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FERC Docket: RP10-491-000

Third Revised Sheet No. 0 Wyoming Interstate Company, LLC: Second Revised Volume No. 2

Third Revised Sheet No. 0

Superseding: Second Revised Sheet No. 0

FERC GAS TARIFF

SECOND REVISED VOLUME NO. 2

SUPERSEDING FIRST REVISED VOLUME NO. 2

o f

WYOMING INTERSTATE COMPANY, L.L.C.

filed with

FEDERAL ENERGY REGULATORY COMMISSION

Communication Covering This Tariff Should Be Addressed To:

Catherine E. Palazzari, Vice President Telephone (719) 520-4329 Facsimile (719) 520-4395

Wyoming Interstate Company, L.L.C. P. O. Box 1087 Colorado Springs, Colorado 80944

2 North Nevada Avenue Colorado Springs, Colorado 80903

FERC Docket: RP09-148-004

Eighteenth Revised Sheet No. 1 Eighteenth Revised Sheet No. 1 Superseding: Seventeenth Revised Sheet No. 1

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FERC Docket: RP10-491-000

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Anadarko Energy Services Company (#41147)
Anadarko Energy Services Company (#41153)
Anadarko Energy Services Company (#41161)
Antero Resources Piceance Corporation (#41171)
Devon Energy Production Company, L.P. (#41065)
Devon Energy Production Company, L.P. (#41090)
Marathon Oil Company (#41067)
Marathon Oil Company (#41208)
Williams Power Company, Inc. (#41137)
Williams Power Company, Inc. (#41162)

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 2 Fifth Revised Sheet No. 2

Superseding: Fourth Revised Sheet No. 2

PRELIMINARY STATEMENT

This Second Revised Tariff Volume No. 2 applies to transportation of natural gas performed by Wyoming Interstate Company, L.L.C. ("Transporter"), to which the provisions of Section 284.7 of the Regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission") are applicable. Transportation Service under this Tariff will be offered to all Parties requesting service hereunder on a basis which does not violate the FERC standards of undue discrimination. This Tariff shall also apply to any other Transportation Service on behalf of others as to which all or portions of such Tariff are made applicable by order of the FERC pursuant to applications filed by Transporter.

FERC Docket: RP10-491-000

Second Revised Sheet No. 3 Second Revised Sheet No. 3 Superseding: First Revised Sheet No. 3

Wyoming Interstate Company, L.L.C.
System Map
(Available on Internet Website
Under Informational Postings - Tariff - Map)

FERC Docket: RP10-491-000

Original Sheet No. 3A Original Sheet No. 3A

POINTS OF CONTACT

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 12 of the General Terms and Conditions.

Payment information:

(See the address and account number identified on the invoice.)

All Notices:

Any notice provided for in a Form of Service Agreement in this Tariff shall be in writing and shall be considered as having been given if hand carried, faxed, or mailed by United States mail, postage prepaid, to the following addresses:

Wyoming Interstate Company, L.L.C.
P. O. Box 1087
Colorado Springs, Colorado 80944
Attention: Marketing Department
Facsimile No. (719) 520-4878
Telephone No. (719) 520-4465 or (719) 520-4250

All Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 6 of the General Terms and Conditions.

Wyoming Interstate Company, L.L.C. P.O. Box 1087 Colorado Springs, Colorado 80944 Attention: Nominations and Scheduling Department Facsimile No. (719) 520-4698 Telephone No. (800) 238-3764

FERC Docket: RP10-491-000

Original Sheet No. 3B Original Sheet No. 3B

POINTS OF CONTACT (Continued)

Electronic Bulletin Board:

Customer Service Department: (866) 523-4243

Formal Complaints:

Wyoming Interstate Company, L.L.C. P. O. Box 1087 Colorado Springs, Colorado 80944 Attention: Vice President, Marketing and Business Development

Informal Complaints:

Vice President, Marketing and Business Development (719) 520-4465

Director, Marketing (719) 520-4250

FERC Docket: RP10-491-000

Fourteenth Revised Sheet No. 4 Fourteenth Revised Sheet No. 4

Superseding: Thirteenth Revised Sheet No. 4

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

	Particulars		Rate
Rate Schedule FT:			
Reservation Rate	- (Note 2)		
			\$2.9414 \$0.0000
Commodity Rate -			
			\$0.0026 \$0.0026
Overrun Rate -			
			\$0.0993 \$0.0026
Powder River Inc: Reservation Rate	remental e (Note 2)(Note 5)		
	 		\$1.2146 \$0.0000
Commodity Rate	-		
			\$0.0000 \$0.0000
Medicine Bow Inc	remental		
Reservation Rate	e (Note 2) (Note 7)	Year 1	Year 2
Maximum Rate		\$5.0747	\$4.3628
Minimum Rate		\$0.0026	\$0.0026
Commodity Rate	-		
		\$0.0000 \$0.0000	\$0.0000
MINIMUM Rate	• • • • • • • • • • • • • • • • • • • •	şU.UUUU	00000
Overrun Rate -		\$0.1668	\$0.1434
		\$0.1668	\$0.1434

FERC Docket: RP10-491-000

Nineteenth Revised Sheet No. 4A Nineteenth Revised Sheet No. 4A Superseding: Eighteenth Revised Sheet No. 4A

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

Particulars	Rate
Rate Schedule FT (continued):	
Echo Springs Incremental Reservation Rate (Note 2)	
Maximum Rate	\$2.1112 \$0.0000
Commodity Rate - Maximum Rate Minimum Rate	\$0.0005 \$0.0005
Overrun Rate - Maximum Rate Minimum Rate	\$0.0699 \$0.0005
Piceance Basin Incremental Reservation Rate (Note 2)	
Maximum Rate	\$5.2472 \$0.0000
Commodity Rate - Maximum Rate Minimum Rate	\$0.0004 \$0.0004
Overrun Rate - Maximum Rate Minimum Rate	\$0.1729 \$0.0004
Kanda Lateral Incremental Reservation Rate (Note 2) (Note 10)	
Maximum Rate	\$5.2522 \$0.0000
Commodity Rate - Maximum Rate Minimum Rate	\$0.0001 \$0.0001
Overrun Rate - Maximum Rate Minimum Rate	\$0.1727 \$0.0001

FERC Docket: RP10-491-000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

Particulars 	Rate
Rate Schedule IT:	
Commodity Rate - Maximum Rate Minimum Rate	\$0.0993 \$0.0026
Powder River Interruptible Incremental Rate (Note 5)	
Commodity Rate - Maximum Rate Minimum Rate	\$0.0373 \$0.0000
Medicine Bow Interruptible Incremental Rate (Note 2) (Note 7)	
Year 1	Year 2
Commodity Rate Maximum Rate \$0.1668 Minimum Rate \$0.0026	\$0.1434 \$0.0026
Echo Springs Interruptible Incremental Rate	
Commodity Rate - Maximum Rate Minimum Rate	\$0.0699 \$0.0005
Piceance Basin Interruptible Incremental Rate	
Commodity Rate - Maximum Rate Minimum Rate	\$0.1729 \$0.0004
Kanda Lateral Interruptible Incremental Rate (Note 10)	
Commodity Rate - Maximum Rate Minimum Rate	\$0.1727 \$0.0001
Surcharge	Rate
FERC Annual Charge Adjustment	\$0.0019

Effective Date: 12/01/2009 Status: Suspended FERC Docket: RP10-103-000

SCHEDULE OF RATES TO BE CHARGED RATES PER DTH

Total	Particulars	Current Reimbursement	True-up
Mainline System Fuel Gas Percen 1.06%	tage (Note 3)	0.78%	0.28%
L&U Percentage	(Note 3)	0.15%	-0.01%
0.14%			
Total FL&U Perc 1.20%	entage	0.93%	0.27%
L&U Percentage 0.14%	(Note 11)	0.15%	-0.01%
Powder River Increm		1 100	0. 210
fuel Gas Percen 1.39%	tage (Note 3) (Note 4)	1.18%	0.21%
L&U Percentage 0.16%	(Note 3) (Note 4)	0.15%	0.01%
	entage	1.33%	0.22%
L&U Percentage 0.16%	(Note 11)	0.15%	0.01%
Medicine Bow Increm	mental		
Fuel Gas Percen	tage (Note 3) (Note 6)	0.36%	0.01%
L&U Percentage	(Note 3) (Note 6)	0.15%	-0.01%
0.14%			
Total FL&U Perc 0.51%	entage	0.51%	0.00%
L&U Percentage 0.14%	(Note 11)	0.15%	-0.01%
Echo Springs Increm			
Fuel Gas Percen	tage (Note 3) (Note 8)	0.80%	0.38%
L&U Percentage	(Note 3) (Note 8)	0.00%	0.00%
Total FL&U Perc 1.18%	entage	0.80%	0.38%
L&U Percentage 0.00%	(Note 11)	0.00%	0.00%

FERC Docket: RP10-491-000

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

Particulars Total	Current Reimbursement	True-up
Mainline System		
Fuel Gas Percentage (Note 3)	0.62%	0.26%
L&U Percentage (Note 3)	0.12%	0.04%
Total FL&U Percentage	0.74%	0.30%
L&U Percentage (Note 11)	0.12%	0.04%
Powder River Incremental		
Fuel Gas Percentage (Note 3) (Note 4)	0.94%	-0.18%
L&U Percentage (Note 3) (Note 4)	0.13%	-0.01%
Total FL&U Percentage	1.07%	-0.19%
L&U Percentage (Note 11)	0.13%	-0.01%
Medicine Bow Incremental		
Fuel Gas Percentage (Note 3) (Note 6)	0.37%	0.06%
L&U Percentage (Note 3) (Note 6)	0.13%	-0.09%
Total FL&U Percentage	0.50%	-0.03%
L&U Percentage (Note 11)	0.13%	-0.09%
Echo Springs Incremental		
Fuel Gas Percentage (Note 3) (Note 8)	0.74%	0.36%
L&U Percentage (Note 3) (Note 8)	0.00%	0.00%
Total FL&U Percentage	0.74%	0.36%
L&U Percentage (Note 11)	0.00%	0.00%

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP10-103-000

Ninth Revised Sheet No. 4D Ninth Revised Sheet No. 4D Superseding: Eighth Revised Sheet No. 4D

SCHEDULE OF RATES TO BE CHARGED RATES PER DTH

Total	Particulars	Current Reimbursement	True-up
IOCAL			
Piceance Basin In FL&U Percentage	cremental es detailed below (Note 3)(Note 9)(Note 12):		
Piceance Later Fuel Gas Per 0.14%	al centage To Transporter's Mainline System	0.08%	0.06%
L&U Percenta	ge To Transporter's Mainline System	0.00%	0.00%
0.00%			
Total FL&U F 0.14%	Percentage	0.08%	0.06%
L&U Percenta 0.00%	ge (Note 11)	0.00%	0.00%
Fuel Gas Per 0.14%	centage To Other Pipelines	0.08%	0.06%
	ge To Other Pipelines	0.15%	0.07%
	Percentage	0.23%	0.13%
L&U Percenta 0.22%	ge (Note 11)	0.15%	0.07%
Piceance Expan	sion Fuel */		
Fuel Gas Per 0.99%	centage To Transporter's Mainline System	1.44%	-0.45%
L&U Percenta 0.00%	ge To Transporter's Mainline System	0.00%	0.00%
 Total FL&U F	Percentage	1.44%	-0.45%
0.99% I&U Percenta	qe (Note 11)	0.00%	0.00%
0.00%	g- (
Fuel Gas Per 0.99%	ccentage To Other Pipelines	1.44%	-0.45%
L&U Percenta	ge To Other Pipelines	0.15%	0.07%
0.22%			
 Total FL&U F 1.21%	Percentage	1.59%	-0.38%
L&U Percenta 0.22%	ge (Note 11)	0.15%	0.07%

 $^{^{\}star}/$ There is not a separate incremental L&U for the Piceance Expansion.

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 4D Eleventh Revised Sheet No. 4D Superseding: Tenth Revised Sheet No. 4D

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

Particulars Total	Current Reimbursement	True-up
Piceance Basin Incremental FL&U Percentages detailed below (Note 3)(Note 9)(Note 12):		
Piceance Lateral Fuel Gas Percentage To Transporter's Mainline System 0.29%	0.09%	0.20%
L&U Percentage To Transporter's Mainline System 0.00%	0.00%	0.00%
Total FL&U Percentage	0.09%	0.20%
L&U Percentage (Note 11)	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.09%	0.20%
L&U Percentage To Other Pipelines	0.13%	0.13%
Total FL&U Percentage	0.22%	0.33%
L&U Percentage (Note 11)	0.13%	0.13%
Piceance Expansion Fuel */		
Fuel Gas Percentage To Transporter's Mainline System	0.18 %	-0.18%
L&U Percentage To Transporter's Mainline System 0.00%	0.00%	0.00%
Total FL&U Percentage	0.18%	-0.18%
L&U Percentage (Note 11)	0.00%	0.00%
Fuel Gas Percentage To Other Pipelines	0.18 %	-0.18%
L&U Percentage To Other Pipelines	0.13%	0.13%
Total FL&U Percentage	0.31%	-0.05%
L&U Percentage (Note 11)	0.13%	0.13%

 $^{^{\}star}/$ There is not a separate incremental L&U for the Piceance Expansion.

Effective Date: 12/01/2009 Status: Suspended

FERC Docket: RP10-103-000

0.20%

Fifth Revised Sheet No. 4E Fifth Revised Sheet No. 4E

Superseding: Fourth Revised Sheet No. 4E

SCHEDULE OF RATES TO BE CHARGED RATES PER DTH

Current Volumetric Particulars Reimbursement True-up Total _____ _____ _____ ____ Kanda Lateral Incremental FL&U Percentages detailed below (Note 3) (Note 9): Fuel Gas Percentage To Transporter's Mainline System... 0.00% 0.00% L&U Percentage To Transporter's Mainline System...... 0.00% 0.00% 0.00% --------0.00% 0.00% Total FL&U Percentage..... 0.00% L&U Percentage (Note 11)..... 0.00% 0.00% 0.00% 0.00% 0.00% Fuel Gas Percentage To Other Pipelines..... 0.00% 0.04% L&U Percentage To Other Pipelines..... 0.16% 0.20% ----____ Total FL&U Percentage..... 0.16% 0.04% 0.04% 0.16% L&U Percentage (Note 11).....

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 4E Seventh Revised Sheet No. 4E Superseding: Sixth Revised Sheet No. 4E

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS RATES PER DTH

Part Total	iculars	Current Volumetric Reimbursement	True-up
Kanda Lateral Increment FL&U Percentages det	al ailed below (Note 3) (Note 9):		
Fuel Gas Percentage 0.00%	To Transporter's Mainline System	0.00%	0.00%
	ransporter's Mainline System	0.00%	0.00%
Total FL&U Percentago.00%	ge	0.00%	0.00%
L&U Percentage (Note	e 11)	0.00%	0.00%
	To Other Pipelines	0.00%	0.00%
	ther Pipelines	0.13%	0.04%
0.17%			
Total FL&U Percentago.17%	ge	0.13%	0.04%
L&U Percentage (Note	e 11)	0.13%	0.04%

FERC Docket: RP10-491-000

Eighteenth Revised Sheet No. 5 Eighteenth Revised Sheet No. 5

Superseding: Seventeenth Revised Sheet No. 5

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

- (1) The transportation rate shall be adjusted to include the FERC Annual Charge Adjustment (ACA).
- (2) For Capacity Release transactions only, Transporter has adopted the following NAESB standards. On the bidding formats, the number of decimal places for offers, bids and awards shall be equal to the number of decimal places in Transporter's stated rates (NAESB Standard 5.3.21). Converting a Daily rate to a Monthly rate is accomplished by multiplying the Daily rate times the number of Days in the rate period, dividing the result by the number of Months in the rate period and taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place. Converting a Monthly rate to a Daily rate is accomplished by multiplying the Monthly rate by the number of Months in the rate period; dividing the result by the number of Days in the rate period, taking the remainder out to 5 decimal places, and rounding up or down to the Transporter's specified decimal place (NAESB Standard 5.3.22). Furthermore, for capacity release purposes, all Tariff rates shall be adjusted to reflect a standard calculation of Daily and Monthly rates, in conformance with NAESB Standard 5.3.23.
- (3) The "FL&U" percentage(s) shall be adjusted quarterly. Such adjustment(s) shall not subject Transporter to any obligation to justify its other costs or revenues or throughput. Transporter shall be allowed to adjust the percentage(s) independent of and without regard to other rates. As applicable to the use of off-system capacity, Transporter will assess L&U or FL&U Third Party Charges pursuant to General Terms and Conditions Section 4.5(b); in the absence of any provision in the FTSA to the contrary, any Shipper utilizing off-system capacity will be responsible for all costs, charges, and surcharges (including but not limited to L&U and when assessed, fuel) imposed by the off-system capacity provider. To the extent off-system capacity is used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will also assess the applicable mainline and/or incremental rate lateral L&U or FL&U charges. To the extent offsystem capacity is not used in conjunction with Transporter's mainline and/or incremental rate lateral facilities' capacity, Transporter will only assess the off-system L&U or FL&U charges.

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 5A Eleventh Revised Sheet No. 5A

Superseding: Tenth Revised Sheet No. 5A

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

- (4) All Shippers transporting from the Powder River Lateral shall be subject to the Powder River Incremental FL&U Percentage, but not be subject to the FL&U Percentage.
- (5) The Powder River Maximum Recourse Rate is the sum of the Maximum System Rate and the Maximum Powder River Incremental Rate. If Transporter's existing system rate is adjusted by the Commission, then the Powder River Incremental Rate will be adjusted to the extent that the Powder River Incremental Cost of Service will be recovered.
- (6) All Shippers transporting from the Medicine Bow Lateral to Cheyenne shall be subject to the Medicine Bow Incremental FL&U Percentages, but shall not be subject to the mainline FL&U Percentages.
- (7) The Medicine Bow Year 2 Incremental Rates will commence on the anniversary of the in-service date of the new Medicine Bow Lateral facilities. The Medicine Bow facilities were placed in service on November 28, 1999. Therefore, Year 2 rates will be in effect on November 28, 2000.
- (8) All Shippers transporting from the Echo Springs Lateral to Transporter's mainline shall be subject to the Echo Springs Incremental FL&U Percentages. However, the L&U Percentage for the Echo Springs Lateral shall be deemed to be zero. Because the Echo Springs Lateral delivers into Transporter's mainline, Shippers will also pay mainline Fuel Gas and L&U (as appropriate) on its mainline transportation service.
- (9) All Shippers transporting from the Piceance Basin Lateral or Kanda Lateral to such lateral or a receipt or delivery point on Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Transporter's Mainline System. However, all Shippers transporting from the Piceance Basin Lateral, including the Piceance Expansion, or Kanda Lateral to a pipeline other than Transporter's mainline shall be subject to individual Incremental FL&U Percentages To Other Pipelines. The Piceance Basin Incremental Fuel Gas percentage, Piceance Expansion Incremental Fuel Gas percentage, Piceance Lateral and Expansion L&U percentages and Kanda Lateral Incremental FL&U percentages shall be calculated in accordance with the approved methodology set forth in Section 13 contained in the General Terms and Conditions of this Tariff.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 5B Fourth Revised Sheet No. 5B

Superseding: Third Revised Sheet No. 5B

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Usage	Primary
Point Primary Point Shipper Identification Receipt 3/ Of Delivery 3/	Agreement	MDQ	Charge	Charge	Of
Millians Davis Company	09/01/03	22 500	ės ce	\$0.00 2/	Medicine
Williams Power Company Bow Dullknife	09/01/03	33 , 500	\$3.65	\$0.00 2/	Medicine
Inc. (#41068000) 1/	through 11/30/10				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- Maximum and minimum usage for Medicine Bow Lateral is zero. Should Transporter's maximum rate or rate components be set at a level such

that Transporter is unable to collect the rates provided for herein, then the parties agree to enter into a substitute lawful agreement,
such that the parties are placed in the same economic positions as if Transporter had collected

- Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d) (iii) of the General Terms and
- Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Second Revised Sheet No. 5C Second Revised Sheet No. 5C

Superseding: First Revised Sheet No. 5C

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT Point Primary	Term of y Point		Reservation	Commodity	Primary
Shipper Identification 5/ Of Delive:	Agreement	MDQ	Charge	Charge	Of Receipt
Williams Power Company Junction-WIC WIC 017 Inc. (#41146000) 1/	01/01/08 (Hamm's Fork) through 12/31/17	2/	3/	4/	Piceance

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ 01/01/08 through 03/31/11 150,000 04/01/11 through 12/31/17 175,000
- 3/ Unless otherwise agreed by the Parties in writing, the monthly reservation rate for the period of 01/01/08 through 12/31/08 shall be \$2.9414
- per Dth for service utilizing Primary Point(s) and all Secondary Point(s) of Receipt to Secondary Point(s) of Delivery on the WIC Pipeline
- and the following Delivery Point(s) on Overthrust Pipeline points: Roberson Creek (Kern) (MAP #18), QPC Whitney Canyon (MAP #6), WPC to X016
 - (MAP #8), Clear Creek Storage Delivery (MAP #10) and OTPL/KRGT Painter (MAP #15).

Unless otherwise agreed by the Parties in writing, the monthly reservation rate for the period of 01/01/09 through 12/31/09 shall be \$2.6359

per Dth for service utilizing Primary Point(s) and all Secondary Point(s) of Receipt to Secondary Point(s) of Delivery on WIC west of

Piceance Junction and the following Delivery Point(s) on Overthrust Pipeline: Roberson Creek (Kern) (MAP #18), QPC Whitney Canyon (MAP #6),

WPC to X016 (MAP #8), Clear Creek Storage Delivery (MAP #10) and OTPL/KRGT Painter (MAP #15). Secondary Point(s) of Receipt shall include

all Point(s) on WIC and Overthrust Pipeline. Unless otherwise agreed by the Parties in writing, the monthly reservation rate for the period

of 01/01/09 through 12/31/09 shall be \$2.9414 per Dth for service utilizing Secondary Point(s) of Receipt to Secondary Point(s) of Delivery

on WIC east of Piceance Junction. Secondary Point(s) of Receipt shall include all Point(s) on WIC and $Overthrust\ Pipeline$.

Unless otherwise agreed by the Parties in writing, the monthly reservation rate for the period of 01/01/10 through 12/31/17 shall be \$2.9414

per Dth for service utilizing Primary Point(s) and all Secondary Point(s) of Receipt to Secondary Point(s) of Delivery on the WIC Pipeline

and the following Delivery Point(s) on Overthrust Pipeline points: Roberson Creek (Kern) (MAP #18), QPC Whitney Canyon (MAP #6), WPC to X016

(MAP #8), Clear Creek Storage Delivery (MAP #10) and OTPL/KRGT Painter (MAP #15). Secondary Point(s) of Receipt shall include all Point(s) on WIC and Overthrust Pipeline.

- All entitlements, or quantities scheduled by Transporter, to be delivered from Point(s) of Receipt on any incremental priced lateral, shall
 - be subject to the appropriate Incremental Reservation Rates as described in the Tariff.
- 4/ Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under

Rate Schedule FT, or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlements, or quantities,

scheduled by Transporter, to be delivered from Point(s) of Receipt on any incremental priced lateral, shall be subject to the appropriate

Incremental Reservation Rates as described in the Tariff.

- 5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d) (iii) of the General Terms and
- Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5D Original Sheet No. 5D

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Commodity	
Primary Point Primar Shipper Identification Receipt 3/4/ Of Deliv	Agreement	MDQ	Charge	Charge	Of
Western Gas Resources, Ltd.	12/01/99 through	100,000	2/ 3/	2/ 3/	
Medicine Bow Dull (#41069000) 1/	knife 11/30/11				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The total rate payable by Shipper, in reservation and commodity components, shall be \$0.1200 per Dth when computed on a 100% load factor

basis and is exclusive of ACA, Fuel Reimbursement, and other applicable charges. In addition to the reservation rate, Shipper shall pay the

fuel and L&U charges applicable to service on the Medicine Bow Lateral, commodity charges, ACA and all other surcharges applicable to

Transporter's Rate Schedule FT under the Tariff except as provided in the following sentence.

Shipper shall not be liable for any future

surcharge included in the Tariff as a result of a request by Transporter for authority to impose such surcharge. Should Transporter's

maximum rate or rate components be set at a level such that Transporter is unable to collect the rates provided for herein, then the parties

agree to enter into a substitute lawful agreement, such that the parties are placed in the same economic positions as if Transporter had collected such rates.

corrected such rates.

- 3/ Unless otherwise agreed by the Parties in writing, the rates for service, from Secondary Point(s) of Receipt other then Medicine Bow Lateral
- Points to Secondary Point(s) of Delivery shall be Transporter's maximum rates for service under Rate schedule FT, or other superseding Rate
- Schedules, as such rates may be changed from time to time. All entitlement, or quantities scheduled by Transporter, to be Delivered from

Point(s) of Receipt on the Powder River or Medicine Bow Lateral, shall be subject to the appropriate Incremental Reservation Rate.

- 4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and
- Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5E Original Sheet No. 5E

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT Points Primar	Term of y Point		Reservation	Commodity	Primary
Shipper Identification 4/ Of Delive	Agreement	MDQ	Charge	Charge	Of Receipt
Cima Energy Ltd. (MBW) Dullknife	2/ (DUL)	10,000	3/	3/	Medicine Bow
(#41191000) 1/					Thunder Creek

- This contract does not deviate in any material aspect from the form of service agreement.
- The Term of Agreement shall begin on the first day of the month (or such earlier date as mutually agreed by the Shipper and Transporter)

following the date the Medicine Bow Expansion facilities are declared ready for service (the "In-Service Date"). The Term of Agreement

shall end 13 years after the declared In-Service Date.

- 3/ Unless otherwise agreed by the Parties in writing, the monthly reservation rate payable by Shipper shall be \$4.3628 per Dth, exclusive of
- ACA, Fuel Reimbursement, and other applicable surcharges, when calculated on a 100% load factor basis.
- 4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section
- 8.1(d)(iii) of the General Terms and

 Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract

provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5F Original Sheet No. 5F

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Usage	Primary
Point Primary Point Shipper Identification 4/ Of Delivery 4/	Agreement	MDQ	Charge	Charge	Of Receipt
Williams Power Company Bow Dullknife	01/01/04	245,000	2/	\$0.00 3/	Medicine
Inc. (#41088000) 1/	through 11/30/13				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The current rate is \$0.140 per Dth, on a 100% load factor basis. The current firm capacity of the Loop is 615 MDth per day.
 - 3/ Maximum and minimum usage for Medicine Bow Lateral is zero.
- 4/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and
- Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5G Original Sheet No. 5G

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT Point Primary Point	Term of		Reservation	Usage	Primary
Shipper Identification 5/ 4/6/ Of Delivery 4/6/	Agreement	MDQ	Charge	Charge	Of Receipt
Yates Petroleum Corporation Creek Dullknife	06/01/05	37,000	2/	\$0.00 3/	Thunder
(#41091007) 1/	through 11/30/13				
Anadarko Energy Services Creek Dullknife	06/01/05	23,000	2/	\$0.00 3/	Thunder
Company (#41091008) 1/	through 11/30/13				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The current rate is \$0.145 per Dth, on a 100% load factor basis. The current firm capacity of the Loop is 615 MDth per day.
 - 3/ Maximum and minimum usage for Medicine Bow Lateral is zero.
- 4/ The rate is also applicable to receipts from Antelope and Medicine Bow for deliveries to Dover, Little Wolf, Owl Creek, and Rockport on a secondary basis.
- 5/ These negotiated rate contracts were previously held by ConocoPhillips Company under one contract which was listed on this Statement of

Rates provision prior to Yates Petroleum Corporation and Anadarko Energy Services Company acquiring this transaction.

