-Am Pool 7/				
06030 East Mondak		В	Mid-Dakota Pool 7/				
06040 West Mondak		В	Mid-Dakota Pool 7/ Teddy Roosevelt Pool 7/ Wind River Pool 7/ Big Horn Pool 7/ Cedar Creek Pool 7/ Billy Creek Pool 7/ Powder River Pool 7/ WBI Storage Pool 7/				
06050 Worland		В	Wind River Pool 7/				
06060 Worland		В	Big Horn Pool 7/				
06070 West Mondak		– B	Cedar Creek Pool 7/				
06080 Sheridan		B	Billy Creek Pool 7/				
06090 Black Hills		B	Powder Piver Pool 7/				
		ם	MDT Characa Dool 7/				
06100		В	WBI Storage Pool 7/				

^{1/} REFER TO THE MAP SECTION OF TRANSPORTER'S FERC GAS TARIFF SECOND REVISED VOLUME NO. 1 FOR THE LOCATION OF THE VARIOUS LINE SECTIONS.

^{2/} B = BOTH RECEIPT AND DELIVERY POINT D = DELIVERY POINT
3/ FACILITIES OWNED AND OPERATED BY RECEIVING PARTIES, VERIFY WITH RECEIVING PARTY FOR VOLUME LIMITATIONS.

^{4/} QUANITITIES SHOWN REFLECT MAXIMUM CAPACITY AT DELIVERY POINT STATION. AVAILABLE CAPACITY SHALL BE LIMITED BY BOTH THE PHYSICAL

CAPABILITY OF EACH SUCH POINT AND THE AVAILABILITY OF UPSTREAM AND/OR DOWNSTREAM PIPELINE CAPACITY.

^{5/} IMBALANCE POINT ID NOS. 00005 AND 00006 ARE LOGICAL POINTS AND CAN BE NOMINATED IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS

OF TRANSPORTER'S FERC GAS TARIFF, SECOND REVISED VOLUME NO. 1.

FERC Docket: GT99- 60-000

Second Revised Sheet No. 835 Second Revised Sheet No. 835 : Effective

Superseding: First Revised Sheet No. 835

Master Delivery Point List

Maximum

Line Point Point

Minimum Maximum Capacity TeleID System Section 1/ Type 2/ Description
County State Pressure Pressure (Mcfd) 4/ Metered Quarter Section Township Range

6/ GAS CAN ONLY BE DELIVERED BY DISPLACEMENT.
7/ THESE POINTS ARE LOGICAL POINTS AND CAN BE NOMINATED IN ACCORDANCE WITH THE GENERAL TERMS AND CONDITIONS OF TRANSPORTER'S FERC GAS

TARIFF, SECOND REVISED VOLUME NO. 1.

Effective Date: 03/03/1999 Status: Effective FERC Docket: GT99- 11-000

Sheet Nos. 836-849 Sheet Nos. 836-849 : Effective

SHEET NOS. 836-849 ARE NOT ISSUED BUT ARE

RESERVED FOR FUTURE USE

FERC Docket: CP96-169-001

Fifth Revised Sheet No. 850 Fifth Revised Sheet No. 850: Effective Superseding: Fourth Revised Sheet No. 850

SHEET NO. 850 IS NOT ISSUED BUT IS RESERVED FOR FUTURE USE Effective Date: 09/01/1995 Status: Effective FERC Docket: CP83- 1-115

Eighth Revised Sheet No. 851 Eighth Revised Sheet No. 851: Effective Superseding: Seventh Revised Sheet No. 851

SHEET NO. 851

IS NOT ISSUED BUT

IS RESERVED FOR FUTURE USE.