6/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and Conditions. All such point changes are posted on Transporter's EBB as contract amendments and

Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the

contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5H Original Sheet No. 5H

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Usage	Primary
Point Primary Point Shipper Identification 4/5/ Of Delivery 4/5/	Agreement	MDQ	Charge	Charge	Of Receipt
Marathon Oil Company Bow Dullknife	12/01/01	25 , 000	2/	\$0.00 3/	Medicine
(#41092000) 1/	through				
(#41092000) 1/					
	11/30/11				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The current rate is \$0.150 per Dth, on a 100% load factor basis. The current firm capacity of the Loop is 615 MDth per day.
 - 3/ Maximum and minimum usage for Medicine Bow Lateral is zero.
- 4/ The rate is also applicable to receipts from Antelope and Powder River for deliveries to Dover, Little Wolf, Owl Creek, and Rockport on a secondary basis.
- 5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d) (iii) of the General Terms and
- Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 51 Original Sheet No. 51

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Usage	Primary
Point Primary Point Shipper Identification 4/5/ Of Delivery 4/5/	Agreement	MDQ	Charge	Charge	Of Receipt
Western Gas Resources,	12/01/01	90,000	2/	\$0.00 3/	
Antelope Dullknife					
Inc. (#41093000) 1/	through	10,000	2/	\$0.00 3/	Medicine
Bow Dullknife	2	,			
	11/30/13				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The current rate is \$0.145 per Dth, on a 100% load factor basis. The current firm capacity of the Loop is 615 MDth per day.
 - 3/ Maximum and minimum usage for Medicine Bow Lateral is zero.
- 4/ The rate is also applicable to receipts from Thunder Creek for deliveries to Dover, Little Wolf, Owl Creek, and Rockport on a secondary basis.
- 5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and Conditions. All such point changes are posted on Transporter's EBB as contract amendments and

will not necessitate a change to the contract

provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5J Original Sheet No. 5J

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT Point Primary Point	Term of		Reservation	Usage	Primary
Shipper Identification 4/5/ Of Delivery 4/5/	Agreement	MDQ	Charge	Charge	Of Receipt
Storm Cat Energy (USA)	12/01/03	4,000	2 /	\$0.00 3/	Thunder
Creek Dullknife	12/01/03	4,000	2/	\$0.00 J/	Illullaei
Corporation	through				
(#41096000) 1/	11/30/13				

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The current rate is \$0.15 per Dth, on a 100% load factor basis. The current firm capacity of the Loop is 615 MDth per day.
 - 3/ Maximum and minimum usage for Medicine Bow Lateral is zero.
- 4/ The rate is also applicable to receipts from Antelope and Medicine Bow for deliveries to Dover, Little Wolf, Owl Creek, and Rockport on a secondary basis.
- 5/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and

 Conditions All such point changes are posted on Transporter's EBB as contract amendments and

Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Original Sheet No. 5K Original Sheet No. 5K

Statement of Negotiated Rates (Rates per Dth/d)

R/S FT	Term of		Reservation	Commodity	Primary			
Point Primary Point Shipper Identification Receipt 3/ Of Deliver	Agreement y 3/	MDQ	Charge	Charge	Of			
BP Energy Company	11/01/04	116,000	2/	2/	Creston			
Echo Junction								
(#4112000) 1/	through							
	10/30/14							

- 1/ This contract does not deviate in any material aspect from the form of service agreement.
- 2/ The total rate payable by Shipper, in reservation and commodity components, shall be \$0.058 per Dth when computed on a 100% load factor

basis. On an annual basis, Transporter will credit back to Shipper all fixed revenue collected from incremental rates charged to secondary

and interruptible shippers for utilizing the capacity between Shipper's Primary Point of Receipt and Primary Point of Delivery until

Transporter's next rate case (exclusive of fuel retention and revenue from surcharges).

3/ Shippers may amend primary receipt and delivery points under these contracts pursuant to Section 8.1(d)(iii) of the General Terms and

Conditions. All such point changes are posted on Transporter's EBB as contract amendments and will not necessitate a change to the contract provisions shown above.

FERC Docket: RP10-491-000

Third Revised Sheet No. 5A.01 Third Revised Sheet No. 5A.01

Superseding: Second Revised Sheet No. 5A.01

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

FOOTNOTES

- (10) The actual Kanda Lateral interruptible revenues that are in excess of costs during a calendar year shall be credited to all Kanda Lateral firm and interruptible Shippers pro rata based on the total revenues received from each such Kanda Lateral Shipper during the calendar year in relation to the total revenues received from all such Shippers as a group. Following each calendar year, Transporter shall apply such allocated amounts as an invoice credit on Shipper's invoice for the service provided during March of any year. If a credit amount cannot be applied, a cash payment shall be made to Shipper.
- (11) Pursuant to Section 13.6 of the GT&C, specified Shippers shall only be assessed an L&U charge and not a Fuel Gas charge.
- (12) New firm service, secondary, and interruptible transport on the Piceance Basin Lateral will be assessed the Piceance Expansion Incremental Fuel Gas percentage and the Piceance Lateral and Expansion L&U percentage.

FERC Docket: RP10-491-000

Third Revised Sheet No. 6 Third Revised Sheet No. 6

Superseding: Second Revised Sheet No. 6

RATE SCHEDULE FT FIRM TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available, on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires firm Transportation Service and:
 - (a) Transporter has determined that other than such new taps, valves, measurement equipment, and other minor facilities which may be required at the Point(s) of Receipt or Point(s) of Delivery to effect receipt or Delivery of the Gas it has available or will secure sufficient uncommitted capacity to provide the service requested by Shipper as well as all of its other firm service commitments;
 - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
 - (c) Shipper executes a Firm Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Receipt or Points of Delivery, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule FT and will not impair service to any existing Shipper or threaten the integrity of Transporter's System, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.11 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for federal and state income tax effects associated with such facilities.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 7 Sixth Revised Sheet No. 7

Superseding: Fifth Revised Sheet No. 7

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

- Availability (Continued)
 - 1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:

Tax Reimbursement = [Tax Rate x (CIAC - Present Value of Tax Depreciation)] x [1 + {Tax Rate/(1 - Tax Rate)}]

- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.
- 2. Applicability and Character of Service
 - 2.1 Transportation Service, up to Shipper's Maximum Delivery Quantity shall be considered firm, and not subject to interruption by Transporter except as provided in the General Terms and Conditions of this Tariff.
 - 2.2 Upon mutual agreement of Shipper and Transporter, the Agreement may be amended to add or delete Points of Receipt and/or Delivery.
 - 2.3 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 8 Eighth Revised Sheet No. 8 Superseding: Seventh Revised Sheet No. 8

Reserved for future use.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 9 Ninth Revised Sheet No. 9 Superseding: Eighth Revised Sheet No. 9

Reserved for future use.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 10 Eighth Revised Sheet No. 10

Superseding: Seventh Revised Sheet No. 10

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

3. Transportation Service Charges

- 3.1 Applicable Rates: The applicable minimum and maximum rates for service hereunder are set forth on the Statement of Rates, as adjusted from time to time.
- 3.2 Reservation Charge: Each Month Shipper shall be charged a
 Reservation Charge determined by multiplying the Reservation Rate
 set forth in the Agreement by Shipper's Maximum Delivery Quantity.
 Shipper shall begin paying the Reservation Charge on the effective
 date provided in the Agreement.
- 3.3 Powder River Incremental Reservation Charge Shipper shall be subject to the Powder River Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Powder River Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Powder River Lateral and (2) Transporters currently effective Powder River Incremental Reservation Rate. In the event on any Day Transporter has scheduled and confirmed from/to Secondary or Segmented Point(s) on the Powder River Lateral for Shipper not having a Primary Point on the Powder River Lateral, such quantities shall be subject to Transporter's daily Powder River Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 contained on the Statement of Rates. In addition to the Powder River Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Powder River Incremental Reservation Rate for any entitlement where both the Point of Receipt and Point of Delivery are on the Powder River Lateral.

FERC Docket: RP10-491-000

First Revised Sheet No. 10A First Revised Sheet No. 10A

Superseding: Original Sheet No. 10A

- 3. Transportation Service Charges (Continued)
 - Medicine Bow Incremental Reservation Charge Shipper shall be subject to the Medicine Bow Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Medicine Bow Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Medicine Bow Lateral, and (2) Transporter's currently effective Medicine Bow Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Medicine Bow Lateral for Shipper such quantities shall be subject to Transporter's daily Medicine Bow Incremental Reservation Rate to be calculated in the same manner as defined in Note 2 on the Statement of Rates. In addition to the Medicine Bow Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Medicine Bow Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Medicine Bow Lateral.

FERC Docket: RP10-491-000

Thirteenth Revised Sheet No. 11 Thirteenth Revised Sheet No. 11

Superseding: Twelfth Revised Sheet No. 11

- 3. Transportation Service Charges (Continued)
 - Echo Springs Incremental Reservation Charge Shipper shall be subject to the Echo Springs Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Echo Springs Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Echo Springs Lateral and (2) Transporter's currently effective Echo Springs Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Echo Springs Lateral for Shipper not having a Primary Point on the Echo Springs Lateral, such quantities shall be subject to Transporter's Echo Springs Incremental Reservation Rate. In addition to the Echo Springs Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Echo Springs Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Echo Springs Lateral.
 - 3.6 Piceance Basin Incremental Reservation Charge Shipper shall be subject to the Piceance Basin Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Piceance Basin Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Piceance Basin Lateral and (2) Transporter's currently effective Piceance Basin Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Piceance Basin Lateral for Shipper not having a Primary Point on the Piceance Basin Lateral, such quantities shall be subject to Transporter's Piceance Basin Incremental Reservation Rate. In addition to the Piceance Basin Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Piceance Basin Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Piceance Basin Lateral.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 11A Seventh Revised Sheet No. 11A

Superseding: Sixth Revised Sheet No. 11A

- 3. Transportation Service Charges (Continued)
 - 3.8 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the Commodity Rate set forth in the Agreement, including, as applicable, the incremental lateral commodity rate, by the quantity of Gas in Dth's Delivered (exclusive of any Overrun Gas) each Month by Transporter to Shipper at the Point(s) of Delivery.
 - 3.9 FL&U: Shipper shall provide FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The FL&U Percentages shall be applied to the quantities received from Shipper for Transportation Service to determine Shipper's FL&U.
 - 3.10 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
 - 3.11 Incremental Facility Charge: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities plus any related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.
 - 3.12 Adjustment of Rates: Subject to the terms of the Agreement,
 Transporter reserves the right to prescribe and/or adjust at any
 time any of the rates applicable to service under any individual
 Agreement without adjusting any other rates for service under other
 Agreements. Downward adjustment to any rate shall be for a specific
 term. Unless otherwise agreed, at the expiration of the term
 specified in Exhibit B to the Agreement, the rate for Transportation
 Service shall revert to the maximum rate under this Rate Schedule.

FERC Docket: RP10-491-000

First Revised Sheet No. 11B First Revised Sheet No. 11B

Superseding: Original Sheet No. 11B

- 3. Transportation Service Charges (Continued)
 - 3.13 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
 - 3.14 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
 - 3.15 Other Charges: Shipper shall pay to Transporter, when incurred by Transporter, all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

FERC Docket: RP10-491-000

First Revised Sheet No. 11.01 First Revised Sheet No. 11.01

Superseding: Original Sheet No. 11.01

- 3. Transportation Service Charges (Continued)
 - Kanda Lateral Incremental Reservation Charge Shipper shall be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement from a Point of Receipt or to a Point of Delivery on the Kanda Lateral. This charge shall be a monthly reservation charge equal to the product of (1) Shipper's currently effective Maximum Receipt Quantity from Point(s) of Receipt or Maximum Delivery Quantity to Point(s) of Delivery on the Kanda Lateral and (2) Transporter's currently effective Kanda Lateral Incremental Reservation Rate. In the event on any Day Transporter schedules from/to Secondary or Segmented Point(s) on the Kanda Lateral for Shipper not having a Primary Point on the Kanda Lateral, such quantities shall be subject to Transporter's Kanda Lateral Incremental Reservation Rate. In addition to the Kanda Lateral Incremental Reservation Charge, Shipper shall also pay Transporter's applicable mainline Reservation Rate when Shipper uses Transporter's mainline system. Shipper shall only be subject to the Kanda Lateral Incremental Reservation Charge for any entitlement where both the Point of Receipt and Point of Delivery are on the Kanda Lateral.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 12 Seventh Revised Sheet No. 12

Superseding: Substitute Fifth Revised Sheet No. 12

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
(Continued)

4. Overrun Transportation

Upon request of Shipper and at Transporter's option, Shipper may Tender and Transporter may accept for transportation, on any Day, quantities of Gas in excess of Shipper's Maximum Delivery Quantity ("Overrun Gas"). All quantities transported as Overrun Gas shall be transported on an interruptible basis. Unless otherwise agreed, Shipper shall pay an amount obtained by multiplying the quantity of such Overrun Gas during the Month by the Maximum Overrun Rate, and when applicable the Maximum Incremental Overrun Rate, as set forth in the Statement of Rates.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 13 Fourth Revised Sheet No. 13 Superseding: Substitute Third Revised Sheet No. 13

Reserved for future use.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 14 Seventh Revised Sheet No. 14 Superseding: Substitute Fifth Revised Sheet No. 14

RATE SCHEDULE FT FIRM TRANSPORTATION SERVICE (Continued)

5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 15 Fourth Revised Sheet No. 15

Superseding: Third Revised Sheet No. 15

The following sheets are being reserved for future use:

Second Revised Sheet No. 16
First Revised Sheet No. 17
Second Revised Sheet No. 18
Substitute Second Revised Sheet No. 19
Substitute First Revised Sheet No. 20
First Revised Sheet No. 21
Second Revised Sheet No. 22

FERC Docket: RP10-491-000

Second Revised Sheet No. 23 Second Revised Sheet No. 23

Superseding: First Revised Sheet No. 23

RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE

1. Availability

- 1.1 This Rate Schedule is available on the basis described in Section 4 of the General Terms and Conditions of this Tariff and subject to all of the other terms of this Tariff for Transportation Service by Wyoming Interstate Company, L.L.C. (hereinafter called Transporter), for any person (hereinafter called Shipper) when Shipper desires interruptible Transportation Service, and:
 - (a) Transporter can render such 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 Point(s) of Delivery to effect receipt or Delivery of the Gas;
 - (b) Shipper makes a valid request pursuant to Section 4 of the General Terms and Conditions of this Tariff;
 - (c) Shipper executes an Interruptible Transportation Service Agreement ("Agreement") pursuant to the terms of this Rate Schedule in the form attached hereto; and
 - (d) Shipper has met the creditworthiness requirements and other service requirements specified in Section 4 of the General Terms and Conditions.
- 1.2 When new and/or expanded facilities at Points of Delivery or Receipt, such as new taps, valves, measurement equipment, and other minor facilities, are required to accommodate receipt and/or Delivery of Gas under this Rate Schedule IT and will not impair service to any existing Shipper or threaten the integrity of Transporter's System, Transporter will construct such facilities. Transporter shall require Shipper to pay all construction costs pursuant to Section 3.5 of this Rate Schedule, including any filing fees, notifications, and a reimbursement amount to compensate for tax effects associated with such facilities.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 24 Fourth Revised Sheet No. 24

Superseding: Third Revised Sheet No. 24

RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

1. Availability (Continued)

1.3 Any Contribution in Aid of Construction (CIAC) pursuant to this Section 1 shall be increased by an amount (Tax Reimbursement) to compensate for the federal and state income tax effects thereof, according to the following formula:

Tax Reimbursement = [Tax Rate x (CIAC - Present Value of Tax Depreciation)] x [1 + $\{Tax Rate/(1 - Tax Rate)\}$]

- 1.4 Any construction of additional facilities to provide service for a Shipper will be subject to any applicable laws and appropriate regulations.
- 2. Applicability and Character of Service
 - 2.1 Incorporation by Reference: The Agreement in all respects shall be subject to the provisions of this Rate Schedule and the General Terms and Conditions of this Tariff as filed with and accepted by the FERC from time to time (as they may be amended pursuant to Section 6 of the Agreement).
 - 2.2 Transportation Service hereunder is interruptible, and subject to interruption by Transporter at any time. Transportation 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 Shippers. Service interruption for interruptible Shippers will be determined in accordance with the provisions of Section 4 of the General Terms and Conditions.
 - 2.3 Receipt: Subject to the General Terms and Conditions of this Tariff, Shipper agrees to Tender and Transporter agrees to accept Receipt Quantities at the Point(s) of Receipt Nominated by Shipper pursuant to Section 6 of the General Terms and Conditions.
 - 2.4 Delivery: Subject to the General Terms and Conditions of this Tariff, Transporter agrees to transport and Tender Delivery Quantities to Shipper or for Shipper's account at Point(s) of Delivery Nominated by Shipper pursuant to Section 4 of the General Terms and Conditions.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 25 Eighth Revised Sheet No. 25

Superseding: Seventh Revised Sheet No. 25

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

2. Applicability and Character of Service (Continued)

- 2.5 Rates of Flow: At each Point of Receipt and Point of Delivery, each Party shall use reasonable efforts to Tender, or cause to be Tendered, Gas at reasonably uniform hourly and daily rates of flow.
- 2.6 Transporter shall not be required to provide Transportation Service if the quantities Tendered are so small as to cause operational difficulties, such as measurement. Transporter shall promptly notify Shipper if such operating conditions exist.
- 3. Transportation Service Charges
 - 3.1 Applicable Rates: The applicable rates for service hereunder shall, subject to the other provisions hereof, be the rates agreed to by Transporter and Shipper as set forth in Exhibit A to the Agreement provided that such rates shall be not less than the minimum nor more than the maximum rates for service pursuant to this Rate Schedule, as set forth in Transporter's FERC Gas Tariff, Second Revised Volume No. 2, or any effective superseding Rate Schedule on file with the FERC
 - 3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the commodity rate set forth in Exhibit A, including as applicable the incremental lateral commodity rate, to the Agreement by the quantity of Gas in Dth Delivered each Month by Transporter to Shipper at the Point(s) of Delivery. The commodity rate set forth in the Agreement shall not be greater than the maximum rate set forth on the Statement of Rates nor less than the minimum rate set forth on the Statement of Rates. As provided in the General Terms and Conditions the maximum commodity rate shall be subject to adjustment monthly to reflect changes in Transporter's interest expense.
 - Powder River Interruptible Incremental Rate: Shipper shall be subject to the Powder River Interruptible Incremental Rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Powder River Lateral. Shipper shall be charged an amount obtained by multiplying the Powder River Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the Powder River Lateral each Month. In addition to the Powder River Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 26 Tenth Revised Sheet No. 26

Superseding: Ninth Revised Sheet No. 26

RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

- 3. Transportation Service Charges (Continued)
 - 3.4 Medicine Bow Interruptible Incremental Rate: Shipper shall be subject to the Medicine Bow Interruptible Incremental Rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Medicine Bow Lateral. Shipper shall be charged an amount obtained by multiplying the Medicine Bow Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the Medicine Bow Lateral each Month. In addition to the Medicine Bow Interruptible Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.
 - 3.5 Echo Springs Interruptible Incremental Rate: Shipper shall be subject to the Echo Springs Interruptible Incremental Rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Echo Springs Lateral. Shipper shall be charged an amount obtained by multiplying the Echo Springs Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the Echo Springs Lateral each Month. In addition to the Echo Springs Interruptible Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.
 - 3.6 Piceance Basin Interruptible Incremental Rate: Shipper shall be subject to the Piceance Basin Interruptible Incremental Rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Piceance Lateral. Shipper shall be charged an amount obtained by multiplying the Piceance Basin Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the Piceance Lateral each Month. In addition to the Piceance Basin Interruptible Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.
 - 3.7 Kanda Lateral Interruptible Incremental Rate: Shipper shall be subject to the Kanda Lateral Interruptible Incremental Rate for quantities scheduled and confirmed at Point(s) of Receipt and/or Delivery on the Kanda Lateral. Shipper shall be charged an amount obtained by multiplying the Kanda Lateral Interruptible Incremental Rate set forth in Appendix A to the Agreement by the quantity of Gas in Dth received or Delivered on the Kanda Lateral each Month. In addition to the Kanda Lateral Interruptible Incremental Rate, Shipper shall also pay Transporter's applicable mainline Interruptible Commodity Rate when Shipper uses Transporter's mainline system.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 27 Tenth Revised Sheet No. 27

Superseding: Ninth Revised Sheet No. 27

RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

- 3. Transportation Service Charges (Continued)
 - 3.8 FL&U: Shipper shall provide the FL&U in kind as described in Section 13.4 ("FL&U Adjustment") of the General Terms and Conditions. The quantities retained for FL&U shall be computed by multiplying the percentages by the applicable Receipt Quantities from Shipper for Transportation Service.
 - 3.9 Venting of Gas: Shipper shall be responsible for Unauthorized Overrun Gas Tendered to Transporter which is vented pursuant to Section 3.3 of the General Terms and Conditions hereof.
 - 3.10 Incremental Facilities and Charges: When the construction of new minor facilities is required in order to provide service to Shipper, Shipper will pay Transporter for such facilities. The Parties shall agree as to whether Shipper shall (1) make a one-time 100 percent reimbursement for the cost of facilities or (2) pay the cost of facilities over a period of time agreed to by Shipper and Transporter. The facility charge will include the cost of the facilities, plus related taxes, plus interest as agreed to by the Parties, if the Shipper elects to reimburse Transporter for the facilities over a period of time.
 - 3.11 Adjustment of Rates: Subject to the terms of the Agreement,
 Transporter reserves the right to prescribe and/or adjust at any
 time any of the rates applicable to service under any individual
 Agreement without adjusting any other rates for service under other
 Agreements. Downward adjustment to any rate shall be for a specific
 term. Unless otherwise agreed, at the expiration of the term
 specified in Exhibit "A" to the Agreement, the rate for
 Transportation Service shall revert to the maximum rate under this
 Rate Schedule.
 - 3.12 Imbalance Management: Shipper shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 28 Tenth Revised Sheet No. 28

Superseding: Ninth Revised Sheet No. 28

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

- 3. Transportation Service Charges (Continued)
 - 3.13 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Section 4.5 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.
 - 3.14 Other Charges: Shipper shall pay to Transporter when incurred by Transporter all charges related to service provided under this Rate Schedule, including any costs incurred by Transporter on behalf of Shipper.

FERC Docket: RP10-491-000

Second Revised Sheet No. 28A Second Revised Sheet No. 28A Superseding: First Revised Sheet No. 28A

Reserved for future use.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 29 Fifth Revised Sheet No. 29

Superseding: Fourth Revised Sheet No. 29

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
(Continued)

4. Term

4.1 Termination Date: The Agreement shall continue in effect for the term described in Section 3 of the Agreement or the date which Transporter receives authority to, or is required to, abandon service rendered pursuant to its "blanket" transportation certificate of public convenience and necessity issued in FERC Docket No. CP90-706.

Transporter may terminate the Agreement with respect to service under Section 311 of the NGPA if it also terminates like service for others on a nondiscriminatory basis which is consistent with applicable regulatory law and regulations and secures any necessary regulatory approval(s).

FERC Docket: RP10-491-000

First Revised Sheet No. 29A First Revised Sheet No. 29A Superseding: Original Sheet No. 29A

RATE SCHEDULE IT INTERRUPTIBLE TRANSPORTATION SERVICE (Continued)

5. General Terms and Conditions

The General Terms and Conditions contained in this Tariff, except as modified in the Agreement to accommodate specific operational requirements, are applicable to this Rate Schedule and are hereby made a

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 30 Fifth Revised Sheet No. 30

Superseding: Fourth Revised Sheet No. 30

RATE SCHEDULE HSP-1
Headstation Pooling Service

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other Party (hereinafter referred to as "Pooler") for the aggregation of natural Gas supplies by Transporter when Pooler and Transporter have executed an agreement under this Rate Schedule HSP-1 ("Agreement").

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This Rate Schedule shall apply to all services rendered by Transporter for Pooler within a Pooling Area, pursuant to the executed Agreement under this Rate Schedule HSP-1.
- 2.2 Service under this Rate Schedule HSP-1 shall permit the Pooler to Nominate and aggregate receipts of natural Gas quantities within a Pooling Area to the related Headstation Pool ("Pool") for subsequent redelivery to designated Service Agreement(s) ("Downstream Agreement(s)") that are transporting such Gas from the Pool aggregation point to Point(s) of Delivery on Transporter's transmission system, or for Redelivery to another Pooling Agreement at the same Pool aggregation point. Additionally, a Pooler may receive Gas from another Pooler's account at the same Pool aggregation point.
- 2.3 Pooler may Nominate natural Gas supplies from any designated Point(s) of Receipt within the Pooling Area, or from another Pooler's account in the same Pooling Area, in accordance with the provisions of Section 6 of the General Terms and Conditions. Such Nominated quantities shall be aggregated at the Pool and treated as quantities received at a single Receipt Point for Downstream Shipper(s) Nominating quantities of Gas from the Pool for downstream Transportation Service, or for use in another Pool account in the same Pooling Area.
- 2.4 Downstream Shipper(s), including other Poolers, shall receive Nominated quantities of Gas at a Pool according to the priorities provided by the Pooler under this Rate Schedule HSP-1 in accordance with Section 6 of the General Terms and Conditions and to the extent such priorities are not in conflict with other scheduling priorities stated in this Tariff.
- 2.5 Allocation of Gas for Pooler(s) under this Rate Schedule HSP-1 shall be determined according to the provisions of Section 6 of the General Terms and Conditions.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 31 Fifth Revised Sheet No. 31

Superseding: Fourth Revised Sheet No. 31

RATE SCHEDULE HSP-1 Headstation Pooling Service (Continued)

- 2. APPLICABILITY AND CHARACTER OF SERVICE (Contd.)
 - 2.6 For purposes of determining imbalances under this Rate Schedule HSP-1, overdeliveries at one Point of Receipt within a Pooling Area may be offset by underdeliveries at another Point of Receipt within the same Pooling Area. Nothing contained in this provision shall eliminate Pooler's obligations to resolve imbalances as described under Section 10 of these General Terms and Conditions.
- 3. CHARGES

Each Month, Pooler shall pay to Transporter the following charges:

- 3.1 Commodity Charges. None.
- 3.2 Imbalance Management. Pooler shall be subject to the imbalance management provisions set forth in Section 10 of the General Terms and Conditions.
- 4. FL&U
 - 4.1 FL&U does not apply to this Rate Schedule HSP-1.
- 5. TITLE TRANSFER TRACKING SERVICE
 - 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. (NAESB Standard 1.3.64)

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 32 Fifth Revised Sheet No. 32

Superseding: Fourth Revised Sheet No. 32

RATE SCHEDULE HSP-1
Headstation Pooling Service
(Continued)

5. TITLE TRANSFER TRACKING SERVICE (Continued)

- The Title Transfer Tracking Services should be supported by means of the nominations, quick responses and scheduled quantities processes. At Transporter's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within the Transporter's system. (NAESB Standard 1.3.65)
- 5.3 Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Parties wishing to transfer title to other parties using Transporter's TTT services must hold a pooling account with Transporter. Third Party Account Administrators ("3PADS") must hold a pooling account with Transporter and must follow the procedures and requirements for nominations, quick responses and scheduled quantities.
- 5.4 Title Tracking Transfer Procedures
 - (a) For any Day when Pooler desires Transporter to track a title transfer for Pooler's account under this Rate Schedule, then Pooler shall nominate to Transporter in accordance with the General Terms & Conditions of this Tariff, specifying:
 - (i) the quantity of gas subject to the title transfer;
 - (ii) the selling and/or purchasing parties, and
 - (iii) the desired eligible Headstation Pool.
 - (b) When Pooler's nomination is properly confirmed subject to the limitations set forth in this Rate Schedule, then such quantity shall constitute a TTT quantity at that Headstation Pool.
 - (c) Pooler is required to balance the quantities nominated for sale and for purchase under TTT Service at each Headstation Pool in each Nomination Cycle and for each Day.
- 6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this Tariff, except as modified in the Agreement, are hereby specifically incorporated herein and made a part of this Rate Schedule HSP-1.

FERC Docket: RP10-491-000

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

These Sheets reserved are for future use:

Second Revised Sheet No. 33 Third Revised Sheet No. 34

Effective Date: 10/01/1996 Status: Effective

FERC Docket: RP96-374-000

Second Revised Sheet No. 34 Second Revised Sheet No. 34: Effective

Superseding: First Revised Sheet No. 34

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

APPENDIX A

TO TRANSPORTATION SERVICE AGREEMENT

TRANSPORTER: WYOMING INTERSTATE COMPANY, LTD.

TRANSPORTATION RATES

Commodity

Rate
Point of (Cents Effective Fuel
Point of Receipt Delivery Per Dth) Period Percentage ACA GRI

	Date:
Transporter	Shipper
-	
TICIE:	Agreement No.
	Agreement Date

FERC Docket: RP10-491-000

Fifteenth Revised Sheet No. 35 Fifteenth Revised Sheet No. 35 Superseding: Fourteenth Revised Sheet No. 35

Reserved for future use.

FERC Docket: RP10-491-000

Thirteenth Revised Sheet No. 36 Thirteenth Revised Sheet No. 36

Superseding: Twelfth Revised Sheet No. 36

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Begin Date" shall mean the Day specified by a Shipper on which a Gas transaction is to begin. Most Gas transactions are to be effective for a full Gas Day. However, Shippers may indicate a requested beginning time when submitting Intraday Nominations.
- "Bidding Shipper(s)" is any Shipper who is prequalified pursuant to Section 9 of the General Terms and Conditions to bid for capacity or who is a party to a prearranged release.
- "Btu" shall mean 1 British thermal unit, which is the amount of heat required to raise the temperature of 1 pound of water 1 degree from 59 degrees to 60 degrees Fahrenheit. The reporting basis for Btu is 14.73 p.s.i.a. and 60 degrees F (101.325 kPa and 15 degrees C, and dry). Standardize the reporting basis for gigacalorie as 1.035646 Kg/cm^2 and 15.6 degrees C and dry. "MMBtu" shall mean 1 million Btu. One "Dth" (Dekatherm) is equivalent to one MMBtu. Thermal Conversion factors shall be stated using not less than three decimal places. However, for calculation purposes, not less than 6 decimal places should be used. (NAESB Standards 2.3.9 and 2.3.10)
- 1.4 "Bumping" or "Bump" shall mean:
 - (a) The reduction of a previously Scheduled and Confirmed Interruptible Transportation Quantity to permit Transporter to schedule and confirm a firm Transportation Nomination which has a higher priority and which was submitted as an Intraday Nomination.
 - (b) In the event that a discount is granted that affects previously scheduled quantities, "Bumping" or "Bump" shall also mean the reduction of a Firm Transportation Quantity previously scheduled and confirmed to permit Transporter to schedule and confirm a firm Transportation Intraday Nomination which has a higher priority.
 - (c) In the event of an intraday recall of released capacity, "Bumping" or "Bump" shall also mean the reduction of the Replacement Shipper's previously Scheduled and Confirmed Firm Transportation Quantity.

Bumping that affects transactions on multiple Transportation Service Providers' systems should occur at grid-wide synchronization times only (NAESB Standard 1.3.39). Pursuant to NAESB Standard 1.2.12, absent an agreement to the contrary between Transporter, Shipper and any affected interconnect Party, a Bump shall not result in a Scheduled Quantity that is less than the applicable elapsed pro rated flow quantity.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 36A Ninth Revised Sheet No. 36A

Superseding: Eighth Revised Sheet No. 36A

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

- 1.5 "Business Day" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding Federal Bank Holidays.
- "Cash Out Index Price" shall mean the price calculated as the average of the daily mid-point index prices for the Rockies CIG (N. Syst.) as published in Platt's Gas Daily Price Guide for each day of the production month divided by the number of days in the Month. Should Platt's Gas Daily Price Guide become unavailable, Transporter shall base the Cash Out Index Price on information posted in a similar publication. The Cash Out Index Price shall be calculated and posted on Transporter's electronic bulletin board no later than 5:00 p.m. CCT on the fifth Business Day of the Month following the production month.
- "Central Clock Time" or "CCT" shall mean Central Standard Time (CST) except for that period when daylight savings is in effect. During this period, CCT shall mean Central Daylight Time (CDT). Unless otherwise stated, all times in this Tariff are Central Clock Time (CCT).
- 1.8 "Confirmation" shall mean the verification of the Confirmed Quantity by the Confirming Parties. A Confirmation Response is a report provided via EDM which conforms to the requirements of the Data Dictionary standards as set forth in GISB Standard 1.4.4. The Explicit Confirmation process requires that the Confirming Party respond to a Request for Confirmation or initiate an unsolicited Confirmation Response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology. (GISB Standard 1.3.40)
 - (a) A "Confirmation Requester" is a Service Provider (including a point operator) which is seeking to confirm a quantity of Gas via the information outlined in GISB Standard 1.4.3 with another Service Provider (the Confirming Party) with respect to a Nomination at a location. (GISB Standard 1.2.8)
 - (b) A "Confirming Party" is a Service Provider (including a point operator) which provides a Confirmation for a quantity of Gas via the information outlined in GISB Standard 1.4.4 to another Service Provider (the Confirmation Requester) with respect to a Nomination at a location. (GISB Standard 1.2.9)
 - (c) The term "Confirming Parties" refers to the Confirmation Requester and the Confirming Party. (GISB Standard 1.2.10)

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 36B Seventh Revised Sheet No. 36B

Superseding: Sixth Revised Sheet No. 36B

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

1.8 (continued)

- (d) "Confirmation by Exception" ("CBE") means that the Confirming Parties agree that one party deems that all requests at a location are Confirmed by the other party (the CBE Party) without response communication from that party. The CBE party can take exception to the request by so informing the other party within a mutually agreed upon time frame. (GISB Standard 1.2.11)
- "Confirmed Quantity" shall mean the final result of the confirmation process and is the quantity of gas stated in MMBtu or Dth which has been determined as authorized to flow on a specified Gas Day at a specified Point of Receipt or Delivery on behalf of a Shipper or Shippers. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standards 1.4.5 and shall reflect Confirmed Quantities.
- 1.10 "Critical Notices" are defined, in conformance with GISB Definition 5.2.1, as those notices which pertain to information of conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow.
- 1.11 "Cubic Foot" shall mean the volume of gas which would occupy a space of 1 cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 pounds per square inch absolute (p.s.i.a.). "Mcf" shall mean 1,000 cubic feet. "MMcf" shall mean 1,000,000 cubic feet. Pressure Base conversion factors should be reported to not less than 6 decimal places. (GISB Standard 2.3.10) However, the reporting basis for Gas transactions is thermal. See definition of Dekatherm.
- 1.12 "Daily Nomination" or "Timely Nomination" shall mean a Nomination submitted by a Nominating Party in conformance with the Timely Nomination Schedule set forth in Section 6 of these General Terms and Conditions, one calendar day prior to the Begin Date of a Gas transaction.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 36C Tenth Revised Sheet No. 36C

Superseding: Ninth Revised Sheet No. 36C

GENERAL TERMS AND CONDITIONS (Continued)

- 1. DEFINITIONS (Continued)
 - 1.13 "Data Dictionaries" shall mean those documents created by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB or NAESB WGQ") which implement the NAESB WGQ Standards, and which specifically define the business names for the various elements of the NAESB WGQ Standard data sets. The Data Dictionaries also define the appropriate usage of the data element (for example, Mandatory, Conditional, Sender's Option, Business Conditional, and Mutually Agreeable). Unless otherwise stated, all NAESB WGQ Data Dictionaries referenced by or incorporated into this Tariff are Version 1.7. Transporter has, as part of its implementation of the NAESB WGQ Standards, incorporated by reference, the NAESB WGQ Data Dictionaries listed in the previous provisions.

1.4.1	Nominations
1.4.2	Nomination Quick Response
1.4.3	Request for Confirmation
1.4.4	Confirmation Response
1.4.5	Scheduled Quantity
1.4.6	Scheduled Quantity for Operator
1.4.7	Confirmation Response Quick Response
2.4.1	Predetermined Allocation
2.4.2	Predetermined Allocation - Quick Response
2.4.3	Allocation
2.4.4	Shipper Imbalance
2.4.5	Measurement Information
2.4.6	Measured Volume Audit Statement
2.4.7	Request for Information
2.4.8	Response to Request for Information
2.4.9	Authorization to Post Imbalances
2.4.10	Posted Imbalances Download
2.4.11	Request for Imbalance Trade
2.4.12	Request for Imbalance Trade Quick Response
2.4.13	Withdrawal of Request for Imbalance Trade
2.4.14	Request for Confirmation of Imbalance Trade
2.4.15	Imbalance Trade Confirmation
2.4.16	Imbalance Trade Notification
3.4.1	Transportation/Sales Invoice
3.4.2	Payment Remittance
3.4.3	Statement of Account

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 36D Tenth Revised Sheet No. 36D

Superseding: Ninth Revised Sheet No. 36D

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

- 1.15 "Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units (MMBtu). One Dekatherm of Gas shall mean the quantity of Gas which contains one Dekatherm of heat energy and will be reported on a dry MMBtu or Dth basis. Dth is the standard quantity unit for Nominations, Confirmations and Scheduled Quantities in the United States. The standard conversion factor between Dth and Canadian Gigajoules (Gj) is 1.055056 Gjs per Dth. As used in this Tariff, related services agreements, statements and invoices, MMBtu and Dth are considered synonymous.
- 1.16 "Deliver" (or Delivers or Delivered) shall mean the Tender by
 Transporter to Shipper, or to a third party for Shipper's account,
 and the acceptance by Shipper or a third party for Shipper's account
 at the Point of Delivery under Shipper's Agreement of quantities of
 Gas containing the same thermal content as the quantities received
 by Transporter for Transportation Service less the FL&U Adjustment.
- 1.17 "Delivery Quantities" (or Deliveries) shall mean the quantities of natural Gas Delivered at the Point of Delivery. The Delivery Quantities so determined shall be further adjusted, if appropriate, by any Gas vented as provided in Section 3.3 hereof during the same period of time.
- 1.18 "Downstream Party" shall mean the entity (name or identifying number) receiving Gas at a designated location as identified by a Shipper's Nomination.
- 1.18A "Echo Springs Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 1, Township 19 North, Range 93 West, Carbon County, Wyoming and extending northeasterly terminating at Transporter's mainline in Section 17, Township 20 North, Range 92 West, Sweetwater County, Wyoming.

FERC Docket: RP10-491-000

1.13

Second Revised Sheet No. 36C.01 Second Revised Sheet No. 36C.01 Superseding: First Revised Sheet No. 36C.01

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

NAESB Data	Dictionaries (Contd.)
3.4.4 5.4.1 5.4.2 5.4.3 5.4.4	Service Requester Level Charge/Allowance Invoice Capacity Release - Offer Download Capacity Release - Bid Download Capacity Release - Award Download Capacity Release - Replacement Capacity - NOT USED by Transporter
5.4.5	Capacity Release - Withdrawal Download
5.4.6	Capacity Release - Withdrawal Upload
5.4.7	Capacity Release - Offer Upload
5.4.8	Capacity Release - Offer Upload Quick Response
5.4.9	Capacity Release - Offer Upload Notification
5.4.10	Capacity Release - Offer Upload Bidder Confirmation
5.4.11	Capacity Release - Offer Upload Bidder Confirmation
F 4 10	Quick Response
5.4.12	Capacity Release - Offer Upload - Final Disposition
5.4.13	Capacity Release - Operationally Available and Unsubscribed Capacity
5.4.16	Capacity Release - Systemwide Notices
5.4.17	Capacity Release - Note/Special Instructions
5.4.18	Capacity Release - Bid Upload
5.4.19	Capacity Release - Bid Upload Quick Response
5.4.20	Transactional Reporting - Capacity Release
5.4.21	Transactional Reporting - Firm Transportation
5.4.22	Transactional Reporting - Interruptible Transportation

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 37 Eleventh Revised Sheet No. 37

Superseding: Tenth Revised Sheet No. 37

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

1.19 "Electronic Delivery Mechanism" or "EDM" shall mean the electronic communication methodology used to transmit and receive data related to Gas transactions. Transporter shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party.

Transporter's use and implementation of EDM shall conform to all appropriate GISB Standards.

Furthermore, Transporter's implementation of EDM shall be specified in an Electronic Data Interchange Trading Partner Agreement, which shall substantially conform to the GISB Model EDI Trading Partner Agreement.

- 1.20 "Electronic Transmission" or "Electronic Communication" shall mean the transmission of information via Transporter's electronic bulletin board, Transporter's standardized Internet Web Site ("Web Site"), Electronic Data Interchange (EDI), including information exchanged via EDM. These terms exclude facsimile.
- 1.21 "End Date" shall mean the Day specified by a Shipper on which a Gas transaction is to end. Most Gas transactions are to be effective for a full Gas Day. However, Shipper may indicate a requested end time when submitting Intraday Nominations.
- 1.22 "Equivalent Quantities" shall mean the sum of the quantities of Gas measured in Dth received by Transporter for the account of Shipper at the Points of Receipt during any given period of time reduced by the FL&U Adjustment and any Gas vented as provided in Section 3.3 hereof during the same period of time.

In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 3.3; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.27 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.

Effective Date: 04/01/2008 Status: Suspended

FERC Docket: RP07-699-000

Twelfth Revised Sheet No. 37A Twelfth Revised Sheet No. 37A: Suspended

Superseding: Eleventh Revised Sheet No. 37A

GENERAL TERMS AND CONDITIONS (Continued)

In determining Equivalent Quantities for Delivery, each Shipper shall provide the FL&U Adjustment based on the actual quantity of Gas Tendered by such Shipper to Transporter; provided, however, that each Shipper shall be responsible for Unauthorized Overrun Gas Tendered by it to Transporter which is vented under Section 10.1; provided further, that the FL&U Adjustment shall be modified periodically to reflect Transporter's actual operating experience as described in Section 1.25 ("FL&U Requirement"). Each Shipper's share of Transporter's total FL&U Requirement shall be calculated as a percentage of each Shipper's Gas at each Point of Receipt.

- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement, the FL&U Requirement Adjustment, and the Cost and Revenue True-up Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).

FERC Docket: RP10-491-000

Fourteenth Revised Sheet No. 37A Fourteenth Revised Sheet No. 37A

Superseding: Thirteenth Revised Sheet No. 37A

GENERAL TERMS AND CONDITIONS (Continued)

- 1.23 "FERC" shall mean the Federal Energy Regulatory Commission or any federal commission, agency, or other governmental body or bodies succeeding to, lawfully exercising, or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.
- 1.24 "FL&U" shall mean Fuel Gas and Lost and Unaccounted-for Gas.
- 1.25 "FL&U Adjustment" shall mean the quantity of Gas to be retained by Transporter to replace its requirement for FL&U, and shall be reflected as a portion of all Receipt Quantities.
- 1.26 "FL&U Percentage", reported separately for Fuel Gas and L&U, shall refer to the percentages derived by dividing: (i) the sum of the Projected FL&U Requirement and the FL&U Requirement Adjustment (numerator); by (ii) the projected Receipt Quantities related to the anticipated Transportation Service for Shippers charged Fuel Gas and all Shippers charged L&U during the projected FL&U Requirement period (denominator).

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 37B Eleventh Revised Sheet No. 37B Superseding: Tenth Revised Sheet No. 37B

GENERAL TERMS AND CONDITIONS (Continued)

- 1. DEFINITIONS (Continued)
 - 1.27 "FL&U Requirement" shall mean the quantity of Gas expected to be required by Transporter during the effective period of FL&U Adjustment as determined by Transporter.

Effective Date: 04/01/2008 Status: Suspended

FERC Docket: RP07-699-000

Eleventh Revised Sheet No. 37C Eleventh Revised Sheet No. 37C: Suspended

Superseding: Tenth Revised Sheet No. 37C

GENERAL TERMS AND CONDITIONS

(Continued)

- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying Transportation Service Agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.
- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- 1.32 "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC.

FERC Docket: RP10-491-000

Twelfth Revised Sheet No. 37C Twelfth Revised Sheet No. 37C

Superseding: Sub Eleventh Revised Sheet No. 37C

GENERAL TERMS AND CONDITIONS (Continued)

- 1.28 "Flow Path Secondary Capacity" shall mean the capacity status assigned to that portion of a Transportation transaction for which the Point of Receipt or the Point of Delivery lie outside the Primary Receipt-to-Delivery Flow Path when at least some part of such transaction passes through Shipper's Primary Receipt-to-Delivery Flow Path. Additionally, the Flow Path Secondary priority shall apply to any non-primary point that lies within Shipper's Primary Receipt-to-Delivery Flow Path, and such point shall be designated a Flow Path Secondary Point. Flow Path Secondary Capacity is limited by the capacity entitlement of the underlying Transportation Service Agreement on the Primary Receipt-to-Delivery Flow Path Segment being used.
- 1.29 "Fuel Gas" shall mean the quantity of Gas which is required by Transporter for transportation related purposes to accomplish the Transportation Service for all Shippers.
- 1.30 "Gas" shall mean combustible hydrocarbon Gas.
- 1.31 "Gas Industry Standards Board" or "GISB" also known as "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural Gas industry business practices and procedures.
- "GISB or NAESB or NAESB WGQ Standards" and "GISB or NAESB or NAESB WGQ Definitions" shall mean the standardized business practices, procedures, criteria, and definition of terms which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the FERC.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 37D Ninth Revised Sheet No. 37D

Superseding: 2nd Sub Eighth Revised Sheet No. 37D

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

1.32 (Continued)

5.2.3 5.3.7 5.3.24 5.3.31 through 5.3.33 5.3.35 through 5.3.43 5.3.46 through 5.3.50 5.3.52 5.3.55 5.3.57 through 5.3.60 5.4.23 10.2.1 through 10.2.38 10.3.3 through 10.3.25

1.33 "Gross Heating Value" shall mean the number of Btu's produced by the combustion, at a constant pressure, of the amount of Gas which would occupy a volume of one cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis at a pressure of 14.73 p.s.i.a. with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of Gas and air and when the water formed by combustion is condensed to the liquid state. The value so determined shall be adjusted to reflect actual conditions of pressure and temperature. The calculations shall be based on dry Gas if the Gas at the measurement points contains less than 5 pounds of water per MMcf. If the Gas at the measurement point contains more than 5 pounds of water per MMcf, an appropriate correction factor determined by Transporter for the actual water vapor content in the delivered Gas stream will be applied to the Btu calculations to correct for this water content.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 37C.01 Sixth Revised Sheet No. 37C.01

Superseding: Sub Fifth Revised Sheet No. 37C.01

GENERAL TERMS AND CONDITIONS (Continued)

- 1. DEFINITIONS (Continued)
 - 1.32 (Continued)

Unless otherwise stated, all NAESB WGQ Standards referenced by or incorporated into this Tariff are Version 1.8. Notwithstanding this Section 1.32, Transporter shall adhere to the NAESB WGQ Standards as modified by Order No. 717. Transporter incorporates by reference the requirements of the following NAESB WGQ Standards and Definitions:

0.2.1 through 0.3.15 0.4.1 1.2.13 through 1.2.19 1.3.47 through 1.3.50 1.3.52 through 1.3.63 1.3.66 through 1.3.77 1.3.79 through 2.2.5 2.2.2 through 2.3.2 2.3.1 2.3.4 through 2.3.6 2.3.15 through 2.3.21 2.3.23 2.3.25 2.3.27 through 2.3.30 2.3.32 through 2.3.35 2.3.40 through 2.3.65 2.4.17 through 2.4.18 3.1.1 through 3.1.2 3.2.1 3.3.1 through 3.3.13 3.3.18 3.3.22 3.3.24 3.3.26 4.2.1 through 4.2.20 through 4.3.3 4.3.1 4.3.5 4.3.16 through 4.3.18 4.3.20 4.3.22 through 4.3.36 4.3.38 through 4.3.62 4.3.65 through 4.3.69 4.3.72 through 4.3.76 4.3.78 through 4.3.87 4.3.89 through 4.3.93

FERC Docket: RP10-491-000

First Revised Sheet No. 37D.01 First Revised Sheet No. 37D.01

Superseding: Original Sheet No. 37D.01

GENERAL TERMS AND CONDITIONS (Continued)

- 1.34 "Interconnecting Party" shall mean the party or such party's designee that is responsible for operations of a natural Gas system which interconnects with Transporter's pipeline system and is responsible for verifying Nominations and scheduling Gas flow at such point of interconnections. An Interconnecting party is also a Confirming Party. Each Interconnecting Party is required to conform to the schedules set forth in Section 6 of these General Terms and Conditions of this Tariff, unless specifically exempted by Transporter.
- 1.35 "Intraday Nomination" shall mean a Nomination submitted by a Nominating Party after the Timely Nomination Deadline set forth in Section 6 of these General Terms and Conditions. Intraday Nominations shall be accepted for the following cycles pursuant to the schedule set forth in Section 6 of these General Terms and Conditions:
 - Evening Cycle the day prior to the Gas Day
 - b)
 - Intraday 1 Cycle the morning of the Gas Day Intraday 2 Cycle the afternoon of the Gas Day
- 1.36 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 3.3 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.

FERC Docket: RP10-491-000

Seventeenth Revised Sheet No. 38 Seventeenth Revised Sheet No. 38

Superseding: Sixteenth Revised Sheet No. 38

GENERAL TERMS AND CONDITIONS (Continued)

1. DEFINITIONS (Continued)

1.37 "Maximum Delivery Quantity" or "MDQ" shall mean the maximum quantity of Gas, expressed in Dths per Day, which Transporter shall be obligated under a Service Agreement to Deliver to Shipper or for Shipper's account.

The MDQ listed on the Service Agreement between Transporter and Shipper is based on a thermal content for the operational area of Shipper's Primary Points of Receipt. The thermal content used for MDQ determinations for the five operational areas of Transporter's system are:

Operational Area	Btu/cubic foot
Medicine Bow Lateral	968
Powder River Lateral	981
Wyoming Mainline and Echo Springs Later	al 1053
Piceance Basin Lateral	1050
Kanda Lateral	1050

Transporter continuously measures the thermal content of Gas on its system. If the thermal content in any Month deviates from the Btu per cubic foot levels stated above, or the then-current thermal content on which MDQ's are based, and Transporter reasonably determines that it will not be able to fully provide firm service due to the thermal change, Transporter can adjust each firm Shipper's MDQ. The MDQ adjustment will be posted on Transporter's electronic bulletin board, and will become effective on the first Day of the Month following posting. If an adjustment causes Shipper to be in an overrun situation, Shipper will not be liable for any overrun charges that are incurred during the first thirty days after implementation of the adjustment. In the event of an MDQ adjustment, Transporter shall also adjust its rates to prevent any undercharge or overcharge to Shippers which might otherwise result from the MDQ adjustments. The adjusted rates shall also be posted on Transporter's electronic bulletin board. The adjusted rates will be calculated by multiplying the fraction (Btu level stated above applicable to Shipper, or the then-current thermal content, divided by the new thermal content) by Transporter's rates that were applicable to Shipper. The adjusted rates will take effect the first Day of the Month that begins after the posting. The net effect on total payment due as a result of Shipper's adjusted MDQ and rates will be zero. Transporter will seek FERC approval if the adjustment to MDQ and rates, due to changes to the thermal content of the Gas, is more than 5 percent of the then-current thermal content. This provision also applies to Segmentation.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 38A Tenth Revised Sheet No. 38A

Superseding: Ninth Revised Sheet No. 38A

GENERAL TERMS AND CONDITIONS (Continued)

- 1.38 "Mcf" shall mean 1,000 cubic feet of Gas at a pressure of 14.73 p.s.i.a. and at a temperature of 60 degrees Fahrenheit. Pressure base conversion factors shall be stated with at least six decimal places. (GISB Standard 2.3.10) However, the reporting basis for Gas transactions is thermal. (See definition of Dth in this Section.)
- 1.39 "Medicine Bow Lateral" shall mean that portion of Transporter's transmission system including all Point(s) of Receipt beginning at Transporter's interconnecting points located in Section 33, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southeasterly terminating at Transporter's mainline in Section 28, Township 12 North, Range 67 West, Weld County, Colorado.
- 1.40 "Month" shall mean the period beginning at 9:00 a.m. Central Clock Time on the first Day of the calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding calendar month.
- 1.41 "Nominated Imbalance Quantity" shall mean any quantity of Gas which a Shipper includes in a Nomination for which the quantity at the Point of Receipt is not equal to the quantity at the Point of Delivery, after accounting for any appropriate FL&U. Nominated Imbalance Quantities may be Nominated by the Shipper at any time in anticipation of a prospective imbalance or to resolve an imbalance which occurred previously. Nominated Imbalance Quantities will be scheduled and confirmed in accordance with the provisions of Section 3 of these General Terms and Conditions.
- 1.42 "Nomination" or "Nominate" shall mean a request by a Shipper for a prospective transportation or pooling transaction under an executed service agreement and submitted to Transporter.
 - (a) Valid Nomination is a data set which contains the mandatory data elements included in the GISB Standards related to Nominations and any appropriate business conditional or mutually agreeable data elements, which is consistent with the provisions of the Shipper's service agreement, and which has been delivered to Transporter, or to Transporter via Electronic Communication, or when agreed to by Transporter, by facsimile. Shipper Nominations sent by EDM shall conform to the requirements of the Data Dictionary standards set forth in GISB Standard 1.4.1.
- 1.43 "Nominating Party" shall mean a Shipper or such Shipper's designee authorized to submit Nominations to Transporter pursuant to Shipper's executed Service Agreements.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 38B Tenth Revised Sheet No. 38B

Superseding: Ninth Revised Sheet No. 38B

GENERAL TERMS AND CONDITIONS (Continued)

- 1.44 "Overrun Capacity" shall mean capacity other than Primary Capacity, Flow Path Secondary and/or Secondary Capacity on any portion of the Receipt-to-Delivery Flow Path as required under a firm Transportation Service Agreement when Shipper Nominates for Transportation Service in excess of Shipper's contractual entitlements.
- 1.45 "Overrun Gas" shall mean the following:
 - (a) Shipper may Nominate and Tender and Transporter may confirm and receive quantities in excess of Shipper's MDQ on a segment. Such quantities shall be considered as Overrun Gas and transported on an interruptible basis.
 - (b) In total, Shipper may nominate and Tender and Transporter may confirm and receive quantities pursuant to Segmentation transactions which exceed Shipper's MDQ. The quantity of capacity usage on any Segment which exceeds Shipper's MDQ shall be considered as Overrun Gas and shall be invoiced at the applicable maximum Overrun Rate.
- 1.46 "Package Identifier" or "Package ID" shall mean a Nomination data element which is provided at the service requestor's option to differentiate between discreet business transactions. When used , package ID should be: (a) supported for Nominating and scheduling; (b) mutually agreed between the applicable Parties for allocations and imbalance reporting; (c) supported for invoicing (sales and purchase); and (d) mutually agreed for Transport invoicing. Package ID is not required for transportation invoicing. Use of the Package ID is at the discretion of the service requestor, and if sent, should be accepted and processed by Transporter. (GISB Definition 1.2.5 and GISB Standards 1.3.24 and 1.3.25)
- 1.47 "Party" or "Parties" shall mean either Shipper or Transporter.
- 1.48 "Piceance Expansion" shall mean the expansion of the Piceance Basin Lateral certificated in Docket No. CP08-403-000.
- 1.49 "Point(s) of Delivery" shall mean the physical or logical point(s)
 (including Pool(s)) where Transporter Tenders Gas to Shipper or for
 Shipper's account.
- 1.50 "Point of Delivery Quantity" shall mean the quantity of Gas specified for Delivery to Shipper at a specific Point of Delivery under the Agreement.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 38C Eighth Revised Sheet No. 38C Superseding: Substitute Seventh Revised Sheet No. 38C

GENERAL TERMS AND CONDITIONS (Continued)

- 1.54 "Pooler" shall mean that party holding an executed Pooling Service Agreement under this Tariff and on whose behalf Gas is being aggregated at a Pool. For purpose of Nominations, the term "Pooler" is synonymous with "Shipper".
- 1.55 "Pooling" shall mean the aggregation of multiple sources of supply to a single quantity and the disaggregation of such quantity to multiple markets or market contracts. The two types of Pooling are:
 - (a) "Headstation Pooling" shall mean the aggregation of supplies from one or more physical or logical Point(s) of Receipt to a designated Pool and the disaggregation of such aggregated quantities to one or more Transportation Service Agreement(s).
 - (b) "Location Pooling" shall mean the aggregation of supplies from one or more service agreements or upstream Shipper(s) at a single physical or logical point and the disaggregation of such aggregated supplies to markets identified on one or more service agreements or to Downstream Shipper(s).
- 1.56 "Pooling Area" shall mean the area implied by the designation of
 various specific Point(s) of Receipt and related to a specific Pool.
 Transporter's Pooling Area(s) and the Point(s) of Receipt included
 therein shall be posted on Transporter's electronic bulletin board.
- 1.57 "Powder River Lateral" shall mean that portion of Transporter's capacity, including all Point(s) of Receipt beginning at Transporter's interconnect with MIGC, Inc. located in Section 34, Township 33 North, Range 73 West, Converse County, Wyoming and extending Southward to the outlet of the WIC-Laramie Jumper Station in Section 21, Township 17 North, Range 76 West, Albany County, Wyoming.
- 1.58 "Primary Capacity" shall mean the transmission system capacity on any portion of the Primary Receipt-to-Delivery Flow Path reserved for a Shipper under a firm Transportation Service Agreement. On any pipeline segment, Primary Capacity is limited by the Primary Point(s) of Receipt Quantity upstream of such segment and the Primary Point(s) of Delivery Quantity downstream of such segment, whichever is less.
- 1.59 "Primary Point(s)" shall mean those Point(s) of Receipt and Delivery
 where Shipper is entitled to firm service.

FERC Docket: RP10-491-000

First Revised Sheet No. 38B.01 First Revised Sheet No. 38B.01

Superseding: Original Sheet No. 38B.01

GENERAL TERMS AND CONDITIONS (Continued)

- 1.51 "Point(s) of Receipt" shall mean the physical or logical point(s)
 (including Pools) where Transporter receives Gas for the account of
 a Shipper for transportation.
- 1.52 "Point of Receipt Quantity" shall mean the quantity of Gas specified for receipt by Transporter at a specific Point of Receipt under the Agreement.
- 1.53 "Pool" shall mean a physical or logical point determined by
 Transporter at which supplies may be aggregated and disaggregated.
 Pool(s) are not valid Point(s) of Receipt or Delivery for
 determination of Primary Point(s), Capacity Scheduling or for
 Capacity Release.

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 39 Eleventh Revised Sheet No. 39

Superseding: Substitute Tenth Revised Sheet No. 39

GENERAL TERMS AND CONDITIONS (Continued)

- 1.60 "Quick Response" shall mean the preliminary response record generated by Transporter and made available to the Nominating Party indicating the successful receipt of a Nomination and the fact that such Nomination is correct and able to be processed or is incorrect and rejected. Transporter's Quick Response shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standard 1.4.2.
- 1.61 "Rank" shall mean the relative value provided at the Nominating Party's option as a data element in a Nomination. Such value shall indicate the Nominating Party's requested scheduling priority among Nominations for the same period under the same contract. One (1) shall indicate the highest priority and nine hundred ninety-nine (999) is the lowest (GISB Standard 1.3.23).
- "Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Point of Receipt to and through a Point of Delivery. Furthermore, "Primary Receipt-to-Delivery Flow Path" shall mean the path of Gas through and from a Primary Point of Receipt to and through a Primary Point of Delivery. The authorized direction of flow shall be from the Primary Point of Receipt to the Primary Point of Delivery.
- 1.63 "Receipt Quantities" shall mean all quantities of Gas received by Transporter at the Point(s) of Receipt for the account of Shipper for Transportation Service.
- 1.64 "Releasing Shipper" is any Shipper who has a Transportation Service Agreement under Rate Schedule FT who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 9 of the General Terms and Conditions.
- 1.65 "Render" shall mean postmarked, or electronically delivered via Electronic Communication.
- 1.66 "Replacement Capacity Agreement" is an agreement between Transporter and the Replacement Shipper setting forth the rate(s) and the terms and conditions of the service for using capacity rights acquired pursuant to Section 9 of these General Terms and Conditions.
- 1.67 "Replacement Shipper" is any Shipper who acquires capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 9 of the General Terms and Conditions.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 39A Tenth Revised Sheet No. 39A Superseding: Substitute Ninth Revised Sheet No. 39A

GENERAL TERMS AND CONDITIONS (Continued)

- 1.68 "Request for Confirmation" shall mean the information provided via EDM which conforms to the Data Dictionary standards as set forth in GISB Standard 1.4.3. A Request for Confirmation may be sent by any operator to an interconnected operator to initiate the communication of a Confirmation Response. (See definition of Confirmation in this Section.)
- 1.69 "Scheduled Quantity" shall mean the quantity of Gas Transporter has determined it can transport, based on a Shipper's Nomination, from a specific Point of Receipt to a specific Point of Delivery on a designated Gas Day subject to Transporter's available transportation system capacity. Such quantities shall be determined pursuant to the provisions of Section 6 of these General Terms and Conditions and are subject to final Confirmation. Transporter's Scheduled Quantity reports provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standard 1.4.5.
- 1.70 "Secondary Capacity" shall mean capacity other than Primary Capacity or Flow Path Secondary Capacity under a firm Transportation Service Agreement when Shipper Nominates at Secondary Points which lie outside of Shipper's Primary Receipt-to-Delivery Flow Path.
 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery
- 1.71 "Secondary Point(s)" shall mean those Points of Receipt and Delivery which are not specified in the Firm Transportation Service Agreement as Primary Points. Secondary Points which lie in the Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary.
- 1.72 "Secondary Point of Delivery" shall mean a Point of Delivery which is not specified in the Firm Transportation Service Agreement as Primary Point(s) of Delivery and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- 1.73 "Secondary Point of Receipt" shall mean a Point of Receipt which is not specified in the Firm Transportation Service Agreement as Primary Point(s) of Receipt and which is located outside of Shipper's Primary Receipt-to-Delivery Flow Path.
- "Segment" or "Segmentation" shall refer to the ability of a Shipper holding a contract for firm transportation capacity to subdivide such capacity into segments and to use those segments for different capacity transactions. Segmentation may be effected by the Shipper by designating a number of discrete Transportation combinations (Points of Receipt to Points of Delivery), each of which being equal to or less than Shipper's Primary Capacity for that pipeline segment. The applicability and prerequisites for Segmentation are described in Section 8.1 of the General Terms and Conditions.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 39B Fifth Revised Sheet No. 39B Superseding: Substitute Fourth Revised Sheet No. 39B

GENERAL TERMS AND CONDITIONS (Continued)

- 1.75 "Segmentation Point(s) shall mean any non-Primary Point of Receipt or Point of Delivery identified on a Segmentation transaction. All Segmentation Point(s) which lie within the Shipper's Primary Receipt-to-Delivery Flow Path are automatically awarded a scheduling status of Flow Path Secondary for Nominated quantities up to Shipper's Segment entitlement. Segmentation Points of Receipt and/or Delivery which lie outside of the Primary Receipt-to-Delivery Flow Path are considered Secondary for scheduling. Nothing in this section shall preclude Shipper from acquiring Primary Point rights at Segmentation Point(s) and using such capacity on a Primary Capacity scheduling priority basis.
- 1.76 "Shipper" shall mean that Party on whose behalf Gas is being transported.
- 1.77 "Standard Quantity" as used in Nominations, Confirmations and scheduling shall mean Dekatherms per Gas Day in the United States, gigajoules per Gas Day in Canada and gigacalories per Gas Day in Mexico. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dekatherms and gigajoules is 1.055056 gigajoules per Dekatherm and between Dekatherms and gigacalories is 0.251996 gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units. 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 Dekatherm. (GISB Standard 1.3.14)
- 1.78 "Tender" or "Tendered" shall mean making natural Gas available in accordance with all of the provisions of this Tariff and Shipper's Transportation Service Agreement.
- 1.79 "Thermal Content" when applied to any volume of Gas shall mean 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.
- cubic feet by the Gross Heating Value of the Gas.

 1.80 "Transportation Service" shall consist of the acceptance by Transporter of Gas Tendered by Shipper to Transporter at the Point(s) of Receipt, the transportation and Delivery of an equivalent quantity of Gas (minus FL&U Adjustment and any quantities vented pursuant to Section 3.3 hereof) to Shipper either directly, by displacement, or otherwise at the Point(s) of Delivery.

Effective Date: 04/01/2008 Status: Suspended

FERC Docket: RP07-699-000

Third Revised Sheet No. 39C Third Revised Sheet No. 39C: Suspended

Superseding: Second Revised Sheet No. 39C
GENERAL TERMS AND CONDITIONS
(Continued)

1.79 "Transporter" shall mean Wyoming Interstate Company, Ltd., a limited partnership under the laws of the State of Colorado.

- 1.80 "Lost and Unaccounted-for Gas" or "L&U" shall mean the quantity of Gas required by Transporter to replace lost or otherwise unaccounted-for Gas (including vented Gas, other than Gas vented pursuant to Section 10.1 of the General Terms and Conditions) for Transportation Service for all Shippers. Lost and Unaccounted-for Gas shall be calculated by reducing the actual total system fuel and lost quantity (receipts minus Deliveries) by the actual Fuel Gas for the data collection period.
- 1.81 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Articles 3 and 7 hereof.
- 1.82 "Upstream Party" shall mean the entity (name or identifying number)
 Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

ARTICLE 2. RATES OF FLOW AND BALANCING

2.1 Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use its best efforts to Tender Gas, or cause Gas to be Tendered, at reasonably uniform hourly and Daily rates of flow.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 39C Fifth Revised Sheet No. 39C

Superseding: Fourth Revised Sheet No. 39C

GENERAL TERMS AND CONDITIONS (Continued)

- 1.81 "Transporter" shall mean Wyoming Interstate Company, L.L.C., a limited liability company under the laws of the State of Colorado.
- 1.82 "Unauthorized Overrun Gas" shall mean Overrun Gas not accepted by Transporter for Nomination, pursuant to Section 6 hereof.
- 1.83 "Upstream Party" shall mean the entity (name or identifying number)
 Tendering Gas to Transporter at a designated location as identified by a Shipper's Nomination.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 40 Sixth Revised Sheet No. 40 Superseding: Substitute Fifth Revised Sheet No. 40

GENERAL TERMS AND CONDITIONS (Continued)

MEASUREMENT

2.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

The cutoff for closing measurement is five (5) Business Days after the business Month (GISB Standard 2.3.7). Measurement data which is missing or late at the cutoff is to be estimated. (Estimate missing or late measurement data and treat actual as prior period adjustment, with the measuring party to provide the estimate (GISB Standard 2.3.13). A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month (GISB Standard 2.3.11). For treatment of measurement prior period adjustments, report the revised data with the restated line item with the new total quantity for the Day and Month (GISB Standard 2.3.12.

- 2.2 The time limitation for correcting and reconciling any measurement shall be 6 months from the time of the close of the production month. Upon issuance of a retroactive adjustment, the affected parties will have a 3 month rebuttal period. This 3 month rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities that Transporter has direct custody transfer responsibilities over, as well as volumes measured by other companies that have been audited by Transporter. This time limitation provision does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation.
- 2.3 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points (GISB Standard 2.3.8).
- 2.4 Transporter's measurement information provided via EDM shall conform to the requirements of the Data Dictionary standards as set forth in GISB Standard 2.4.4 and 2.4.5.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 41 Fifth Revised Sheet No. 41 Superseding: Substitute Fourth Revised Sheet No. 41

GENERAL TERMS AND CONDITIONS (Continued)

- 2.5 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time. In the event electronic computer measurement is used, the absolute Gas pressure will be measured directly, using an absolute pressure measuring device for continuing input to the electronic computer.
- 2.6 Temperature. The temperature of the Gas shall be determined at the points of measurement by means of a properly installed recording thermometer of standard manufacture determined by Transporter in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in ANSI/API 2530 First Edition (Orifice Metering of Natural Gas). The arithmetic average of hourly temperatures for each Day shall be used in computing temperatures of the Gas during such Day. In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.
- 2.7 Determination of Heating Value and Specific Gravity. The Gross Heating Value and specific gravity of the Gas may be determined by on-line recording calorimeter and gravitometer or by recording chromatograph. In the event a continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every Month. For conventional chart measurement, the arithmetical average of the hourly Gross Heating Value and specific gravity recorded during periods of flow each Day by a recording calorimeter and gravitometer or recording chromatograph, if installed, shall be considered as the Gross Heating Value and specific gravity of the Gas Delivered during each Day. In the event electronic computer measurement is used, the determination of Gross Heating Value and specific gravity from chromatograph or calorimeter and gravitometer transducers shall input continuously into the computer for quantity calculations. In the event a continuous Gas sampler is installed, then the Gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph and/or running a portion of test sample through a calorimeter and gravitometer. Such determinations shall be considered as the Gross Heating Value and specific gravity of all Gas Delivered during the applicable period of sampling. All Gross Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds, as outlined in ANSI/API 2530 with any subsequent amendments or revisions to which the Parties may mutually agree.

FERC Docket: RP10-491-000

Second Revised Sheet No. 41A Second Revised Sheet No. 41A

Superseding: First Revised Sheet No. 41A

GENERAL TERMS AND CONDITIONS (Continued)

- 2.8 Supercompressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8.
- 2.9 Measuring Equipment. Unless otherwise agreed, Transporter will install, maintain, or operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of Gas received and Delivered hereunder shall be determined. Shipper may install check measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof and the changing of charts shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit within 10 days to the other its records and charts, together with calculations therefrom, for inspection, subject to return within 30 days after receipt thereof. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in the applicable Agreement, shall not be used in the measurement of Gas for purposes of the Agreement.
- 2.10 Orifice Meters. Orifice meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas".
- 2.11 Electronic Flow Computers. It is recognized that electronic or other types of flow computers have been developed that permit the direct computation of Gas flows without the use of charts. Where the substitution of these devices is deemed acceptable by Transporter in exercise of its reasonable judgment, their use for custody transfer will be permitted.

FERC Docket: RP10-491-000

Second Revised Sheet No. 41B Second Revised Sheet No. 41B

Superseding: First Revised Sheet No. 41B

GENERAL TERMS AND CONDITIONS (Continued)

- 2.12 New Measurement Techniques. If, at any time during the term hereof, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment. Transporter shall promptly inform all Shippers of any new technique adopted.
- 2.13 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-day period. If either Party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the Parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 2.14 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If, upon any test, the measuring equipment in the aggregate is found to be inaccurate by 1 percent or more at a recording corresponding to the average hourly rate of Gas flow for the period since the last preceding test, previous recordings of such equipment and pursuant to Section 12.4 hereof, any payments based thereon shall be corrected at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

FERC Docket: RP10-491-000

First Revised Sheet No. 41C First Revised Sheet No. 41C

Superseding: Original Sheet No. 41C

GENERAL TERMS AND CONDITIONS (Continued)

- 2.15 Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or Deliveries through such equipment shall be estimated and agreed to by the Parties upon the first of the following methods which is feasible:
 - (a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.
 - (b) By using the registration of any check meter or meters, if installed and accurately registering.
 - (c) By estimating the quantity of receipt or Delivery based on receipts or Deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- 2.16 Preservation of Records. Shipper and Transporter shall preserve for a period of at least 3 years, or for such longer period as may be required by appropriate authority, all test data, charts, and other similar records.

FERC Docket: RP10-491-000

First Revised Sheet No. 41D First Revised Sheet No. 41D

Superseding: Original Sheet No. 41D

GENERAL TERMS AND CONDITIONS (Continued)

3. QUALITY

- 3.1 Freedom from Objectionable Matter. The Gas Tendered:
 - (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the pipelines, regulators, meters, or other equipment of Transporter;
 - (b) Shall not contain more than .25 grain of hydrogen sulphide per 100 cubic feet of Gas.
 - (c) Shall not contain more than 5 grains of total sulphur (including the sulphur in any hydrogen sulphide and mercaptans) per 100 cubic feet;
 - (d) Shall not at any time have an oxygen content in excess of 10 parts per million by volume, and the Parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
 - (e) Shall be Delivered at a temperature not in excess of 120 degrees Fahrenheit or less than 20 degrees Fahrenheit;
 - (f) Shall not contain more than 3 percent by volume of carbon dioxide;
 - (g) Shall not contain water vapor in excess of 5 pounds per million cubic feet of Gas; and
 - (h) Shall not contain any hydrocarbon fractions which would condense to free liquids in the line at a temperature of 25 degrees Fahrenheit at pressure between 100 p.s.i.a. and the maximum available operating pressures of Transporter's transmission facility, as calculated from the Gas composition. This subsection (h) shall not apply to gathering systems or lateral lines.
- 3.2 Heat Content. The Gas Tendered at each Point of Receipt and Point of Delivery shall contain a Gross Heating Value of not less than 950 Btu per cubic foot.

FERC Docket: RP10-491-000

First Revised Sheet No. 41E First Revised Sheet No. 41E

Superseding: Original Sheet No. 41E

GENERAL TERMS AND CONDITIONS (Continued)

3. QUALITY (Continued)

- 3.3 Venting of Gas. To the extent Transporter is unable to transport Unauthorized Overrun Gas without jeopardizing the safety and integrity of Transporter's operations, such decisions to be solely within the judgment and discretion of Transporter, Transporter shall have the right to vent, without incurring any liability to Shipper, or any third party, such Unauthorized Overrun Gas as it is unable to transport. However, Transporter shall use its best efforts to avoid or minimize such venting.
- 3.4 Commingling. Gas delivered by Shipper will be commingled with the Gas of other Shippers in the system. Accordingly, Shipper's Gas shall be subject to such changes in Gross Heating Value and other specifications as may result from such commingling.
- 3.5 Specification Exemption. Transporter may accept any Gas that does not meet the specifications set forth in Section 3.1 on a short term basis for operational reasons, which may include plant startups, plant upsets or line freeze-offs, provided that Transporter in its reasonable discretion and judgment determines that such acceptance will not interfere with Transporter's ability to (1) maintain prudent and safe operation of part or all of Transporter's pipeline system; (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others; and (3) ensure that such Gas does not adversely affect Transporter's ability to Tender Gas for delivery to a downstream pipeline or end-user.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 42 Eighth Revised Sheet No. 42

Superseding: Seventh Revised Sheet No. 42

GENERAL TERMS AND CONDITIONS (Continued)

3. QUALITY (Continued)

- 3.6 Shipper's Failure to Meet Specifications. Should any Gas Tendered by Shipper to Transporter hereunder fail at any time to conform to any of the specifications of this Section 3, Transporter shall notify the Shipper responsible of any such failure, and Transporter may suspend all or a portion of the receipt of any such Gas which may jeopardize Transporter's ability to meet its obligations to its other Shippers or endanger the safe operation and integrity of Transporter's system. Transporter shall be relieved of its obligations hereunder to the extent of rightful suspension for the duration of such time as such off-specification Gas Tendered by such Shipper does not meet the specifications; provided, however, such suspension by Transporter shall not relieve Shipper of its payment obligations hereunder. Upon receipt of notice by Transporter, Shipper shall make a diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operation and by means which are economically feasible in such Shipper's opinion so as to Tender Gas conforming to the above specifications. If Transporter elects to accept receipt of any off-specification Gas, Transporter shall do so in a ratable and nondiscriminatory manner as between such Shipper and others who may desire to Tender Gas to Transporter which does not conform to the specifications of this Section and who otherwise may be entitled to Transportation Service.
- 3.7 Transporter's Failure to Meet Specifications. Should the Gas Tendered for Delivery by Transporter fail at any time to conform to any of the specifications of this Section 3, Shipper shall notify Transporter of any such failure and Transporter shall make diligent effort to correct such failure by treatment, cooling, or dehydration consistent with prudent operations and by means which are economically feasible in Transporter's opinion so as to Deliver Gas conforming to the above specifications transported hereunder. If Transporter fails to Deliver Gas conforming to the above specifications, Shipper may, without affecting any other rights it may have, suspend acceptance of Delivery of all or a portion of such off-specification Gas transported hereunder which may jeopardize Shipper's ability to meet its obligations to its other transporters or endanger the safe operation and integrity of the other downstream transporter's system(s).

FERC Docket: RP10-491-000

Third Revised Sheet No. 42A Third Revised Sheet No. 42A

Superseding: Second Revised Sheet No. 42A

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES

4.1 Request for Transportation Service. All requests for Transportation Service under Rate Schedules included in this Tariff Second Revised Volume No. 2 shall be submitted in writing or electronically to Transporter on the form included herein or a facsimile thereof at the address listed below. Transporter shall endeavor to provide service within the time specified below. Requests shall be considered acceptable only if the information specified below is provided in writing. Requests must be addressed to:

Wyoming Interstate Company, L.L.C. P. O. Box 1087 Colorado Springs, CO 80944 Attention: Marketing Department Telecopy Number: (719) 520-4878 Telecopy Verification: (719) 520-4371

- 4.2 Prospective Sale of Available Capacity
 - (a) New Service Requests. Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:
 - (i) For service with a term of one year or longer, the service must be requested to begin no later than three months from the date the request is granted;
 - (ii) For service with a term greater than three months but less than one year, the service must be requested to begin no later than one month from the date the request is granted;
 - (iii) For service with a term of three months or less, the service must be requested to begin no later than ten business Days from the date the request is granted.

FERC Docket: RP10-491-000

First Revised Sheet No. 42B First Revised Sheet No. 42B

Superseding: Original Sheet No. 42B

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued)

- 4.2 Prospective Sale of Available Capacity (Continued)
 - (b) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
 - (i) The request is associated with an open season;
 - (ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
 - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.
 - (c) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its EBB to afford all potential Shippers an opportunity to acquire the capacity. Any party wishing to purchase the capacity, and who meets Transporter's creditworthiness requirements, may participate in the open season. Transporter will award the capacity on a net present value basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.
 - (d) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) if it wishes to sell capacity where the requested start date extends one year or more into the future. The open season will comply with the requirements of Section 4.2(c) above.
 - (e) If Transporter sells firm capacity pursuant to Section 4.2(b) (i), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. Where the requested start date of the prospective capacity extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal ("ROFR") if it is acquired at the maximum applicable tariff rate, Transporter will limit the ROFR rights of such interim capacity. If ROFR rights are limited, the transportation service agreement will note the limitation.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 43 Sixth Revised Sheet No. 43

Superseding: Fifth Revised Sheet No. 43

GENERAL TERMS AND CONDITIONS (Continued)

REOUESTS FOR SERVICES (Continued)

- 4.3 If Transporter has submitted an Agreement for execution to Shipper and Shipper fails to execute and return the Agreement within 30 Days thereafter, then Shipper's request shall be null and void.
- 4.4 Capacity Reserved for Future Expansion/Extension Projects.
 Transporter may elect to reserve for future expansion/extension
 projects, any unsubscribed capacity or capacity under expiring or
 terminating Firm Transportation Service Agreements ("FTSAs") where
 such FTSAs do not have a ROFR or Shipper does not exercise its
 ROFR.
 - (a) Capacity may be reserved up to one year prior to the date of filing for certificate approval for construction of proposed expansion or extension facilities, and thereafter until all expansion/extension facilities related to the certificate filing are placed into service.
 - (b) Transporter shall conduct an open season for the expansion/extension within one year prior to or following the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 4.4.
 - If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion/extension projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. If the expansion/extension project still requires the construction of facilities given the amount of reserved capacity, then Transporter shall post a non-binding solicitation for turnback capacity no later than 90 days after the close of the expansion project open season, specifying the minimum term for a response to the solicitation. Transporter shall make reasonable efforts to notify shippers of any material changes in the scope of the project.

FERC Docket: RP10-491-000

Third Revised Sheet No. 44 Third Revised Sheet No. 44

Superseding: Second Revised Sheet No. 44

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued)

- 4.4 Capacity Reserved for Future Expansion/Extension Projects (Contd.)
 - (d) When reserving capacity for future expansion/extension projects, Transporter shall first post all of its available capacity for at least five business days prior to the reservation period. Transporter shall post and award available capacity in accordance with the service request procedures of Section 4.1 of these General Terms and Conditions.
 - (e) When the capacity to be reserved is offered through an open season, Transporter shall have the right to impose minimum terms and conditions for bids that would be acceptable. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the reserved capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the open season for the reserved capacity, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
 - (f) Any capacity reserved under this Section 4.4 shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term FTSAs, Transporter reserves the right to limit any term extension rights provided in the FTSA and pursuant to Section 4.10 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any posting of the reserved capacity any limitations on term extension rights that will apply to such limited-term transportation service.
 - (g) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available capacity within 30 days of the date that the project terminates, with the exception of capacity committed to in contracts entered into on an interim limited-term basis, which shall be posted as available at the expiration of the interim contracts.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 45 Sixth Revised Sheet No. 45

Superseding: Fifth Revised Sheet No. 45

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued) 4.5 Off-System Capacity

- Transporter may enter into transportation and/or storage agreements with upstream and downstream entities, including other interstate and intrastate pipelines and storage providers ("off-system capacity"). In the event Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates including Third Party Charges as described below. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of capacity available for service any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.
- (b) Third Party Charges. Notwithstanding Section 4.5(a) above, if a Shipper(s) requests, and Transporter agrees, to acquire off-system capacity from a third party(s) to provide transportation service for the benefit of such Shipper(s), Shipper(s) may, on a non-discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges that are assessed by the third party. Such charges, unless otherwise agreed, shall be set forth as separate items on the monthly invoices rendered to Shipper. If capacity is acquired on behalf of multiple shippers, any fees or charges not directly attributable to reservation and/or usage charges will be allocated pro rata among those shippers based on the contract quantity of each shipper.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 46 Seventh Revised Sheet No. 46

Superseding: Sixth Revised Sheet No. 46

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued)

4.5 Off-System Capacity

- (b) Third Party Charges (Continued)
 - (i) Any off-system capacity acquired by Transporter for the benefit of a Shipper(s) which is not used by that Shipper(s) shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges as described below, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any offsystem capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.
 - If on any Day, Transporter schedules for the benefit of a Shipper(s) from/to Secondary or Segmented (A) Point(s), on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party reservation rate. The third party reservation rate shall be calculated by converting the applicable third party's reservation rate to a daily rate using the same method as defined in Note 2 on the Statement of Rates. If on any Day, Transporter schedules interruptible transportation from/to point(s) on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party interruptible rate. The third party interruptible rate shall be the equivalent of the applicable third party reservation rate. In addition, for both such firm and interruptible quantities scheduled, Shipper shall pay any other charges specifically incurred by Transporter related to the applicable off-system capacity as a result of the Shipper's transportation on the off-system capacity for that Day, e.g., commodity charges, surcharges, additional reservation charges (due for example because of a higher rate at non-primary points), out-of-zone charges, FL&U charges, compression fees, etc.; provided however, Shipper shall not be required to pay for any penalties assessed to Transporter by the off-system pipeline for activities that were beyond the control of the Shipper.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 47 Fifth Revised Sheet No. 47

Superseding: Fourth Revised Sheet No. 47

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued) 4.5 Off-System Capacity

(b) (i) Third Party Charges (Continued)

- If Transporter holds more than one off-system contract with a third party, Transporter shall determine the third party reservation and commodity rates to be billed for secondary and/or interruptible service using the method described below. Such third party rates shall be determined by calculating a monthly weighted average rate based on the rates paid and the contract/reservation quantities invoiced Transporter by the third party. The calculated weighted average rate will then be multiplied by the secondary and/or interruptible transport quantity to determine the third party charges. The sum of the third party charges, commodity charges and applicable surcharges, as described in Section 4.5(b) will be included on Shipper's monthly invoice as Third Party Charges, if applicable.
- (C) Transporter shall post the third party rates for all off-system locations and any applicable FL&U reimbursement charges on its electronic bulletin board.
- (ii) If Transporter receives refunds or credits from a third-party pipeline which are directly related to Third-Party Charges, such refunds or credits would be flowed through to the appropriate Shipper(s) to the extent that the rate(s) paid by the Shipper(s) exceeds the net rate (after refund) Transporter has actually paid and Transporter has otherwise fully recovered its costs for such off-system capacity.
- (c) For the purposes of capacity release, any off-system capacity acquired by Transporter from a third-party will be treated under the terms and conditions of Transporter's tariff.

FERC Docket: RP10-491-000

Third Revised Sheet No. 48 Third Revised Sheet No. 48

Superseding: Second Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS (Continued)

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.6 Service Information Requirements. The following information must be included in all requests:
 - (a) Shipper's name, business address, representative, and telephone number.
 - (b) Requestor's name, business address, representative, and telephone number (if Requestor is different from Shipper).
 - (c) Shipper type, whether a Local Distribution Company, interstate or intrastate pipeline, end user, producer, or marketer, or other.
 - (d) The type of service desired, whether firm, interruptible, or a combination of the two, the applicable rate schedule and whether service is to be provided under Subparts B (NGPA Section 311) or G of the Regulations of the FERC.
 - (e) If applicable, the Party on behalf of whom service is being requested, along with a confirmation letter. The on behalf of letter must be from an LDC or intrastate pipeline.
 - (f) Maximum Delivery Quantity to be transported and maximum quantity over the life of the Agreement.
 - (g) The term of service desired including the date service is requested to commence and the date service is requested to terminate.
 - (h) Whether any Party involved in this transaction is an affiliate of Transporter and, if so, the extent of that affiliation.
 - (i) A list of the Point(s) of Receipt and the requested quantity at each point.
 - (j) A list of the Point(s) of Delivery and the requested quantity at each point.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 49 Eighth Revised Sheet No. 49

Superseding: Seventh Revised Sheet No. 49

GENERAL TERMS AND CONDITIONS (Continued)

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.6 Service Information Requirements (Continued)
 - (k) Evidence of creditworthiness (unless already established with Transporter or its corporate parent) as follows:
 - (i) Bank references
 - (ii) Current financial statement
 - (1) Signed certification that the Shipper has, or will have by the time Gas is transported, title to, or the legal right to cause Gas to be Tendered to Transporter.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 49A Fifth Revised Sheet No. 49A Superseding: Fourth Revised Sheet No. 49A

GENERAL TERMS AND CONDITIONS (Continued)

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.7 Transportation Service Request Form

REQUEST FOR

NEW

TRANSPORTATION SERVICE			
SHIPPER:		TRANS	PORTER:
Legal Company Name	e:	Wyoming Inters P. O. Box 1087	tate Company, L.1
P.O. Box:	Zip:	Colorado Sprin	as. CO 80944
Citv:	State:	Attn: Vice Pr	esident, Marketi
Attn:		c/o Customer S	ervice
Telephone:		Representative	
Fax:		Telephone:	(719) 520-4465
Dispatcher:		Telecopier:	(719) 520-4878
Dun & Bradstreet	(DUNS) Number:	Verification:	(719) 520-4371
Street Address: P.O. Box: City:	State:	Zip:	
Δ++n•			
m l l			
Attn: Telephone:			
Telephone:Fax:			
Fax:			
Fax:			
Fax:			
Fax:	ur invoice faxed? _ Ferent From Shipper		
Fax: Would you like you Requestor (If Dif:	ur invoice faxed? _ Ferent From Shipper		
Fax: Would you like you Requestor (If Dif:	ur invoice faxed? _ Ferent From Shipper		
Fax: Would you like you Requestor (If Dif:	ar invoice faxed? _ Ferent From Shipper		
Fax: Would you like you Requestor (If Dif:	ar invoice faxed? _ Ferent From Shipper		
Fax: Would you like you Requestor (If Dif: Attn: Telephone:	ur invoice faxed? _ Ferent From Shipper):	
Would you like you Requestor (If Dif: Attn: Telephone: SHIPPER TYPE:	ar invoice faxed? _ Ferent From Shipper): ate Pipeline	
Would you like you Requestor (If Dif: Attn: Telephone: SHIPPER TYPE:	ar invoice faxed? _ Eerent From ShipperLDC Interst Intrastate Pipeli): ate Pipeline	
Would you like you Requestor (If Dif: Attn: Telephone: SHIPPER TYPE:	ar invoice faxed? _ Ferent From Shipper): ate Pipeline	

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 49B Fourth Revised Sheet No. 49B Superseding: Third Revised Sheet No. 49B

GENERAL TERMS AND CONDITIONS

	(Continued)
4.	REQUESTS FOR SERVICES (Continued) 4.7 Transportation Service Request Form (Continued)
3.	TYPE OF SERVICE REQUESTED: (A) Firm (Rate Schedule FT)
1.	IF TRANSPORTATION IS PURSUANT TO NGPA Section 311, DESIGNATE THE "ON BEHALF OF" PARTY:
	("On Behalf Of" Letter, If Applicable, Must Be Attached To A Completed Request)
5.	MAXIMUM DELIVERY QUANTITY: DTH/DAY (FIRM SERVICE ONLY) MAXIMUM QUANTITY OVER LIFE OF CONTRACT: MDTH
õ.	DATE TO COMMENCE: DATE TO TERMINATE:
7.	AFFILIATION:
	(Any Change To This Section At Any Time Must Be Communicated To Transporter)
	Is An Affiliate Of The Transporter Involved In Any Transaction Associated With This Request?
	Yes No
	(If The Answer To The Above Question Is "No," Proceed To No.8)
	Is Requestor Affiliated With Transporter? Yes No Is Shipper Affiliated With Transporter? Yes No Is Gas Supplier Affiliated With Transporter? Yes No
	If Answer To Any Question In This Section Is "Yes," Please Specify Type And Extent Of Affiliation:

FERC Docket: RP10-491-000

Third Revised Sheet No. 49C Third Revised Sheet No. 49C Superseding: Substitute Second Revised Sheet No. 49C

GENERAL TERMS AND CONDITIONS (Continued)

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.7 Transportation Service Request Form (Continued)
- 8. POINT(S) OF RECEIPT AND DELIVERY:
 (Please Attach a Separate Sheet Only If Additional Space Is Required
 After Filling Spaces Below)
 - 8.1 Firm Transportation

(DTH PER
DAY)
DAI)

POINT(S) OF DELIVERY:

(Please Attach a Separate Sheet Only If Additional Space Is Required After Filling Spaces Below)

POINT(S) OF DELIVERY	QUANTITY (DTH PER DAY)

8.2 Interruptible Transportation: All Points Of Receipt and Delivery as posted by Transporter on its "electronic bulletin board" are available under Interruptible Transportation Service Agreements. Transportation of Gas authorized under Subpart B of the Regulations will be limited to Points of Receipt and Points of Delivery available for Subpart B service.

REQUESTED

8.3 Headstation Pooling: All Pooling points as posted by Transporter via Electronic Transmission are available under Headstation Pooling Service Agreements. Points of Receipt available to each Pool are also specified by Pool Area. Pools Requested:

POOL	IDENTIFIER(S)

FERC Docket: RP10-491-000

Third Revised Sheet No. 49D Third Revised Sheet No. 49D Superseding: Substitute Second Revised Sheet No. 49D

GENERAL TERMS AND CONDITIONS (Continued)					
4. REQUESTS FOR SERVICES (Continued) 4.7 Transportation Service Request Form (Continued)					
9. CREDIT INFORMATION: PRIMARY BANK REFERENCES:					
Please Submit Year-End Audited Financial Statements Of Shipper With Latest Quarterly Report.					
10. CERTIFICATION STATEMENT:					
Shipper Has, Or Will Have By The Time Gas Is Transported, Title To, Or The Legal Right To Cause Gas To Be Delivered To Transporter.					
All Information Provided Above Is Complete And Accurate To The Best Of My Knowledge.					
SHIPPER DATE					
Ву					
Title					

FERC Docket: RP10-491-000

Third Revised Sheet No. 49E Third Revised Sheet No. 49E

Superseding: Second Revised Sheet No. 49E

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.8 Upon execution of an Agreement with Transporter, Shipper shall provide to Transporter (1) the name of the corporate entity or entities ultimately receiving the Gas, if other than a local distribution company, or interstate pipeline company, or intrastate pipeline company purchasing Gas for its system supply, and such names shall be included in the Agreement; (2) such other information as may be required in order for Transporter to comply with any FERC reporting requirements.
 - 4.9 Transporter shall keep confidential all information furnished by Shipper in compliance with Sections 4.6(h) and 4.8 herein, subject to the requirement that no information required by the Commission to be publicly available shall be kept confidential.
 - 4.10 Right of First Refusal
 - (a) Shipper Notice of Intent to Renew
 - (i) Shipper either (i) has an agreement with an effective date before March 27, 2000 with a term of one year or longer, or (ii) has an agreement with an effective date on or after March 27, 2000 for service for twelve consecutive months or more at the applicable maximum rate for that service, except that a contract for more than one year, for service which is not available for 12 consecutive months, would be subject to the right of first refusal. However, if such Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.5 of the General Terms and Conditions, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
 - (ii) Notice is due on or before the "Notice Date" which is;
 (i) six months prior to the expiration date for firm transportation agreements of three years or less and
 (ii) twelve months prior to the expiration date for firm transportation agreements greater than three years.
 - (iii) A Shipper shall relinquish all rights to the capacity underlying its firm transportation agreement upon termination by failing to provide notice or by issuing a notice to terminate pursuant to Section 4.10(a)(ii) above.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 50 Seventh Revised Sheet No. 50

Superseding: Substitute Sixth Revised Sheet No. 50

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.10 Right of First Refusal (Continued)
 (a) Shipper Notice of Intent to Renew (Continued)
 - a) bhipper notice of intene to henew (continued)
 - (iv) A Shipper shall furnish notice of its intent to extend its firm transportation agreement by issuing a notice to extend pursuant to Section 4.10(a)(ii). Such notice will include the proposed terms of extension.
 - (v) If the expiring firm transportation agreement contains an "evergreen" provision, the Shipper's right to continued Service, as to all its terms, shall be governed by the terms of the "evergreen" provision.
 - (vi) If an "evergreen" provision is not included in the expiring agreement, and the Shipper provides notice of its desire to extend the agreement at the maximum Tariff rate and for a term of less than 5 years, Transporter shall proceed to a "Solicitation of Bids" as described in this Section. If the notice includes a request for a rate discount, the request shall be considered a notice of intent to terminate and the Shipper shall have no first right to the capacity underlying its firm transportation agreement. Shipper's desire to extend service but at discounted rates shall be considered with other bids for the capacity received under the "Solicitation of Bids." If Shipper's bid is superior to other bids received, Transporter and the Shipper may negotiate a new agreement, but neither Transporter nor Shipper shall have any rights or obligations as to the expiring agreement or to the capacity underlying it.
 - (vii) Shipper having a negotiated rate firm transportation agreement does not have a right of first refusal.
 - (b) Subject to Section 4.10(a), Shipper may exercise its right to retain a portion of its firm service entitlement subject to the right of first refusal, however, the Shipper may not exercise the right of first refusal for a geographic portion of its agreement.

FERC Docket: RP10-491-000

Third Revised Sheet No. 50A Third Revised Sheet No. 50A Superseding: Substitute Second Revised Sheet No. 50A

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued)

4.10 Right of First Refusal (Continued)

- (c) Solicitation of Bids. If the Shipper has given notice of intent to renew its contract as described in Section 4.10(a), Transporter shall solicit competing bids for the subject capacity. Beginning not later than 30 Business Days after the "Notice Date," and continuing for thirty days (the "Bid Period"), Transporter shall post on its electronic bulletin board notice of the capacity which will be available as a result of the expiring agreement and the minimum acceptable terms for bidding on such capacity. Any party may submit a bid for the subject capacity during the "Bid Period."
- (d) Notification of Existing Shipper and Right to Match. If Shipper has given notice of intent to renew as described in Section 4.10(a), then within ten Business Days after the close of the "Bid Period," Transporter shall notify the existing Shipper of any offers deemed superior to the Shipper's proposed terms of extension based upon the net present value of the Reservation Charges to be paid under such bids and the proposed term of such, using Transporter's then-effective rate of return on equity. The term of any competing offers shall not be capped for comparison purposes. If a superior offer is not received, the Shipper shall be entitled to a term extension of the expiring agreement provided that Shipper agrees to pay Transporter's maximum Tariff rate. Within ten Business Days after such notification by Transporter, Shipper must notify Transporter of its intent to match the highest competing offer. If Shipper does not provide notification within the ten-day period, Transporter may enter into an agreement with the bidder submitting the highest offer utilizing the capacity.

FERC Docket: RP10-491-000

Second Revised Sheet No. 50B Second Revised Sheet No. 50B

Superseding: First Revised Sheet No. 50B

GENERAL TERMS AND CONDITIONS (Continued)

4. REQUESTS FOR SERVICES (Continued)

4.10 Right of First Refusal (Continued)

- (e) Continuation If No Firm Transportation Agreement Is Executed. If the existing Shipper declines to match a superior competing offer, and an agreement is not executed for the subject capacity on or before expiration of the existing Shipper's firm transportation agreement, the existing Shipper shall have the right to continue service at Transporter's maximum Tariff rate, for an agreed term between the Parties. If the existing Shipper declines to continue service as of the date of contract expiration, or if the Parties are unable to reach agreement on the term of extension, then Shipper's rights to the subject capacity shall terminate as if the existing Shipper had given notice of intent to terminate its agreement.
- (f) Right of First Refusal Clause in Firm Transportation Agreement. Transporter and Shipper may agree to include a right of first refusal rollover or evergreen clause in their agreement. The contractual right of first refusal, rollover or evergreen clause would allow the Shipper to exercise a right of first refusal in situations where the regulatory right would not apply. In such case, Shipper may rely on its contractual rights in lieu of the regulatory right of first refusal. However, if a Shipper has entered into a firm agreement utilizing off-system capacity contracted for pursuant to Section 4.5 of the General Terms and Conditions, it may not elect to extend the term of its agreement beyond the term of Transporter's agreement for such off-system capacity.
- (g) Capacity that is sold on an interim basis up to the commencement date of a prospective firm transportation agreement, pursuant to Section 4.2(e) of the General Terms and Conditions, shall not be eligible for a right of first refusal.
- (h) Capacity that is sold on an interim basis in accordance with Section 4.4, Capacity Reserved for Future Expansion/Extension Projects, shall not be eligible for a right-of-first-refusal unless Transporter and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward.

FERC Docket: RP10-491-000

Second Revised Sheet No. 50C Second Revised Sheet No. 50C

Superseding: First Revised Sheet No. 50C

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.11 Amendment. The Agreement shall be amended only by an instrument in writing executed by both Parties in writing.
 - 4.12 Extension of Executed Agreements
 - (a) Transporter and Shipper may mutually agree to the early termination of one or more transportation service agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension.
 - (b) Prior to the expiration of the term of a transportation service agreement, Transporter and Shipper may mutually agree to an extension of the term of the agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension. If a transportation service agreement has a ROFR, the agreement to extend the term must be reached prior to the receipt of an acceptable bid submitted pursuant to this Section 4 of these General Terms and Conditions.
 - (c) When a transportation service agreement is subject to a regulatory ROFR, contains a contractual ROFR, a rollover clause, or an evergreen clause, the extension of the contract term will apply to each expiring increment of capacity (i.e., contract quantities that reduce on an agreed schedule) during the term of the agreement.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 51 Fifth Revised Sheet No. 51

Superseding: Fourth Revised Sheet No. 51

GENERAL TERMS AND CONDITIONS (Continued)

4. REOUESTS FOR SERVICES (Continued)

4.13 Creditworthiness Requirement. Transporter shall not be required to commence service or to continue to perform service under the firm or interruptible rate schedules for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, and such other information relating to Shipper's financial status, obligation payment history, and other relevant factors as may be necessary to satisfy Transporter that Shipper is creditworthy. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper.

Firm Service: If necessary, Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 Months of charges for performing such service at the level of Shipper's Maximum Delivery Quantity or to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges for performing said service at the level of Shipper's Maximum Delivery Quantity, or may require such other measures as Transporter may specify.

Interruptible Service: If necessary, Transporter may require Shipper to deposit with Transporter and maintain, on prepaid account, or to establish and maintain an escrow account or to furnish a letter of credit in an amount equal to Transporter's estimate of 2 Months of charges for performing such service or to furnish within 15 Days, good and sufficient security, as determined solely by Transporter, of a continuing nature and in an amount equal to Transporter's estimate of 2 Months of charges for performing said service or may require such other measures as Transporter may specify.

Transporter will also permit another entity to guarantee Shipper's obligation, provided that the guarantor has sufficient credit available, as determined by Transporter in accordance with this provision. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of the Agreement, Transporter shall refund Shipper's deposit, less any amounts due Transporter, with interest accrued at rates set pursuant to 18 CFR Section 154.501(d).

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 52 Fifth Revised Sheet No. 52 Superseding: 2nd Sub Fourth Revised Sheet No. 52

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.14 Discounting. In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under Transporter's FT and IT Rate Schedules, the following discount terms may be reflected on the applicable Service Agreements and will apply without the discount constituting a material deviation from Transporter's Form of Service Agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Such discounted rates may apply:
 - (a) only to certain specified service entitlements under the Agreement;
 - (b) only if specified quantity levels are actually achieved under the Agreement (with higher rates, charges, and fees applicable to all quantities above those levels, or to all quantities under the Agreement if the specified levels are not achieved);
 - (c) only to production reserves committed by the Shipper;
 - (d) only during specified time periods;
 - (e) only to specified Point(s) of Receipt, Point(s) of Delivery, mainline area segments, supply areas, Transportation routes, or defined geographical areas; or
 - (f) in a specified relationship to the quantities actually Delivered (i.e., that the rates shall be adjusted in a specified relationship to quantities actually Delivered); and/or
 - (g) to published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon the differential between published index prices or arrived at by formula). Such discounted rate:
 - (1) shall not change the underlying rate design;
 - (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue;
 - (3) shall define the rate component to be discounted.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 52A Fifth Revised Sheet No. 52A

Superseding: Fourth Revised Sheet No. 52A

GENERAL TERMS AND CONDITIONS (Continued)

REQUESTS FOR SERVICES (Continued)

4.14 Discounting (Continued)

In addition, the discount language of the Agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rates so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff provisions. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

- 4.15 Non-Conforming Negotiated Rates
 - (a) Authority and Conditions: The rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff may deviate in form or level from the maximum-to-minimum ranges set forth on Statement of Rates of this Tariff, provided:
 - (i) Transporter and Shipper have executed a valid service agreement agreeing to such nonconforming negotiated rate(s) or rate formula,
 - (ii) At the time of execution of such service agreement or amendment agreeing to the nonconforming negotiated rate(s) or rate formula, Shipper had access to service pursuant to this Tariff at the rates then set forth on the Statement of Rates, and
 - (iii) Prior to commencing service at such nonconforming negotiated rate(s) or rate formula, Transporter will have filed a tariff provision advising the Commission of such agreement, stating the exact legal name of Shipper and specifying the rate or rate formula included in such agreement.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 52B Fourth Revised Sheet No. 52B

Superseding: Third Revised Sheet No. 52B

GENERAL TERMS AND CONDITIONS (Continued)

REQUESTS FOR SERVICES (Continued)

4.15 Non-Conforming Negotiated Rates (Continued)

- (b) Impact on Capacity Allocation: To the extent the revenue level pursuant to the nonconforming negotiated rate(s) or rate formula provided for in Section 4.15(a) above should exceed the maximum rate for such service stated on the Statement of Rates, Shipper, paying such nonconforming rate(s) shall be treated, for capacity-allocation purposes, and for purposes of evaluating bids pursuant to Section 4.10 of these General Terms and Conditions, as if the rate(s) paid had been equal to the maximum rate for such service stated on the Statement of Rates. The highest rate the Shipper must match for the right of first refusal purposes is the maximum rate set forth in this Tariff. Any Shipper, existing or new, paying the maximum tariff rate(s) has the same right to capacity as a Shipper willing to pay a higher negotiated $\operatorname{rate}(s)$. If the negotiated $\operatorname{rate}(s)$ is higher than the corresponding maximum recourse rate(s), the negotiated rate(s) cannot be used as the price cap for release capacity pursuant to Section 9 of these General Terms and Conditions.
- (c) Accounting for Costs and Revenues: The allocation of costs to, and recording of revenues from service at nonconforming negotiated rate(s) or rate formula(s) will follow Transporter's normal practices associated with all of Transporter's services under this Tariff. Should Transporter institute any revenue tracker or other device to flow through currently to its Shippers the impact of interruptible or other transportation transactions, the treatment in such tracker of revenues from nonconforming negotiated rate(s) or rate formula(s) shall be specified in such tracker provision.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 52C Sixth Revised Sheet No. 52C

Superseding: Fifth Revised Sheet No. 52C

GENERAL TERMS AND CONDITIONS (Continued)

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.15 Non-Conforming Negotiated Rates (Continued)
 - (d) (i) Treatment of discounts: A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount type adjustment including requiring that the Transporter shall have the burden of proving that any discount granted is required to meet competition.

Transporter shall be required to demonstrate that any discount type adjustment does not have an adverse impact on recourse rate shippers.

- (A) Demonstrating that, in the absence of Transporter's entering into such non-conforming negotiated rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
- (B) Making another comparable showing that the non-conforming negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.
- (ii) Transporter may also seek to include in a discount-type adjustment non-conforming negotiated rate agreements that were converted from pre-existing discounted Part 284 agreements to non-conforming negotiated rate agreements. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.

FERC Docket: RP10-491-000

First Revised Sheet No. 52D First Revised Sheet No. 52D

Superseding: Original Sheet No. 52D

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.16 Any notice, statement, or bill provided for in the Agreement shall be in writing and shall be considered as having been given if hand carried, transmitted electronically (including facsimile transmissions and computer transmissions), or if mailed by United States mail, postage prepaid, to the address contained in the Agreement.
 - 4.17 Governmental Regulation. The Transportation Service 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 the Transportation Service Agreement shall continue in effect.
 - 4.18 Assignment
 - (a) Assignable Parties. This Agreement may be assigned by either of the Parties to:
 - (i) any person, firm, or corporation acquiring all, or substantially all, of the natural gas business of said Party;
 - (ii) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.
 - (b) Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of each of the Parties hereto.
 - (c) Clarification of Use. Unless expressly allowed by Transporter in writing, Transportation Service for other than the purposes expressly stated in the Agreement shall not be provided.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 53 Seventh Revised Sheet No. 53

Superseding: Sixth Revised Sheet No. 53

- REQUESTS FOR SERVICES (Continued)
 - 4.19 Agents. Shipper must provide written notice to Transporter of the name, and any other pertinent information of another person ("Agent") that has agency authority to act for Shipper pursuant to an Agreement under Rate Schedule FT and/or IT (as applicable), in connection with (1) the operation of pipelines, facilities and wells in connection with an Agreement under this rate schedule, (2) Operational Flow Orders and Imbalance Management as discussed in Sections 11.1 and 10, respectively, of the General Terms and Conditions of this Tariff and/or (3) other matters covered by an Agreement. If the Agent has authority under (1) and (2) above, operating notices shall be served on the Agent alone. When using an Agent, the Shipper remains bound by its obligations under an Agreement. Further, commitments made by the Agent on behalf of the Shipper are binding on the Shipper as if made by the Shipper. The Shipper must provide prompt written notice of the termination of the agency.
 - 4.20 Governmental Authorization. Each Party's obligations under an 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 Shipper shall be required to accept any authorization which, in the opinion of the Party applying for same, contravenes, nullifies, or is contrary to any provisions hereof or of any provision of the Transportation Service Agreement.

FERC Docket: RP10-491-000

Second Revised Sheet No. 53A Second Revised Sheet No. 53A

Superseding: First Revised Sheet No. 53A

- 4. REQUESTS FOR SERVICES (Continued)
 - 4.21 Regulatory Authority: If Shipper requests service under authority of Section 311 of the Natural Gas Policy Act of 1978 (NGPA), Shipper warrants that service is "on behalf of" (a) an "intrastate pipeline company" or (b) a "local distribution company" as provided in the NGPA and applicable FERC regulations.
 - 4.22 Applicable Law. The Transportation Service Agreement shall be interpreted according to the laws of the State of Colorado.
 - 4.23 Termination Obligations: Termination of an Agreement under Rate Schedules FT, IT and HSP-1 shall not relieve Transporter and Shipper or Pooler of the obligation to correct any quantity imbalances or relieve Shipper or Pooler of the obligation to pay money due to Transporter under an Agreement. All warranties and indemnities shall survive termination of the Agreement.

FERC Docket: RP09-148-004

Seventh Revised Sheet No. 54 Seventh Revised Sheet No. 54

Superseding: Sixth Revised Sheet No. 54

GENERAL TERMS AND CONDITIONS (Continued)

5. SERVICE CONDITIONS

- 5.1 Service Information. Current information regarding (1) the availability and pricing of Transportation Service and (2) the pipeline capacity available for Transportation Service can be obtained by calling Transporter's Marketing Department, (719) 520-4465 or (719) 520-4870.
- 5.2 Limitation of Service. Transporter shall not be required to perform service under the Agreement on behalf of any Shipper that fails to substantially comply with any and all of the terms and conditions of the Agreement including the applicable Rate Schedules and these General Terms and Conditions.
- 5.3 Other Interruptions of Service. Transporter shall have the right to interrupt the transportation of Gas for Shipper, when necessary to test, alter, modify, enlarge, or repair any facility or property comprising a part of, or appurtenant to, its system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper. Except in cases of unforeseen emergency, Transporter shall give advance notice to Shipper of its intention to so interrupt the transportation of Gas, stating the anticipated timing and magnitude of each such interruption. Except as set forth above and in Section 16 of the General Terms and Conditions, Transporter shall have no other responsibilities to Shipper for any alterations or repairs and no liability for any losses occasioned by such alterations or repairs except to the extent that Transporter has acted in an unreasonable or imprudent manner.
- 5.4 Delivery Lateral Policy. Transporter shall not be obligated to extend or expand a lateral (as defined in 18 C.F.R. 154.109(b)) except when, in Transporter's reasonable discretion, such expansion or extension is appropriate.

Transporter's policy will be to require full or partial reimbursement by the affected Shipper(s) when Transporter extends or expands a lateral except where the Shippers' commitments and charges provide an adequate economic basis for the connection or otherwise creates commercial opportunities or other benefits for Transporter's operations such that Transporter reasonably determines that it is appropriate for the costs to be borne by Transporter.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 54A Eighth Revised Sheet No. 54A

Superseding: Seventh Revised Sheet No. 54A

GENERAL TERMS AND CONDITIONS (Continued)

5. SERVICE CONDITIONS (Continued)

5.5 Pressure Commitments

- (a) 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, provided Shipper shall not, except with the agreement of Transporter, be permitted to Tender the Gas at any Point of Receipt at a pressure in excess of the pressure specified for the Point(s) of Receipt in Exhibit "A" to the Agreement.
- (b) Pressure at the Point(s) of Delivery. Transporter shall Tender Gas at the Point(s) of Delivery at pressures sufficient to effect Delivery into the receiving pipeline facilities against the pressures prevailing from time to time. Transporter, however, shall not be required to Deliver Gas at a pressure greater than the pressure specified for each Point of Delivery in Exhibit "A" to the Agreement.
- 5.6 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 Transportation Service 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 maximum transportation rate hereunder shall be changed to reflect all costs attributed to the Transportation Service hereunder or to reflect any new rate form. However, in no instances will the rate charged by Transporter exceed the maximum rate authorized by the
- 5.7 Changes in Transportation Rate. The Parties recognize that the minimum and maximum transportation rates, as well as the terms and conditions, for Transportation Service hereunder may require change from time to time. Accordingly, Transporter's minimum and maximum transportation rates, and the terms and conditions of such service, may from time to time be changed by appropriate lawful processes, including the filing of changed provisions with the FERC. Transporter shall be entitled to collect, and Shipper shall be required to pay any increased maximum transportation rate from Shipper when such Shipper had previously agreed to pay the maximum rate commencing with the effective date of such change. Nothing herein shall prejudice the rights of Shipper to contest at any time changes to the charges for the services rendered hereunder by Transporter.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 54B Seventh Revised Sheet No. 54B

Superseding: Sixth Revised Sheet No. 54B

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES

Nomination Procedures and Deadlines. Nominating Parties will submit Nominations to Transporter in accordance with the procedures and conditions set forth in this Section. Except as provided below for certain nominations, Transporter will support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the deadline for nominations to leave control of the nominating party (nomination deadlines) for an additional fifteen minutes. However, Transporter reserves the right to waive the deadlines specified herein, provided that no Shipper will be disadvantaged by such waiver.

All Shippers nominating to points of receipt or delivery located on Questar Overthrust Pipeline Company's transmission system, under capacity acquired by Transporter, shall submit nominations in accordance with NAESB WGQ Standard 1.3.2.

(a) Nomination Communications:

- (i) Transporter shall accept Nominations twenty-four (24) hours a day via Electronic Communications. Transporter's electronic bulletin board will contain after-hours and emergency contacts in the event communication is required beyond normal business hours.
- (ii) Shipper should provide to Transporter the appropriate after-hours and emergency contacts for Shipper.
- (iii) With the exception of otherwise stated NAESB
 Nominations deadlines, when a Transporter receives a
 Nomination document via electronic data interchange
 (EDI) from a Shipper by the conclusion of a given
 quarter hour period, the Transporter will send to the
 Shipper's designated site via EDI, 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. (NAESB Standard 1.3.37)

FERC Docket: RP10-491-000

Second Revised Sheet No. 54C Second Revised Sheet No. 54C

Superseding: First Revised Sheet No. 54C

- NOMINATIONS AND SCHEDULING PROCEDURES
 - 6.1 (a) Nomination Procedures and Deadlines (Continued)
 - (iv) Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for Nominations/quick response turnaround stated in GISB Standard 1.3.37. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (GISB Standard 1.3.38)
 - (b) Nomination Data Elements
 - (i) All Nominations should be considered original Nominations and should be replaced to be changed. When a Nomination for a date range is received, each day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only. (GISB Standard 1.3.7)
 - (ii) Certain Nomination data elements are identified as "key" fields and define the basis of a unique Nomination record. Changes to non-key data elements will cause a previous Nomination containing the same key data elements to be replaced. Transporter's mandatory and optional data elements are available on Transporter's EBB or by facsimile. Such data elements shall conform to the requirements of Data Dictionary standards as set forth in GISB Standard 1.4.1.

FERC Docket: RP10-491-000

Fourteenth Revised Sheet No. 55 Fourteenth Revised Sheet No. 55

Superseding: Thirteenth Revised Sheet No. 55

- NOMINATIONS AND SCHEDULING PROCEDURES
 - 6.1 (b) Nomination Data Elements (Continued)
 - (iii) Transporter's Key Nomination data fields are composed of: service requester contract (Service Agreement), transaction type, Upstream Party, upstream contract (when applicable), receipt location (as applicable), Downstream Party (as applicable), downstream contract (when applicable), Delivery location (as applicable), package ID, upstream package ID (where mutually agreed), downstream package ID (where mutually agreed), capacity type indicator (where mutually agreed). Upon receipt by a service provider from a service requester of a transaction whose key elements match those previously received by the service provider from the service requester, the service provider should then process the begin date/time and end date/time consistent with the intentions of the GISB Standard 1.3.7 and then process the rest of the transaction's data elements consistent with the applicable standards to determine the business results. When data is not supplied (e.g. is not applicable, is not supported or is not mutually agreed upon) the pertinent portion of the key would be determined to be null. (GISB Standard 1.3.27)
 - (iv) Nominations must specify a Begin and End Date. Such dates must be no earlier than the effective date or no later than the termination date of the service agreement. Each Day, all Nominations for the next Day which have been received by Transporter at or prior to the Nomination Deadline shall be processed pursuant to Section 6.
 - (v) All Nominations, including Intraday Nominations, should be based on a daily quantity; thus, an Intraday nominator need not submit an hourly Nomination. Intraday Nominations should include an effective date and time. The Interconnected Parties should agree on the hourly flows of the Intraday Nomination, if not otherwise addressed in Transporter's contract or Tariff. (GISB Standard 1.3.9)

FERC Docket: RP10-491-000

Second Revised Sheet No. 55A Second Revised Sheet No. 55A

Superseding: First Revised Sheet No. 55A

- 6. NOMINATIONS AND SCHEDULING PROCEDURES
 - 6.1 Nomination Procedures and Deadlines (Continued)
 - - (i) Transportation Service Providers should determine the applicable Nomination processing cycle based upon the receipt time and beginning effective Day of the Nomination. Where Transportation Service providers support the processing of beginning effective time, the Transportation Service Provider should also use the beginning effective date and time in determining the applicable Nomination processing cycle in lieu of using the Nomination's receipt date and time to determine the processing cycle. (NAESB Standard 1.3.43)
 - (ii) It is understood that a Transportation Service Provider exceeding the standard Nomination timelines is not required to hold capacity for grid wide Nominations until a standard Nomination cycle. (NAESB Standard 1.3.42)
 - (d) The Timely Nomination Cycle: 11:45 a.m. for Nominations leaving control of the Nominating party; 12:00 p.m. for receipt of Nominations by the transporter (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator (Central Clock Time on the day prior to flow. (NAESB Standard 1.3.2(i)) Shown below in tabular format is a representation of this standard. All times are Central Clock Time.
 - (i) Timely Nomination Deadline. Nominations for the next Gas Day leave control of Nominating Party. 11:45 a.m.
 - (ii) Receipt of Nomination(s) by Transporter 12:00 (Noon)
 - (iii) Transporter issues Quick Response 12:00 (Noon) (EDI Only)

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 56 Tenth Revised Sheet No. 56

Superseding: Ninth Revised Sheet No. 56

- NOMINATIONS AND SCHEDULING PROCEDURES
 - 6.1 Nomination Procedures and Deadlines (Continued)
 - (d) The Timely Nomination Cycle (Continued)
 - (iv) Completion of Upstream and Downstream Interconnect Confirmations 3:30 p.m
 - (v) Transporter issues/posts Report(s) of Confirmed Quantities 4:30 p.m.
 - (vi) Gas Flow Period is one Gas Day which begins at 9:00 a.m. the Day following Confirmation of the Nomination.
 - (e) Intraday Nomination Requirements.
 - (i) For services that provide for Intraday Nominations and scheduling, there is no limitation as to the number of Intraday Nominations (line items as per NAESB Standard 1.2.1) which a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. (NAESB Standard 1.3.32)
 - (ii) Intraday Nominations are to be submitted in full-Day quantities.
 - (iii) Firm Intraday Nominations shall be scheduled ahead of previously scheduled interruptible Nominations in the Evening and Intraday 1 Cycles. Application of this provision will result in such interruptible Nominations being Bumped.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 56A Fourth Revised Sheet No. 56A

Superseding: Third Revised Sheet No. 56A

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES

- 6.1 Nomination Procedures and Deadlines (Continued)
 - (e) Intraday Nomination Requirements (Continued)
 - (iv) When a previously confirmed and scheduled quantity is altered, notification of such alteration should be provided to all of the parties below that are affected: 1) Confirmation Requester in a Confirmation Response (or unsolicited Confirmation Response as applicable) document by the Confirming Party; 2) Confirming Party in a Request for Confirmation document by the Confirmation Requester; 3) Service Requester(s) in a Scheduled Quantity document by the applicable Confirming Party or Confirmation Requester on whose system the Service Requester(s) Nomination(s) were made. (GISB Standard 1.3.44)
 - (1) Applicable notification(s) of such alterations should be provided to the affected parties reasonably proximate in time to the time during which the event causing the alteration was acted upon by the Confirmation Requester or Confirming Party, respectively. With respect to the implementation of this process via the 1.4.X standards, Confirming Parties should send the applicable document(s) to the applicable party(ies) no later than the next time they are slated to communicate confirmations or scheduled quantities (as applicable).(GISB Standard 1.3.44)
 - (2) Transportation Service Provider should provide affected Parties with notification of Intraday Bumps, Operational Flow Orders, and other Critical Notices through the affected Party's choice of Electronic Notice Delivery Mechanism(s). (GISB Standard 5.3.34) "Electronic Notice Delivery" is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM. (GISB Standard 5.2.2)
 - (v) Intraday Bump notices should indicate whether daily penalties will apply for the Gas Day for which quantities are reduced. (GISB Standard 1.3.51)

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 57 Sixth Revised Sheet No. 57

Superseding: Fifth Revised Sheet No. 57

- 6. NOMINATIONS AND SCHEDULING PROCEDURES
 - 6.1 Nomination Procedures and Deadlines (Continued)
 (e) Intraday Nomination Requirements (Continued)
 - (vi) Scheduling of Intraday Nominations shall be based on the elapsed pro rata scheduled quantities. Elapsed-prorated-scheduled quantity means that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intraday Nomination being confirmed, based upon a cumulative uniform hourly quantity for each Nomination period affected. (GISB Standard 1.2.12)
 - (vii) Intraday Nominations may be submitted to increase or decrease total Gas flow and may be used to change Point(s) of Receipt and Delivery. (GISB Standard 1.3.11) However, requests for decrease in flow shall only be accepted to the extent they do not represent a decrease below previous confirmed quantities which would have flowed on the requested Gas Day prior to the Nominated decrease, assuming even hourly flow rates. Intraday Nominations do not rollover (i.e. Intraday Nominations span one Day only). Intraday Nominations may be used to Nominate new supply or market. (GISB Standard 1.3.33)
 - (viii) Intraday Nominations do not replace the remainder of a standing Nomination. There is no need to re-Nominate if Intraday Nomination modified existing Nomination. (GISB Standard 1.3.13) Intraday Nominations which are not able to be Confirmed are considered to be void.
 - (ix) Intraday Nominations shall be considered complete upon Transporter's receipt of a valid Nomination and the corresponding up and downstream confirmations.
 - (x) Transporter will re-determine scheduled quantities, pursuant to the scheduling priorities of Section 6.3, at the Evening, Intraday 1 and Intraday 2 Nomination Cycles when such scheduled quantities are affected by a discount requested by Shipper and granted by Transporter. Such re-determination may cause a discounted Firm Shipper that receives a discount after Gas as been scheduled to be Bumped.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 57A Eighth Revised Sheet No. 57A

Superseding: Seventh Revised Sheet No. 57A

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES

- 6.1 Nomination Procedures and Deadlines (Continued)
 - (f) The Evening Nomination Cycle: 6:15 p.m. for Nominations leaving control of the Nominating party; 6:30 p.m. for receipt of Nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 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), (central clock time on the Day prior to the flow).

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. (NAESB Standard 1.3.2(ii))

The Intraday 1 Nomination Cycle: 10:15 a.m. for Nominations leaving control of the Nominating party; 10:30 a.m. for receipt of Nominations by the transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 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), (central clock time on the Gas Day). Scheduled Quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the Gas Day. (NAESB Standard 1.3.2(iii))

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 57B Ninth Revised Sheet No. 57B

Superseding: Eighth Revised Sheet No. 57B

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES

6.1 (f) Nomination Procedures and Deadlines (Continued)

The Intraday 2 Nomination Cycle: 5:15 p.m. for Nominations leaving control of the Nominating party; 5:30 p.m. for receipt of Nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed Confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transportation Service Provider to provide scheduled quantities to affected Shippers and point operators (Central Clock Time on the Gas Day). Schedule quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle. (NAESB Standard 1.3.2(iv))

- (g) For purposes of Section 6.1(f) (NAESB Standards 1.3.2 ii, iii, and iv), "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. (NAESB Standard 1.3.2 v)
- (h) The Timely Nomination/Intraday Nomination Model of NAESB Standard 1.3.2(vi), as modified for the extension of the nomination periods for an additional fifteen minutes, is incorporated by reference.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 57C Ninth Revised Sheet No. 57C Superseding: Eighth Revised Sheet No. 57C

General Terms and Conditions (Continued)

NOMINATIONS AND SCHEDULING PROCEDURES (Continued) 6. 6.1(h) Nomination Procedures and Deadlines (Continued)

Shown below in tabular format is a representation of NAESB Standards 1.3.2 (ii), (iii), and (iv). All times are in Central Clock Time.

		Evening Cycle (for flow on next Gas Day) (Interruptible Nominations are subject to Bumping)	Intraday 1 Cycle (for flow on current Gas Day) (Interruptible Nominations are subject to Bumpin	Intraday 2 Cycle (for flow on current Gas Day)
(i)	Gas Day affected by Intraday Nomination begins		9:00 a.m.	9:00 a.m.
(ii)	Intraday Nomination Period Ex (Nominations leave control of Nominating Party)	nds 6:15 p.m.	10:15 a.m.	5:15 p.m.
(iii)	Nominations received by Transporter	6:30 p.m.	10:30 a.m.	5:30 p.m.
(iv)	Transporter Quick Response to Nominating Party (EDI Only)	6:30 p.m.	10:30 a.m.	5:30 p.m.
(v)	Completion of Upstream and Downstream Interconnect Confirmations	9:00 p.m.	1:00 p.m.	8:00 p.m.
(vi)	Issuance/Posting of Transporter's Report of Confirmed Quantities and Notices to Bumped Parties	10:00 p.m.	2:00 p.m.	9:00 p.m.
(vii)	Gas Day Affected by Intraday Nomination begins	9:00 a.m.		
(viii)	Nomination Effective Time (Grid-wide synchronization Times, NAESB Standard 1.3.41)	9:00 a.m.	5:00 p.m.	9:00 p.m.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 57D Sixth Revised Sheet No. 57D

Superseding: Fifth Revised Sheet No. 57D

- 6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 6.1 Nomination Procedures and Deadlines (Continued)
 - (i) Nominated Imbalance Quantities. Shippers may separately Nominate quantities to resolve imbalances. However, in the event that an imbalance quantity is included within another Nomination, the portion of such Nomination which is out of balance will be scheduled pursuant to Section 6.
 - (j) Overrun Nominations. Shipper may separately Nominate quantities in excess of its MDQ. However, in the event that such excess quantities are included in other Nominations, the excess portion of such Nomination will be scheduled pursuant to Section 6.
 - (k) At the end of each Gas Day, Transporter 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, Transporter 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. (GISB Standard 1.3.3)
 - (1) Responsibility for Nominated Quantities. When submitting Nominations, the Nominating Party/Shipper is responsible for assuring that sufficient Gas supplies are available at the Nominated Point(s) of Receipt. Pursuant to the procedures specified above, Transporter will verify Nomination information with the Interconnecting Party and will determine the Confirmed Quantity. Transporter is not responsible for assuring that the Confirmed Quantities are actually Tendered to Transporter at the Point(s) of Receipt.
 - (m) Accuracy of Nominated Quantities. The Nominating Party/Shipper is responsible for the accuracy of Nomination data. Transporter shall accept all Nomination data as correct as it is provided to Transporter.
 - (n) Transporter's Obligation to Deliver. For any Gas Day, Transporter shall not be obligated to Deliver any greater quantity than it has Confirmed and received. Further, Transporter is not obligated to increase or decrease quantities at any Point of Receipt or Delivery which have not been Confirmed.

FERC Docket: RP10-491-000

Third Revised Sheet No. 57E Third Revised Sheet No. 57E

Superseding: Second Revised Sheet No. 57E

GENERAL TERMS AND CONDITIONS (Continued)

- NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 6.2 Confirmation and Scheduling Criteria. (GISB Standard 1.3.22)
 - (a) For request to confirm and Confirmation response processes, all Parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to a location. (GISB Standard 1.3.35)
 - (b) In the Confirmation process, where a party requesting Confirmation (a Confirmation Requester) is not itself a Transportation Service Provider, the location code to be used when sending a Request for Confirmation should be the location code associated with the location where Gas will be scheduled by the Transportation Service Provider; and, where a Confirmation Requester is also a Transportation Service Provider; then, as between these confirming parties (the Confirmation Requester and the Confirming Parties), and absent their mutual agreement to the contrary, the location code to be used when sending a Request for Confirmation should be the location code used by the Transportation Service Provider sending the Request for Confirmation. (GISB Standard 1.3.36)
 - (c) The receiver of the Nomination initiates the Confirmation process. The Confirming Party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send. (GISB Standard 1.3.20)
 - (d) When a Confirmation Requester receives a Confirmation Response document via EDI 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 via EDI, 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. (GISB Standard 1.3.45)

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 57F Fifth Revised Sheet No. 57F

Superseding: Fourth Revised Sheet No. 57F

- 6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 - 6.2 Confirmation and Scheduling Criteria
 - (e) Confirming Parties' nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule of confirmations/quick response turnaround stated in GISB Standard 1.3.45. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week. (GISB Standard 1.3.46)
 - (f) When Confirming Point(s) of Receipt and Point(s) of Delivery, Transporter shall use the lesser of the Confirmed Quantity and the Scheduled Quantity. Rankings provided in a Shipper's Nominations shall be used to prioritize reductions to requested quantities when such prioritization is not in conflict with other provisions of this Tariff. (GISB Standard 1.3.23)
 - (g) With respect to the Confirmation process for Daily Nominations, at a Point of Receipt or Delivery, in the absence of agreement to the contrary, the lesser of the confirmation quantities should 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 previous Scheduled Quantity should be the new Confirmed Quantity.
 - (h) With respect to the Confirmation process for Intraday Nominations, the following provisions apply:
 - (i) Requests for Increases. In the absence of agreement to the contrary, the lesser of the Confirmation Quantities should be the new Confirmed Quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously Scheduled Quantity should be the new Confirmed Quantity.
 - (ii) Requests for Decreases. In the absence of agreement to the contrary, the lesser of the confirmation quantities should 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 should be the new Confirmed Quantity.

FERC Docket: RP10-491-000

Tenth Revised Sheet No. 57G Tenth Revised Sheet No. 57G

Superseding: Ninth Revised Sheet No. 57G

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

- 6.2 Confirmation and Scheduling Criteria (Continued)
 - (i) With respect to paragraphs (g) and (h) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, Transporter shall provide the appropriate Shippers and Confirming Parties with the following information via the Scheduled Quantity document to explain why the Nomination failed or was reduced, as applicable:
 - (i) Transporter shall inform the Shipper that Transporter did not conduct the Confirmation process.
 - (ii) Transporter shall inform Shipper that the Upstream or Downstream Confirming Party, as appropriate, responsible for the Confirmation did not conduct the Confirmation process.
 - (iii) Transporter shall inform Shipper that the Upstream or Downstream party, as appropriate, did not have the Gas and/or submit the necessary Nomination.
 - (j) Nominations are considered to be scheduled and Confirmed when Confirmed Quantities are made available to the Nominating Party and to Confirming Parties via Electronic Communication, or when agreed to by Transporter, by facsimile.
- 6.3 Scheduling of Receipts and Deliveries. Each Day, Transporter shall schedule the quantities Nominated by Shippers in the order described hereinafter. However, all Scheduled Quantities are subject to confirmation prior to being designated as Confirmed Quantities.
 - (a) The first quantities scheduled shall be those quantities
 Nominated by Shippers under Rate Schedule FT for
 Transportation Service utilizing Primary Capacity. If
 Transporter has insufficient capacity to schedule all
 quantities Nominated as Primary Capacity, Transporter shall
 schedule pro rata based on contract entitlement at the
 point at which the capacity limitation occurs.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 57H Seventh Revised Sheet No. 57H

Superseding: Sixth Revised Sheet No. 57H

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.5 Allocation of Capacity (Continued)

- (c) The next quantities to be interrupted shall be those quantities utilizing Primary, Flow Path Secondary and/or Secondary Capacity. All firm transportation services (including imbalance payback quantities within firm entitlements) will be treated equally and will be interrupted pro rata based on contract entitlements.
- 6.6 Allocation for Firm Service Utilizing Secondary Capacity
 - (a) On any Day that Secondary Capacity through any Secondary Point(s) or segment(s) of Transporter's Transmission System is less than required to provide Transportation Service for all quantities Nominated as Secondary Capacity requiring the use of such Secondary Point(s) or segment(s), Transporter shall schedule service as set forth herein.

Nominations for Firm Transportation through Secondary Capacity not scheduled pursuant to Section 6.3(b) because of insufficient capacity shall not be accepted. The quantity Nominated at or through Secondary Capacity that cannot be scheduled due to the capacity constraint shall be treated as being moved back to the Primary Point(s) for Reservation Rate purposes and shall be billed at the Reservation Rate(s) applicable to the Primary Point(s).

For the duration of the constraint, Transporter shall only accept new or increased Nominations under firm transportation agreements through Primary Capacity. Transporter shall, however, accept reductions in Nominations under Firm Agreements through Secondary Capacity that is affected by the constraint. If Nominations are reduced under Firm Transportation Agreements through Secondary Capacity, or under Firm Transportation Agreements utilizing Primary Capacity, the additional capacity will be made available to Shippers that Nominate such capacity on the Day it becomes available. Capacity will be scheduled pursuant to Section 6.3. Shippers that had previously been allocated a portion of the Secondary Capacity will continue to be allocated the same quantity that was scheduled prior to the additional capacity becoming available until the end of the Month or the end of the constraint, whichever occurs first. They may, however, also submit Nominations and be allocated additional capacity for any Day that additional capacity may be available.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 571 Sixth Revised Sheet No. 571

Superseding: Fifth Revised Sheet No. 57I

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued) 6.6 Allocation for Firm Service Utilizing Secondary Capacity (Contd.)

- (b) For each Agreement for which Transporter accepts a Nomination pursuant to Section 6.6(a) above and schedules quantities for Transportation Service, Transporter shall establish a Secondary Firm Capacity Allocation providing for the Daily quantity limitations applicable to each affected Agreement ("Secondary Firm Capacity Allocation" or "Secondary Firm Allocation of Capacity") consistent with the Tariff, and thereafter shall provide Transportation Service as set forth in this Section.
 - (i) Any Shipper receiving a Secondary Firm Capacity Allocation under an Agreement on the Day that Nominations at any location first exceed capacity at such location shall continue to receive such Secondary Firm Capacity Allocation for the remainder of the capacity constraint or until the end of the Month, whichever is less; provided that (a) Shipper continues to Nominate for service under the Agreement at a level equal to its Secondary Firm Capacity Allocation; (b) the quantities Tendered for Shipper's account under such Agreement equal the Shipper's Secondary Firm Capacity Allocation, and (c) Transporter does not experience a further reduction of capacity available for Secondary Capacity service pursuant to Section 6.3(b). Shipper may at any time, and in accordance with the provisions of its Agreement, reduce its Nominated quantity, which will result in a reduced Secondary Firm Capacity Allocation, provided that any such reduction is consistent with this Tariff, including the requirements of any Operational Flow Orders.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 57J Eighth Revised Sheet No. 57J

Superseding: Seventh Revised Sheet No. 57J

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.6 (b) Allocation for Firm Service Utilizing Secondary Capacity (Contd.)

- (ii) If Shipper fails to Tender quantities equal to its Secondary Firm Capacity Allocation under an Agreement at any location for two consecutive Days, Shipper's Secondary Firm Capacity Allocation under such Agreement at such location shall be reduced to the average of the quantities actually Tendered by Shipper during such two-Day period provided, however, that Shipper shall continue to be subject to the provisions of Section 3.8 of Rate Schedule FT addressing balances. Any such reduction to Shipper's Secondary Firm Capacity Allocation shall be accommodated through the Nomination provisions of Shipper's Agreement and shall be reflected in the quantities scheduled by Transporter.
- (iii) Transporter establishes a Secondary Firm Capacity Allocation schedule on a Monthly basis. Thus, any period of service interruption as described in this Section shall not be considered to extend beyond the Month in which service is being provided.
- 6.7 Basis for Interruptible Service Capacity Allocation
 - (a) Each Agreement under which Transporter schedules a quantity that is less than that Nominated by a Shipper or interrupts service pursuant to this Section of the Tariff shall be placed in a queue described in this Section.
 - (b) At any time Transporter cannot schedule all quantities
 Nominated because of insufficient capacity, Transporter
 shall establish a Capacity Allocation providing for the
 daily volumetric limitations applicable to each affected
 Agreement at each location ("Capacity Allocation" or
 "Allocation of Capacity"). Thereafter and until capacity
 is greater than all Nominated quantities for a Day,
 Transporter shall provide interruptible Transportation
 Service as set forth in this paragraph.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 57K Fourth Revised Sheet No. 57K

Superseding: Third Revised Sheet No. 57K

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

6.7 (b) Basis for Interruptible Service Capacity Allocation (Continued)

- (i) Any Shipper receiving a Capacity Allocation on the Day that Nominations exceed capacity at any location shall continue to receive such Capacity Allocation for such Agreement for each Day during the period that capacity is constrained (subject to the provisions of this Section); provided that (1) Shipper continues to Nominate under such Agreement for service at a level equal to or greater than its Capacity Allocation; and (2) the quantities Tendered under such Agreement equal the lesser of Shipper's Nominated quantities or Capacity Allocation. Shipper may at any time, and in accordance with the provisions of its Agreement, reduce its Nominated quantity which will result in a reduced Capacity Allocation equal to the reduced Nomination.
- (ii) If Shipper fails to Tender the lesser of the quantity Nominated or the Capacity Allocation assigned to such Agreement at such location for two consecutive days, Shipper's Capacity Allocation under such Agreement at such location shall be reduced to the average of the quantities actually Tendered by Shipper during such two-day period, provided, however, that Shipper shall continue to be subject to the provisions of Section 10 of the General Terms and Conditions of this Tariff.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 57L Fourth Revised Sheet No. 57L

Superseding: Third Revised Sheet No. 57L

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

- 6.7 (b) Basis for Interruptible Service Capacity Allocation (Continued)
 - (iii) Shippers whose Nominations were not accepted at the beginning of a capacity constraint (as described in Section 6.6(a) and Shippers desiring to initiate or increase service but unable to receive service because of insufficient capacity may Nominate for service and, if such Nominations are in accordance with Shipper's Agreement, shall be placed in a queue to receive service as capacity becomes available. The queue for such Shippers shall be administered on the basis as set forth in Section 6.3. As capacity becomes available, Transporter shall allocate capacity to Shippers with the highest position in the queue of Shippers awaiting service until all available capacity has been allocated. Subject to the limitations set forth in Section 6.8 below, any Shipper receiving a Capacity Allocation pursuant to this Section 6.7 shall be subject to the provisions of Section 6.3 above for the remainder of the period that Nominations exceed capacity or the period during which service is being received under the same Agreement.
- 6.8 Shippers receiving service, pursuant to Section 6.3 above, shall be accorded a lower Priority of Service than Shippers receiving an Allocation of Capacity on the date that Nominations exceeded interruptible capacity through the constrained facilities. Capacity allocated to Shippers under Section 6.3 above shall be reduced, and all such allocations interrupted, prior to reductions being made in any allocations of capacity which were established as of the date that Nominations exceeded interruptible capacity.

FERC Docket: RP10-491-000

Original Sheet No. 57M Original Sheet No. 57M

GENERAL TERMS AND CONDITIONS (Continued)

- 6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 - 6.9 Pooling Nominations. Except when noted below, all Nominations related to Pools are subject to the Nomination procedures set forth in Section 6.1.
 - (a) With respect to Nomination Data Elements, Section 6.1(b) is applicable except that all Pooling Nominations will identify the Pool as the Point of Delivery.
 - (b) With respect to Daily and Intraday Nomination and Confirmation schedules, the Pooler is responsible for submission of appropriate Pooling Nominations to support Confirmation of the Pool.
 - (c) With respect to Nominated Imbalance Quantities, Poolers may not Nominate out of balance except to resolve verified, pre-existing imbalances.
 - 6.10 Special Temporary Interruption Procedure. If Transporter determines that underdeliveries of Nominated quantities of Gas to Transporter's system or unauthorized overruns of Deliveries from Transporter's system render Transporter unable to meet its total transportation Delivery obligations, Transportation Services shall be interrupted as necessary to preserve the operating integrity of the transmission system in accordance with the provisions of this Section within the area of the system requiring interruption. Such interruption shall continue until Transporter is able to identify the source(s) of such underdeliveries or overruns. Transporter shall use reasonable diligence to determine and remedy the cause of the underdeliveries or the unauthorized overruns.

Upon identification of the source(s) of the underdeliveries or unauthorized overruns, Transporter shall appropriately adjust the quantity of Gas Delivered attributable to the Party(ies) responsible for such underdeliveries or unauthorized overruns and shall reduce or discontinue the interruption of service to other Parties. Transporter shall continue this process until the source(s) and responsible Party(ies) are identified and service is restored to all other Parties.

If Transporter determines to reduce or interrupt any Party's(ies') Deliveries, Transporter shall provide as much notice as is reasonably possible.

FERC Docket: RP10-491-000

Original Sheet No. 57N Original Sheet No. 57N

- 6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 - 6.11 Protection of Life and Property. Transporter and Shipper shall collaborate in making adjustments to Receipt Quantities or Delivery Quantities, if possible, which may be necessary to avoid or forestall injury to life and property.
 - 6.12 Liability for Interruption. If service under this Tariff is interrupted consistent with this Section, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruptions of service are shown to be the result of negligence or misfeasance by Transporter.

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Second Revised Sheet No. 57G.01 Second Revised Sheet No. 57G.01

Superseding: First Revised Sheet No. 57G.01

GENERAL TERMS AND CONDITIONS (Continued)

6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)

- 6.3 Scheduling of Receipts and Deliveries (Continued)
 - (b) The next quantities shall be those nominated by Shippers under Rate Schedule FT for Transportation Service involving Flow Path Secondary Capacity. Quantities through Flow Path Secondary Capacity will be scheduled based on the rate being paid, with the highest rate being scheduled first. For purposes of determining the rate being paid, Transporter shall add the Shipper's effective Reservation Charges converted to a Daily rate at a 100 percent load factor and the Commodity Charge to calculate the Shipper's Effective Daily Rate ("EDR"). Shippers paying the same EDR shall be scheduled on a pro rata basis based on quantities nominated through Flow Path Secondary Capacity.
 - (c) The next quantities scheduled shall be those quantities
 Nominated by Shippers under Rate Schedule FT for
 Transportation Service involving Secondary Capacity.
 Secondary Capacity quantities will be scheduled based on
 the rate being paid, with quantities at the highest EDR
 being scheduled first. Quantities subject to the same EDR
 shall be scheduled on a pro rata basis based on quantities
 Nominated through Secondary Capacity.
 - (d) The next quantities scheduled shall be those quantities required by Transporter for the operational purchases and sales gas requirements contemplated in Section 27 of this Tariff.
 - (e) The next quantities scheduled shall be those quantities Nominated as interruptible service. Under this service, a Shipper paying a higher commodity rate than another Shipper shall be scheduled first. Further, within this group, Shippers paying the same commodity rate shall be scheduled pro rata based on quantities Nominated.
 - (f) The next quantities scheduled shall be those quantities Nominated by Shippers in excess of Maximum Delivery Quantity or contract demand under any Agreement. Such quantities shall be scheduled pro rata based on Nominations.

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Second Revised Sheet No. 57G.02 Second Revised Sheet No. 57G.02

Superseding: First Revised Sheet No. 57G.02

- 6. NOMINATIONS AND SCHEDULING PROCEDURES (Continued)
 - 6.4 Special Scheduling Considerations.
 - (a) Scheduling of Intraday Nominations. For purposes of determining the portion of any Intraday Nomination which is to be scheduled when available capacity is not sufficient to schedule all quantities requested, all Intraday Nominations shall first be cumulated with all prior Confirmed Daily and Intraday Nominations for that Gas Day and compared to Shipper's MDQ. For the Intraday Nomination being processed, if the cumulated Nomination quantity is in excess of MDQ, that portion of the quantity in excess of MDQ and any subsequently processed Intraday Nomination under that Service Agreement shall be considered as using Overrun Capacity.
 - (b) Scheduling of Pool Nominations. When required by capacity constraints, Nominations related to pooling agreement(s) shall be scheduled based on the priorities of the Downstream Shipper's service agreements. When appropriate, such capacity allocations may supersede the priority ranking provided by the Pooler.
 - 6.5 Allocation of Capacity. If the capacity expected to be available on any Day is less than the quantities Nominated for service for any reason, then Transporter will schedule quantities consistent with the order of services set forth in Section 6.3 until all available capacity has been utilized. Where Transportation Service is interrupted due to capacity limitations, service shall be interrupted pursuant to the following order until the level of scheduled service equals available capacity. Transporter shall provide as much notice as is practicable prior to implementing any interruption of services.
 - (a) All Overrun Capacity on a pro rata basis.
 - (b) The next quantities to be interrupted shall be those quantities Nominated as interruptible service. The allocation of capacity will be based on the commodity rate being paid. A service at a lower rate than another service shall be interrupted first. Further within this group, Shippers that are paying the same commodity rate shall be allocated pro rata based on quantities scheduled.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 58 Fifth Revised Sheet No. 58 Superseding: Fourth Revised Sheet No. 58

The following sheets are reserved for future use:

First Reserved Sheet No. 59 Original Sheet No. 60

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 61 Fifth Revised Sheet No. 61

Superseding: Fourth Revised Sheet No. 61

GENERAL TERMS AND CONDITIONS (Continued)

7. RESPONSIBILITY FOR GAS AND PRODUCTS

As between Shipper and Transporter, Shipper shall be deemed to be in exclusive control and possession of its Gas until such has been received by Transporter at the Point(s) of Receipt and after such Gas has been Delivered to or for the account of Shipper 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 system between the Point(s) of Receipt and the Point(s) of Delivery. The Party which shall be in exclusive control and possession of such Gas shall be responsible for all injury, damage, or Gas lost (including Gas lost due to force majeure) caused thereby. Notwithstanding anything to the contrary stated herein, Shipper shall indemnify Transporter for all injury, damage, loss, or liability of Transporter caused by such off-specification Gas.

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 62 Sixth Revised Sheet No. 62

Superseding: Fifth Revised Sheet No. 62

GENERAL TERMS AND CONDITIONS (Continued)

OPERATING PROVISIONS

8.1 FIRM SERVICE

- (a) Request for Transportation Service: To qualify for service pursuant to Rate Schedule FT, a potential Shipper shall make a complete Request for Transportation Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions.
- (b) Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use its best efforts to Tender Gas, or cause Gas to be Tendered, at reasonably uniform hourly and Daily rates of flow.
- (c) Segmentation of Capacity.
 - (i) Applicability. Any Shipper receiving firm Transportation Service under Rate Schedule FT may Segment its capacity pursuant to the provisions and restrictions of this Section.
 - (A) Segmentation may be accomplished on a selfimplementing basis, by Nomination or capacity release, at any point on Transporter's system.
 - (B) Segmentation may be accomplished on Transporter's system by specifying the desired Segmentation Points of Receipt and Delivery. Transporter shall permit such Segmentation if the provisions in Section 8.1(c) (ii) are met, if capacity is available, and if the change can be made without adversely affecting system operations or other firm obligations. Any new Points of Receipt or Delivery established by Segmentation will not affect Shipper's entitlements at existing Points of Receipt and Delivery except as adjusted by Capacity Release, and are deemed to be Segmentation Points of Receipt and/or Delivery, as appropriate. If the Segmentation involves the release of capacity, then the requirements of Section 9 must be met.

FERC Docket: RP10-491-000

Eleventh Revised Sheet No. 63 Eleventh Revised Sheet No. 63

Superseding: Tenth Revised Sheet No. 63

- 8. OPERATING PROVISIONS
- 8.1 FIRM SERVICE (Continued)
 - (c) Segmentation of Capacity (Continued)
 - (ii) General Prerequisites for Segmentation. To maintain the integrity and reliability of Transporter's transmission system, the following prerequisites for Segmentation have been established to ensure that Segmentation is supported to the greatest extent possible without detriment to, or degradation of, any Shipper's service.
 - (A) Segmentation capacity may not exceed Shipper's Primary Capacity.
 - (B) Segmentation is permitted in any direction of flow; however, Segmentation requests for flow which is opposite to the Primary Receipt-to-Delivery Flow Path are incremental to any other Segmentation activity on the same pipeline segment when considering the Primary Capacity limitation.
 - (C) Segmentation is subject to the availability of capacity and existing contractual obligations at and between the new Points of Receipt and/or Delivery established as a result of Segmentation.
 - (D) The thermal content of Gas being received at Segmented Points must be no less than the thermal content of Gas received at the original Point(s) of Receipt under the Shipper's Transportation Agreement.

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Fifth Revised Sheet No. 63A Fifth Revised Sheet No. 63A

Superseding: Fourth Revised Sheet No. 63A

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6. OFF-SYSTEM CAPACITY

- 6.1 Transporter may enter into transportation and/or storage agreements with upstream and downstream entities, including other interstate and intrastate pipelines and storage providers ("off-system capacity"). In the event Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates including Third Party Charges as described below. In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of capacity available for service any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.
- 6.2 Third Party Charges. Notwithstanding Section 6.1 above, if a Shipper(s) requests, and Transporter agrees, to acquire off-system capacity from a third party(s) to provide transportation service for the benefit of such Shipper(s), Shipper(s) may, on a nondiscriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to this Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, miscellaneous fees (e.g., letter of credit fees) and/or facility charges that are required by the third party. Such charges, unless otherwise agreed, shall be set forth as separate items on the monthly invoices rendered to Shipper. If capacity is acquired on behalf of multiple shippers, any fees or charges not directly attributable to reservation and/or usage charges will be allocated pro rata among those shippers based on the contract quantity of each shipper.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 63A Seventh Revised Sheet No. 63A

Superseding: Sixth Revised Sheet No. 63A

- OPERATING PROVISIONS
- 8.1 FIRM SERVICE (Continued)
 - (c) Segmentation of Capacity (Continued)
 - (iii) Implementation of Segmentation. Transporter's Nomination and Capacity Release systems have been modified to accommodate Segmented transactions in keeping with the prerequisites enumerated in Sections 8.1(c)(i) and (ii).
 - (A) Segmentation transactions for which the Point of Receipt or Point of Delivery lies within Shipper's Primary Receipt-to-Delivery Flow Path are to be scheduled as primary for the portion of the transaction that is within Shipper's Primary Receipt-to-Delivery Flow Path and Flow Path Secondary for the portion of the transaction outside such flow path. However, Shipper may request to acquire primary rights at the Point of Receipt and/or Point of Delivery from Transporter.
 - (B) Transactions that are opposite to the Primary Receipt-to-Delivery Flow Path are distinguished from the Shipper's Primary Capacity and shall be scheduled as Secondary Capacity up to the Shipper's MDO.
 - (C) Segmentation transactions entirely outside the Primary Receipt-to-Delivery Flow Path are to be scheduled as Secondary.
 - (D) Scheduled quantities on any Segment in excess of the Agreement MDQ shall be invoiced as Authorized Overrun.
 - (E) Both releasing and replacement Shippers may utilize Secondary Capacity. Based on their Capacity Release contract MDQs, Secondary Capacity on a Segment shall be allocated on a pro rata basis between the Releasing and Replacement Shippers up to the original contractual MDQ. Capacity utilized above the Secondary Capacity allocation shall be allocated and invoiced as Authorized Overrun.

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Original Sheet No. 63B Original Sheet No. 63B

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6. OFF-SYSTEM CAPACITY (Continued)

6.2 (Continued)

- (a) Any off-system capacity acquired by Transporter for the benefit of a Shipper(s) which is not used by that Shipper(s) shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges as described below, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.
 - If on any Day, Transporter schedules for the benefit of a Shipper(s) from/to Secondary or Segmented Point(s), on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party reservation rate. The third party reservation rate shall be calculated by converting the applicable third party's reservation rate to a daily rate using the same method as defined in Note 2 on the Schedule of Rates To Be Charged. If on any Day, Transporter schedules interruptible transportation from/to point(s) on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party interruptible rate. The third party interruptible rate shall be the equivalent of the applicable third party reservation rate. In addition, for both such firm and interruptible quantities scheduled, Shipper shall pay any other charges specifically incurred by Transporter related to the applicable off-system capacity as a result of the Shipper's transportation on the off-system capacity for that Day, e.g., commodity charges, surcharges, additional reservation charges (due for example because of a higher rate at non-primary points), out-of-zone charges, FL&U charges, compression fees, etc.; provided however, Shipper shall not be required to pay for any penalties assessed to Transporter by the off-system pipeline for activities that were beyond the control of the Shipper.

FERC Docket: RP10-491-000

First Revised Sheet No. 63B First Revised Sheet No. 63B

Superseding: Original Sheet No. 63B

GENERAL TERMS AND CONDITIONS (Continued)

OPERATING PROVISIONS

8.1 FIRM SERVICE

- (c) Segmentation of Capacity (Continued)
 - (iii) Implementation of Segmentation (Continued)
 - (F) A firm Shipper (or a Releasing Shipper and a Replacement Shipper participating in a capacity release) may segment its capacity by simultaneously transporting its full MDQ in a forward haul and its full MDQ in a backhaul (opposite to the Primary Receipt-to-Delivery Flow Path) to the same delivery point.
 - (G) Control of Segmentation. In addition to the prerequisites established in Section 8.1(c)(ii), Transporter reserves the right at any time to control or restrict Segmentation when, in Transporter's sole discretion, such Segmentation would result in a degradation of service or pose a threat to the sound operation of Transporter's system. Such control or restriction may be necessary to ensure that critically sourced Gas is available when and where it is needed during times of normal, as well as critical operations. Such control will be effected through the issuance of Operational Flow Orders.
 - (iv) Shipper may Nominate Segmented transactions at any time. Shipper utilizing Segmentation Point(s) shall pay the maximum R1 rate and commodity rate under Rate Schedule FT for the portion of Shipper's quantities utilizing Segmentation Points, unless Shipper has requested and been granted a discount pursuant to Section 3.10 of Rate Schedule FT, or Shipper's Agreement provides otherwise. Such adjustment shall not cause a Reservation Rate to be greater than the maximum or less than the minimum rate applicable to Rate Schedule FT. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Agreement. Shipper's entitlements at the existing Primary Points of Receipt and/or Delivery are not affected by Segmentation.

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Original Sheet No. 63C Original Sheet No. 63C

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 6. OFF-SYSTEM CAPACITY (Continued)

6.2 (a) (Continued)

- (ii) If Transporter holds more than one off-system contract with a third party, Transporter shall determine the third party reservation and commodity rates to be billed for secondary and/or interruptible service using the method described below. Such third party rates shall be determined by calculating a monthly weighted average rate based on the rates paid and the contract/reservation quantities invoiced Transporter by the third party. The calculated weighted average rate will then be multiplied by the secondary and/or interruptible transport quantity to determine the third party charges. The sum of the third party charges, commodity charges and applicable surcharges, as described in Section 6.2(a) will be included on Shipper's monthly invoice as Third Party Charges, if applicable.
- (iii) Transporter shall post the third party rates for all offsystem locations and any applicable FL&U reimbursement charges on its electronic bulletin board.

FERC Docket: RP10-491-000

Second Revised Sheet No. 63C Second Revised Sheet No. 63C

Superseding: First Revised Sheet No. 63C

GENERAL TERMS AND CONDITIONS (Continued)

OPERATING PROVISIONS

- 8.1 FIRM SERVICE (Continued)
 - (d) Primary, Flow Path Secondary and Secondary Scheduling
 - (i) Transportation Service at and between the Primary Point(s) of Receipt and Delivery up to Shipper's Maximum Delivery Quantity shall be considered firm, and is not subject to interruption or curtailment by Transporter except as otherwise provided in this Tariff.
 - (ii) Transportation Service utilizing Flow Path Secondary or Secondary Capacity shall be scheduled, subject to capacity availability, pursuant to Section 4 of the General Terms and Conditions.
 - (iii) Revision of Primary Points. Pursuant to the provisions of Section 4 of the General Terms and Conditions, Shipper may request changes in Primary Point(s) of Receipt and/or Delivery. Requests for such changes shall be made in writing no less than 20 days prior to the Day on which Shipper desires such change to be effective. Transporter shall grant such changes if capacity is available, and the change can be made without adversely affecting system operations or other firm obligations at the new or existing Primary Point and if Shipper is not subject to an Incremental Rate at the Primary Point(s). Any changes in Point(s) of Receipt and/or Delivery shall result in a corresponding one-for-one reduction in quantities at the existing Point(s) of Receipt and/or Delivery.
 - (iv) Secondary Points. Shipper may Nominate for Transportation Service at Secondary Point(s) outside of the Primary Receipt-to-Delivery Flow Path. The Secondary Point(s) may be any Point(s) of Receipt and/or Point(s) of Delivery. Shipper utilizing Secondary Point(s) shall pay the maximum Reservation and, if applicable, Incremental Rate and Commodity Rates under this Rate Schedule for the portion of Shipper's quantities utilizing Secondary Point(s), unless otherwise agreed by Transporter. In no event shall Shipper be entitled to more Transportation Service than is provided for under the Agreement. Shippers Nominating at Secondary Point(s) where Shippers Primary Point(s) are subject to an Incremental Rate shall remain subject to the Incremental Rate for Transportation Service at the Secondary Point(s).

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Tenth Revised Sheet No. 64 Tenth Revised Sheet No. 64

Superseding: Ninth Revised Sheet No. 64

GENERAL TERMS AND CONDITIONS (Continued)

8. OPERATING PROVISIONS

8.2 INTERRUPTIBLE SERVICE

- (a) Request for Transportation Service: To qualify for service pursuant to Rate Schedule IT, a potential Shipper shall make a complete Request for Transportation Service pursuant to the provisions set forth in Section 4 of the General Terms and Conditions.
- (b) Rates of Flow. At each Point of Receipt and Point of Delivery, each Party shall use its best efforts to Tender Gas, or cause Gas to be Tendered, at reasonably uniform hourly and Daily rates of flow.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 64A Fifth Revised Sheet No. 64A

Superseding: Fourth Revised Sheet No. 64A

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE

- 9.1 Purpose. This Section sets forth the specific terms and conditions applicable to Transporter's capacity release program.
- 9.2 Applicability. This Section 9 is applicable to any Releasing Shipper(s) or any Replacement Shipper(s) who elect to release all or a portion of its firm capacity under Rate Schedule FT. Releasing Shipper(s) as defined in Section 1 of these General Terms and Conditions shall have the right to release, on a permanent or temporary basis, any portion of its firm capacity rights held under a Transportation Service Agreement with Transporter, but only to the extent that the capacity so released is acquired by another Shipper pursuant to this Section 9. Replacement Capacity Agreements based on a volumetric Reservation Rate are not subject to further release.
- 9.3 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned on the basis of an open season or prearrangement in accordance with the procedures of this Section 9 and, where appropriate, the applicable NAESB Standards.
- Qualification for Participation in the Capacity Release Program. Any party, whether seeking to acquire capacity under bid or a prearranged release, must be prequalified by Transporter prior to submitting a bid for released capacity. To be prequalified, a Shipper must satisfy the creditworthiness requirements of Section 4.13 of the General Terms and Conditions. Notwithstanding such qualification to participate in the capacity release program, Transporter does not guarantee the payment of any outstanding amounts by a Replacement Shipper.
- 9.5 (a) Releases Assigned On the Basis of An Open Season. A Shipper electing to release capacity on the basis of an open season must post notice of release on Transporter's electronic bulletin board pursuant to Section 9.7 hereof. Such notice shall be posted upon receipt unless Releasing Shipper requests otherwise.
 - (b) Releasing Shipper may determine the posting date and length of the open season; however, the minimum posting requirements and duration of open season where the release is subject to special terms and/or conditions, or Releasing Shipper's non-standard bid evaluation criteria (as detailed in Section 9.11(d)(iv)) shall comply with the following schedule:

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Superseding: Fifth Revised Sheet No. 64B

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

Posting Requirements for Releases subject to special terms and/or conditions, or Releasing Shipper's non-standard Bid Evaluation Criteria:

Length of Release		Open Season	Open Season Commences (Note 2)	Match Offer
1 Month or less	1	Business Day	2 Business Days before Nomina- tions are due pursuant to Section 6 hereof	N/A
More than 1 Month but less than 3 Months	1	Business Day	3 Business Days before Nomina- tions are due pursuant to Section 6 hereof	1 Business Day
3 Months or more but less than 1 Year	4	Business Days	10 Business Days before Nomina- tions are due pursuant to Section 6 hereof	2 Business Days
1 Year or more	12	Business Days	24 Business Days before Nomina- tions are due pursuant to Section 6 hereof	4 Business Days

NOTES:

- (1) Posting of Notices of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.
- (2) If a Releasing Shipper agrees to accept a contingent bid pursuant to Section 9.7(p), the beginning of the open season shall start earlier by one Business Day.

FERC Docket: RP10-491-000

Eighth Revised Sheet No. 64C Eighth Revised Sheet No. 64C

Superseding: Seventh Revised Sheet No. 64C

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

9.5 (Continued)

(c) Pursuant to NAESB Standard 5.3.2, as modified by FERC Order No. 712, the following Capacity Release timeline (NAESB Timeline) is applicable to all parties involved in the Capacity Release process; however, it is only applicable if 1) all information provided by the parties to the transaction is valid and the acquiring Shipper has been determined to be credit worthy before the capacity release bid is tendered and 2) there are no special terms or conditions of the release. Furthermore, the release must comply with the Bid Evaluation Methods described in Section 9.11(d)(i) through (iii), hereof (Note 1):

For biddable releases (one (1) year or less):

- (i) offers should be tendered by 12:00 p.m. on a Business Day;
- (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (iii) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (iv) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (v) 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)

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Sixth Revised Sheet No. 64D Sixth Revised Sheet No. 64D

Superseding: Fifth Revised Sheet No. 64D

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued) 9.5 (c) (Continued)

For biddable releases (more than one (1) year):

- (vi) offers should be tendered by 12:00 p.m. four Business Days before award;
- (vii) open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- (viii) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;
- (ix) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (x) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (xi) 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 non-biddable releases:

(xii) 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 at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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Fifth Revised Sheet No. 64E Fifth Revised Sheet No. 64E

Superseding: Fourth Revised Sheet No. 64E

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued) 9.5 (c) (Continued)

(xiii) Evening Cycle

- posting of prearranged deals not subject to bid
 are due by 5:00 p.m.;
- 2. 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)

(xiv) Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- 2. 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)

(xv) Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- 2. 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)
- NOTE: (1) Posting of Notices of Release (either under an open season or a prearranged release) is subject to review by Transporter for accuracy, completeness, and validity before being posted.

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Sixth Revised Sheet No. 64F Sixth Revised Sheet No. 64F

Superseding: Fifth Revised Sheet No. 64F

- 9. CAPACITY RELEASE (Continued)
 - 9.6 Prearranged Releases. A Shipper electing to release capacity on the basis of a prearranged release must post notice on Transporter's electronic bulletin board pursuant to Section 9.8 herein.
 - (a) No open season is required for a prearranged release which meets all of the terms of the release and is: (1) a release for more than one Year at the maximum Reservation Rate under the applicable Tariff rate schedule; (2) a release for any period of thirty-one Days or less; (3) a release to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or (4) a release to a marketer participating in a stateregulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8. All other prearranged releases shall be subject to an open season requirement contained in Section 9.5 hereof.
 - (b) A Releasing Shipper may not rerelease capacity that is a rollover or extension of a release of thirty-one Days or less to the same Replacement Shipper until twenty-eight Days after the first release period has ended. The 28-Day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in this Section 9.6.
 - (c) A Shipper electing to release capacity on prearranged basis not subject to an open season must post the notice of release on Transporter's electronic bulletin board or submit its notice via an EDI upload utilizing the data sets included in the NAESB Standards pursuant to the timeline for non-biddable releases in Sections 9.5 (b) (xii) (xv).
 - (d) Any capacity release transactions effectuated during the period between July 30, 2008 and November 21, 2008, shall be grandfathered and shall not be required to comply with the requirement of 18 C.F.R. 284.8(b)(2), that releases with a rate greater than the maximum rate must take effect on or before one year from the date on which the pipeline is notified of the release.

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Seventh Revised Sheet No. 64G Seventh Revised Sheet No. 64G

Superseding: Sixth Revised Sheet No. 64G

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

- 9.7 Capacity Release On An Open Season Basis. Any Shipper holding capacity rights subject to this Section 9 who desires to release such firm capacity on an Open Season Basis shall deliver notice via Transporter's electronic bulletin board which shall contain the following:
 - (a) Releasing Shipper's legal name, contract number, and the name of the individual responsible for authorizing the release of capacity;
 - (b) pursuant to GISB Standard 5.3.29, the basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. Accordingly, the Releasing Shipper's notice must include the maximum and minimum quantity of firm daily capacity which the Releasing Shipper desires to release, stated in Dth per Day;
 - (c) the Primary Point(s) of Receipt and Delivery at which the Releasing Shipper will release capacity and the firm capacity to be released at each such point;
 - (d) whether capacity will be released on a recallable or a recallable and reputtable (returned to the Replacement Shipper) basis (subject to minimum terms and conditions in Section 9.12). Recall and reput terms must be objectively stated, nondiscriminatory, and applicable to all bidders. A Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
 - (e) the requested effective date and the term of the release (minimum term of release is one Day);
 - (f) whether the Releasing Shipper is willing to consider release for a shorter time period than that specified in (e) above, and, if so, the minimum acceptable period of release;

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Sixth Revised Sheet No. 64H Sixth Revised Sheet No. 64H

Superseding: Fifth Revised Sheet No. 64H

- 9. CAPACITY RELEASE (Continued)
 - 9.7 Capacity Release On An Open Season Basis (Contd.)
 - (g) whether the Releasing Shipper desires bids for the released capacity to be stated in a dollar amount per Dth or as a percentage of Transporter's maximum Reservation Rate as in effect from time to time; in conformance with NAESB Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this choice. Once the choice is made by the Releasing Shipper, the bids should comport with the choice.
 - (h) whether the Releasing Shipper desires to release capacity on a volumetric Reservation Rate Basis, and, if so, the minimum acceptable rate and, if applicable, any minimum volumetric load factor commitment. (Capacity releases made on a volumetric rate basis cannot be rereleased by the Replacement Shipper);
 - (i) the applicable maximum Reservation Rate for capacity being released as shown on Transporter's Statement of Rates;
 - (j) if Releasing Shipper is willing to consider releasing capacity at less than maximum Reservation Rate stated in (i) above, and if so, the minimum Reservation Rate Releasing Shipper is willing to accept;
 - (k) For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff Reservation Rate and all Reservation surcharges, expressed as a total number (NAESB Standard 5.3.27).
 - (1) whether the Releasing Shipper wants Transporter to market the capacity in accordance with Section 9.17 hereof;
 - (m) for releases posted to comply with the NAESB Timeline as shown in Section 9.5(c) hereof, the Releasing Shipper shall select one of the following bid evaluation methods which are described more fully in Section 9.11(d):
 - (i) Present Value
 - (ii) Highest Rate
 - (iii) Net Revenue

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Superseding: Third Revised Sheet No. 64I

- 9. CAPACITY RELEASE (Continued)
 - 9.7 Capacity Release On An Open Season Basis (Contd.)
 - (n) In lieu of the methods described in Section 9.7(m) above, the Releasing Shipper may provide its own nondiscriminatory bid evaluation criteria; except that Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation method. However, Transporter is not obligated to comply with the NAESB Timeline shown in Section 9.5(c), hereof, if one of the methods shown in Section 9.7(m) is not chosen. In that case, Transporter shall apply the timeline for releases subject to special terms and/or conditions, contained in Section 9.5(b) above.
 - (o) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff or by the Releasing Shipper, if Releasing Shipper requests a longer open season or an earlier posting than is required in Section 9.5). After the open season has commenced, a Releasing Shipper cannot specify the extension of an open season bid period without posting a new release;
 - (p) whether the Releasing Shipper is willing to accept contingent bids;
 - (q) Releasing Shipper shall elect one of the following:
 - (i) establish minimum terms of the release and display them on the electronic bulletin board; or
 - (ii) establish minimum terms of the release and keep such terms confidential (i.e., not post them on the electronic bulletin board) but Bidding Shippers will be informed on the electronic bulletin board that minimums have been established;
 - (iii) establish no minimum terms; Releasing Shipper will accept highest bid received for the release.
 - (r) any other applicable conditions of the release.

FERC Docket: RP10-491-000

Second Revised Sheet No. 64J Second Revised Sheet No. 64J

Superseding: First Revised Sheet No. 64J

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

- 9.8 Capacity Release on a Prearranged Basis. The Releasing Shipper shall deliver a notice of a prearranged release via Transporter's electronic bulletin board or via an electronic data interchange (EDI) upload of the prearranged deal utilizing the GISB Standard data sets. Likewise, the prearranged Shipper must confirm its bid electronically either interactively on the electronic bulletin board or via an EDI upload of the confirmation utilizing the GISB Standard data sets. The offer upload bidder confirmation and quick response process should support the association of a replacement capacity contract with another contract for balancing or related purposes. The support for this process between parties should be on a mutually agreeable basis. (GISB Standards 5.3.30) The electronic bulletin board notice shall set forth the following information:
 - (a) all the items contained in Section 9.7 hereof required to define a prearranged release;
 - (b) prearranged Shipper's legal name, address, and the name of the individual responsible for authorizing the bid for the prearranged release;
 - (c) the term of the proposed acquisition of capacity by prearranged Shipper (minimum term of any release is one Day);
 - (d) the Reservation Rate, expressed as a daily rate (dollars and cents) or percentage of the maximum Reservation Rate, as specified by Releasing Shipper, the prearranged Shipper has agreed to pay for the released capacity and any minimum volumetric load factor, if applicable. In conformance with GISB Standard 5.3.26, Releasing Shipper has choice to specify dollars and cents or percents of maximum Tariff rate in the denomination of bids and Transporter shall support this. Once the choice is made by the Releasing Shipper, the bids should comport with the choice. If capacity is released on a volumetric Rate basis, it cannot be rereleased by the Replacement Shipper.

For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff Reservation Rate and all reservation surcharges, expressed as a total number (NAESB Standard 5.3.27).

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- 9. CAPACITY RELEASE (Continued)
 - 9.8 Capacity Release on a Prearranged Basis (Continued)
 - (e) Pursuant to NAESB Standard 5.3.29, the basis for released quantity should be per Day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity. Accordingly, Releasing Shipper's notice must include the capacity which the prearranged Shipper has agreed to acquire stated in Dth per Day;
 - (f) whether or not the prearranged Shipper is an affiliate of the Releasing Shipper or Transporter;
 - (g) whether or not the prearranged Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;
 - (h) the time and date the notice is to be posted on Transporter's electronic bulletin board. Release notice will be posted upon receipt unless otherwise requested by Releasing Shipper (open season dates will be posted by Transporter based on the requirements of Section 9.5 of this Tariff, if applicable, or by Releasing Shipper, if Releasing Shipper requests a longer open season than the minimum required in Section 9.5 herein).
 - Releasing Shipper cannot allow extension of time provided for the prearranged Shipper to match a higher bid (matching period as described in the timelines in Section 9.5 hereof) without posting a new release;
 - (i) any other applicable conditions of the prearranged release.
 - 9.9 Term of Released Capacity. The term of any release of firm capacity shall not exceed the term of the Transportation Service Agreement or Replacement Capacity Agreement under which the release occurs, nor shall it be less than one Day.

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Superseding: Second Revised Sheet No. 64L

- 9. CAPACITY RELEASE (Continued)
 - 9.10 Bids for Released Capacity Subject to Open Season. A bid may be submitted to Transporter by a Bidding Shipper at any time during the open season via Transporter's electronic bulletin board. The Bidding Shipper (or party subject to a prearranged release) must have met the creditworthiness provisions of Transporter's Tariff pursuant to Section 9.4 hereof.
 - (a) Each bid for released capacity must include the following:
 - (i) Bidding Shipper's legal name and the name of the individual responsible for authorizing the bid;
 - (ii) the term of the proposed acquisition;
 - (iii) the maximum Reservation Rate, expressed as a daily rate (dollars and cents) or percentage of the maximum Reservation Rate, as appropriate, or maximum volumetric Rate (either dollars or percent, as specified by Releasing Shipper) Bidding Shipper is willing to pay for the released capacity. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the Tariff Reservation Rate and all Reservation surcharges, expressed as a total number (NAESB Standard 5.3.27);
 - (iv) the capacity desired at Primary Points of Receipt and Primary Points of Delivery;
 - (v) For Segmented Capacity Release requests, the prerequisites and requirements of Section 8.1(c) must be met.
 - (vi) whether or not the Bidding Shipper is an affiliate of the Releasing Shipper or Transporter;
 - (vii) for prearranged releases, whether or not the Bidding Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect;
 - (viii) any other information requested in the notice of release posted on Transporter's electronic bulletin board;

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Superseding: First Revised Sheet No. 64M

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

- 9.10 (a) Bids for Released Capacity Subject to Open Season (Continued) (ix) whether or not the Bidding Shipper will meet all other terms of release (if there are any); and
 - (x) the time and date the bid was submitted to Transporter for posting on Transporter's electronic bulletin board.
 - (b) All valid and complete bid(s) received by Transporter during the open season as detailed in Section 9.5 hereof shall be posted on Transporter's electronic bulletin board. The identity of the Bidding Shipper(s) will not be posted, but all other terms of the bid(s) will be posted on Transporter's electronic bulletin board or will be available via EDI utilizing the NAESB Standard data sets.
 - (c) Except as stated in this Section 9.10(c), a Bidding Shipper may not bid a Reservation Rate less than the minimum Reservation Rate nor more than the maximum Reservation Rate applicable to the appropriate rate schedule, nor may the capacity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
 - (d) A Bidding Shipper may withdraw its bid any time prior to the expiration of the open season but may not resubmit a bid for the same release at an equal or lower rate. Bids may be withdrawn in writing, interactively via the electronic bulletin board or via an electronic data interchange (EDI) upload utilizing the NAESB Standard data set.
 - (e) A Bidding Shipper may only have one bid pending for a capacity release transaction at any one time.
 - (f) All bids pending at the expiration of the open season shall be binding upon the Bidding Shipper(s). Further, the Bidding Shipper(s) agrees that its bid will constitute a binding agreement if the Bidding Shipper is awarded the released capacity pursuant to this Section 9.
 - (g) Bids shall be binding until written or electronic notice of withdrawal is received by Transporter (GISB Standard 5.3.13).

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Second Revised Sheet No. 64N Second Revised Sheet No. 64N

Superseding: Substitute First Revised Sheet No. 64N

- 9. CAPACITY RELEASE (Continued)
 - 9.11 Awarding of Released Capacity. Released capacity shall be awarded in accordance with this Section 9.11.
 - (a) If a Bidding Shipper's bid satisfies all terms and conditions specified in the Releasing Shipper's notice, including the posted Reservation Rate, then the capacity shall be awarded to such Bidding Shipper, and the Releasing Shipper shall not be permitted to reject such bid. If such bid was submitted in an open season relating to a prearranged release, capacity shall be awarded as described in Section 9.11(h) hereof.
 - (b) Offers shall be binding until written or electronic notice of withdrawal is received by Transporter (GISB Standard 5.3.14). Releasing Shipper(s) may withdraw their offer of release any time prior to the start of the open season, or during the open season in the event of an unexpected change in Releasing Shipper's need for the capacity being released provided, however, that the Releasing Shipper may not withdraw its offer of release, if bids have been received that meet the minimum terms of the release. The Releasing Shipper may withdraw its offer to release capacity in writing, interactively via the electronic bulletin board or via an electronic data interchange (EDI) upload utilizing the GISB Standard data set. In summary, the Releasing Shipper has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made (GISB Standard 5.3.16).
 - (c) If more than one bid is received that is equal to or exceeds all the minimum terms and conditions specified in the Releasing Shipper's notice, then the Replacement Shipper(s) shall be the Bidding Shipper(s) who offer(s) the highest bid, based on the bid evaluation methods as posted by the Releasing Shipper in its notice of release. Transporter shall evaluate and rank all bids submitted during the open season. If Bidding Shipper has made a bid based on a contingency and such contingency has not been removed by the date and time specified pursuant to the Timelines as described in Section 9.5 hereof, such bid shall be deemed withdrawn. If bids from two or more Bidding Shippers result in bids of equal value, then the capacity shall be awarded pursuant to Section 9.11(g) hereof.

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First Revised Sheet No. 640 First Revised Sheet No. 640

Superseding: Substitute Original Sheet No. 640

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

- 9.11 Awarding of Released Capacity (Continued)
 - (d) Bid Evaluation Methods. All bids received will be evaluated pursuant to one of the following methods:
 - (i) Present Value Calculation. Releasing Shipper may elect to have all bids evaluated and ranked pursuant to a Present Value Calculation, as follows:

$$1 - (1 + i)^{-n}$$
R x ----- x V = present value

 ${\tt n}$ = term of the release ${\tt R}$ = the Reservation Rate bid ${\tt V}$ = quantity stated in Dth

- (ii) Highest Rate. Releasing Shipper may elect to have bids evaluated on the basis of the highest Reservation Rate bid;
- (iii) Net Revenue. Releasing Shipper may elect to have bids evaluated on the basis of the total Reservation Rate-based revenues received over the term of the release;
- (iv) Releasing Shipper's Criteria. Releasing Shipper may at the time of posting of the notice of release specify how bids are to be evaluated to determine which offer is the best. The criteria must be objectively stated, applicable to all potential bidders, and nondiscriminatory. The criteria can contain provisions that allow for weighting of factors such as quantity, term, and rate; however, Transporter will not accept first bidder meeting minimum acceptable terms of the release as a valid bid evaluation methodology. If bid evaluation criteria are provided by the Releasing Shipper, Transporter is not obligated to comply with the NAESB Timeline as specified in Section 9.5(c), hereof, but will evaluate the bids promptly in conformance with the timeline specified in Section 9.5(b), hereof.

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Second Revised Sheet No. 64P Second Revised Sheet No. 64P

Superseding: First Revised Sheet No. 64P

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

9.11 Awarding of Released Capacity (Continued)

- (e) If bid evaluation criteria are provided by the Releasing Shipper, Transporter shall, for each bid received, calculate the total value of each bid received at the end of the open season based on the nondiscriminatory criteria provided by the Releasing Shipper. The results of this calculation shall determine each bid's total value. The bids will then be ranked by Transporter in order from the highest to the lowest total value.
- (f) For bids evaluated using any of the first three methods (9.11(d)(i) through (iii), above), Transporter shall notify the Releasing Shipper and successful bidder no later than 5:00 p.m. CCT on the Business Day before Nominations are due (as specified in Section 9.5, hereof) and the capacity shall be awarded to the successful Bidding Shipper(s) (i.e., the Replacement Shipper(s)).
- (g) If bids from two or more Bidding Shippers result in bids of the highest equal value, the first bid received of highest equal value will be awarded the capacity. When Transporter makes awards of capacity for which there have been multiple bids meeting minimum conditions, Transporter shall award the bids, best bid first, until all offered capacity is awarded (NAESB Standard 5.3.4).
- (h) With respect to a prearranged release, if no better offer (as determined above) is received during an open season or the prearranged offer is for the applicable maximum Reservation Rate under the applicable rate schedule for a term of more than one year and meets all the other terms of the release, then the prearranged Shipper shall become the Replacement Shipper for the released capacity. If a better offer is received during the open season, the prearranged Shipper shall have the time specified in Section 9.5 hereof to match that offer. If the prearranged Shipper fails to match the better offer, then the Bidding Shipper who presented the better offer, as determined above, shall become the Replacement Shipper.
- (i) A Releasing Shipper shall retain all of the capacity under the executed Transportation Service Agreement or Replacement Capacity Agreement that is not acquired by a Replacement Shipper as the result of an open season or a prearranged release.

FERC Docket: RP10-491-000

Second Revised Sheet No. 64Q Second Revised Sheet No. 64Q

Superseding: First Revised Sheet No. 64Q

- 9. CAPACITY RELEASE (Continued)
 - 9.11 Awarding of Released Capacity (Continued)
 - (j) If no bids are received which meet or exceed all of the minimum conditions specified by the Releasing Shipper, no capacity shall be awarded.
 - 9.12 Recalls and Reput of Capacity. If capacity is released subject to recall pursuant to Section 9.7(d), in addition to such other terms not inconsistent with this section as are agreed to by the Releasing Shipper and the Replacement Shipper, recall of such capacity shall be subject to the following terms and conditions:
 - (a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)
 - (1) Timely Recall Notification:
 - (i) A Releasing Shippers recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);
 - (2) Early Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
 - (3) Evening Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);
 - (4) Intraday 1 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;

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Superseding: Fourth Revised Sheet No. 65

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

9.12(a) (Continued)

- (4) Recalls and Reput of Capacity (Continued)
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (5) Intraday 2 Recall Notification:
 - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
 - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).
- (b) 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 $5:00~\rm p.m.$ and prior to $7:00~\rm a.m.$, the TSP should provide notification to all affected Replacement Shippers no later than $8:00~\rm a.m.$ after receipt of such recall notification. (Central Clock Time) (NAESB WGQ Standard 5.3.45)

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Superseding: Second Revised Sheet No. 65A

- 9. CAPACITY RELEASE (Continued)

 - using Transporter's on-line capacity release system.
 - (d) The recall notice must detail Point(s) of Receipt and Delivery and quantities being recalled. The notification may also state the length of the recall period and will also state the conditions of any reput rights of the Releasing Shipper and reput obligations of the Replacement Shipper as may have been negotiated at the time of the release (see Section 9.7(d), hereof). Unless otherwise agreed to by the Releasing Shipper and the Replacement Shipper, and Transporter is so advised, the Replacement Shipper will regain the capacity at the end of the recall period.
 - (e) In the event of an intra-day capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics (NAESB WGQ Standard 5.3.56).
 - (f) If the length of the recall period is not specified in (c) above, or unless otherwise agreed between Releasing Shipper, Replacement Shipper, and Transporter, the Releasing Shipper must notify Transporter and Replacement Shipper of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day (NAESB WGQ Standard 5.3.54).
 - (g) In the event of a reput after a recall period, the Releasing Shipper may not reput Primary Point(s) other than those originally released. When capacity is recalled, it may not be reput for the same gas day (NAESB WGQ Standard 5.3.53). Unless otherwise agreed to in the terms of the release and Transporter is advised of such condition, the Releasing Shipper may permanently retain capacity at certain Primary Points originally released.
 - (h) Transporter shall not assess penalties during non-critical periods on transactions related to quantities recalled during an intraday scheduling cycle.

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Superseding: Third Revised Sheet No. 66

- 9. CAPACITY RELEASE (Continued)
 - 9.13 Execution of Agreements or Amendments
 - (a) The successful bidder (or successful prearranged Shipper) for capacity shall become the Replacement Shipper and its bid for capacity or posting of prearranged release pursuant to Sections 9.8 and 9.10 shall be binding. The bid submitted by the Replacement Shipper as supplemented by the posting of the notice of capacity release on Transporter's electronic bulletin board shall constitute the Replacement Capacity Agreement. For all releases, the Replacement Shipper(s) will gain rights to Nominate firm capacity consistent with the Primary Receipt and Delivery Point(s), capacity, and for the term as agreed to by the Releasing Shipper and subject to all other terms of the underlying Agreement and Sections 9.7 and 9.8 herein. The Releasing Shipper(s) will relinquish its firm entitlement rights to Nominate consistent with the same terms. Replacement Shipper(s) are not permitted to change Primary Point(s) of Receipt or Delivery under the Releasing Shipper's Agreement unless the release is permanent and at maximum rates. Replacement Shippers are, however, allowed to make Nominations at Secondary Points subject to the same conditions as the underlying Agreements, including paying the maximum applicable Reservation Rate under the applicable Rate Schedule unless a discount is agreed to by Transporter.
 - (b) Where capacity has been released for the entire remaining term of the Releasing Shipper's Service Agreement, the Releasing Shipper may request Transporter to amend its Service Agreement to reflect the release of capacity. The Releasing Shipper shall remain bound by and liable for payment of the Reservation Charge under the Service Agreement unless the Replacement Shipper is paying the maximum Reservation Rate for the entire contract term, provided that any requisite consent(s) are obtained from applicable financial institution(s).
 - 9.14 Notice of Completed Transactions. Within 48 hours after the transaction commences, pursuant to Section 9.11, Transporter shall post a Notice of Completed Transaction on its electronic bulletin board for a minimum period of five Business Days. The notice shall include the following information regarding each transaction:
 - (a) the name(s) of the Releasing Shipper and the Replacement Shipper (or prearranged Shipper);
 - (b) term of release;
 - (c) Reservation Rate as bid;

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Superseding: Second Revised Sheet No. 67

- 9. CAPACITY RELEASE (Continued)
 - 9.14 Notice of Completed Transaction (continued)
 - (d) Primary Delivery Point(s);
 (e) Primary Receipt Point(s);

 - (f) capacity (Dth);
 - (g) present value of winning bid(s), if such method for bid evaluation was utilized;
 - (h) whether the capacity is recallable and reputtable and, if so, recall and reput terms;
 - (i) whether or not the Replacement Shipper is an affiliate of the Releasing Shipper or Transporter;
 - (j) whether or not the Replacement Shipper is an asset manager or a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8 and, if part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect.
 - (k) Service may begin on the initial date of the term of the release if Nominations are made timely to Transporter and are in accordance with this Tariff.
 - 9.15 Effective Date of Release and Acquisition. The effective date of the release by a Releasing Shipper and acquisition by a Replacement Shipper shall be on the date so designated in the Replacement Capacity Agreement (posted term effective date).
 - 9.16 Rates
 - (a) The Reservation Rate for any released firm capacity under Rate Schedule FT shall be the Reservation Rate bid by the Replacement Shipper. Such Reservation Rate and Reservation Surcharge(s) shall not be less than Transporter's minimum or more than Transporter's maximum Reservation Rate and Reservation Surcharge(s) under the applicable rate schedule as in effect from time to time, except as noted in Section 9.10(c) of the GT&C. For purposes of bidding and awarding, maximum/minimum rates specified by the Releasing Shipper shall include the tariff Reservation Rate and all Reservation surcharges, expressed as a total number (NAESB Standard 5.3.27).
 - (b) Replacement Shipper shall pay the applicable maximum commodity rate in addition to all other applicable charges and surcharge(s) for the service rendered unless otherwise agreed by Transporter.

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GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued) 9.16 Rates (Continued)

- (c) For releases based on a volumetric Reservation Rate, the minimum and maximum rates shall be computed by converting the Reservation Rate to a daily rate by multiplying the maximum and minimum Reservation Rate by 12 months and dividing that product by 365 days or 366 days as appropriate.
- 9.17 Marketing Fee. A Releasing Shipper may request that Transporter actively market the capacity to be released. In such event, the Releasing Shipper and Transporter shall negotiate the terms of the marketing service to be provided by Transporter and the marketing fee to be charged therefor.
- 9.18 Billing. Transporter will bill the Replacement Shipper the Reservation Charge and any applicable surcharges specified in the Replacement Capacity Agreement, and the Replacement Shipper shall pay these amounts directly to Transporter. The Releasing Shipper shall be billed the Reservation Charge and any associated surcharges pursuant to its contract, and, concurrently, Transporter will credit said bill by the Reservation Charge and applicable surcharge(s) due from the Replacement Shipper. The Releasing Shipper shall also be billed a negotiated marketing fee, if applicable, pursuant to the provisions of Section 9.17 herein. A Replacement Shipper who rereleases acquired capacity shall also pay Transporter's marketing fee, if applicable.

Transporter separately maintains Gas flows of Releasing and Replacement Shippers and will directly bill the appropriate Shipper for any overrun and imbalance charges, if applicable. Replacement Shipper shall pay the applicable Tariff maximum commodity rate and any applicable commodity surcharges for service rendered unless otherwise agreed by Transporter.

If a Replacement Shipper fails to make payment to Transporter of the Reservation Charge and any applicable Reservation surcharge(s) due as set forth in Section 12 herein, Transporter shall invoice Releasing Shipper the unpaid (1) Reservation Rates, (2) surcharges to the Reservation Rate, (3) other reservation-type charges, and (4) interest charges and late fees associated with such amounts. In addition, the Releasing Shipper may terminate the release of capacity to the Replacement Shipper if such Shipper fails to pay all of the amount of any bill for service under the Replacement Agreement when such amount is due pursuant to Section 12 herein.

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Superseding: Second Revised Sheet No. 69

GENERAL TERMS AND CONDITIONS (Continued)

9. CAPACITY RELEASE (Continued)

- 9.19 Compliance by Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will comply with the terms and conditions of Transporter's certificate of public convenience and necessity authorizing this Capacity Release Program and all applicable Commission orders and regulations. Such Replacement Shipper also agrees to be responsible to Transporter for compliance with all terms and conditions of Transporter's Tariff, as well as the terms and conditions of the Replacement Capacity Agreement.
- 9.20 Obligations of Releasing Shipper. The Releasing Shipper shall continue to be liable and responsible for all Reservation Charge(s) associated with the released capacity derived from the Reservation Charge specified in the Releasing Shipper's Service Agreement or Replacement Capacity Agreement. Rereleases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this section.
- 9.21 Refunds. In the event that the Commission orders refunds of any rate charged by Transporter, Transporter shall flow-through refunds to any Replacement Shipper to the extent such Shipper has paid a rate in excess of Transporter's applicable maximum rate. For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Shipper in any capacity release transaction with a term of one year or less which is not subject to the maximum rate limitation will be deemed to be a final rate and is not subject to refund.

FERC Docket: RP10-491-000

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GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT

10.1 Imbalance Management and Operating Tolerances

- (a) Imbalance. For purposes of this Section, "imbalance" shall mean the cumulative difference between Receipt Quantities less Fuel Reimbursement, and the quantities accepted by Shipper or Shipper's designee at the Point(s) of Delivery, resulting from current Month activity plus any beginning of Month imbalance.
- (b) Balancing Obligations. Daily and monthly balancing of Receipt Quantities and the quantities Delivered to Shipper shall be Shipper's responsibility. Transporter shall, to the extent practicable, Deliver quantities for Shipper's account concurrently with the receipt of Receipt Quantities. 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 accept at the Point(s) of Delivery on a concurrent basis. Similarly, Transporter shall not be required to make quantities available for Delivery in excess of the Receipt Quantities being Tendered by Shipper on a concurrent basis.
- (c) Operating Tolerances. Shipper and Transporter shall manage the receipts and Deliveries so that the imbalance shall be kept as near zero as practicable.
- (d) Notification. Either Party shall notify the other as soon as practicable when it becomes aware that receipts and Deliveries are not in balance. Transporter shall formally notify Shipper of allocated receipts, Deliveries, and related imbalances, by way of Transporter's Electronic Bulletin Board/Customer Information System as soon as allocated quantities are available.
- (e) Third Party Imbalance Management Services. Transporter shall accommodate third-Party Imbalance Management Services on a non-discriminatory basis as long as these services comply with applicable GISB Standards and do not adversely impact WIC's system operations. Criteria for third-Party services will include compliance with GISB Nomination and Confirmation Time Lines, and meeting Transporter credit requirements appropriate for the quantity of Shipper Imbalance Gas for which such Third Party may be responsible.

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Superseding: First Revised Sheet No. 71

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued)

- 10.1 Imbalance Management and Operating Tolerances (Continued)
 - (f) 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/or 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.
 - (g) Balancing Upon Termination. Upon termination of the Agreement, any imbalance shall be eliminated through the procedures set forth in this Section 10.
 - (h) Locations For Which Electronic Measurement Is Not Available. When measurement information is not available at a location at the time allocations are performed, quantities will be allocated as Nominated. If measurement data is received on or before the 5th Business Day of the Month following flow, daily quantities will be reallocated pursuant to the appropriate Predetermined Allocation procedure for the location. Measurement data which is received after the 5th Business Day of the Month will be used to retroactively allocate quantities at the location. Imbalances resulting from such retroactive allocations will be reflected as a beginning-of-month imbalance for the next Month on the appropriate Shipper Agreement(s).

10.2 Imbalance Adjustments

- (a) Imbalance Transfers. At the end of each Month, Transporter shall, unless otherwise agreed, review each Shipper's Agreements and will transfer imbalances among such Agreements to provide the Shipper with the lowest possible imbalance on all Agreements. Transporter will first transfer imbalances among a Shipper's Agreements under the same Rate Schedule. Thereafter, Transporter will transfer imbalances among that Shipper's Agreements under all Rate Schedules. No imbalance under any agreement will be increased as the result of a transfer.
- (b) Upon completion of imbalance transfers, Transporter shall consolidate each Shipper's remaining imbalances under all Agreements to a single net imbalance quantity for use in the Imbalance Trade process as described in paragraphs (c) and (d) below.

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Superseding: Eighth Revised Sheet No. 72

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued)

10.2 Imbalance Adjustments (Continued)

- (c) Election for Imbalance Trades. On or before the seventh (7th) Business Day of the Month following the accumulation of an imbalance, a Shipper may notify Transporter of its election to Cash Out such imbalance. Absent such election, imbalances are eligible to be posted on Transporter's Electronic Bulletin Board and/or traded with opposite imbalances held by other Shippers through the end of the Month following accumulation of such imbalances.
- (d) Imbalance Trades. The term "Imbalance Trade" shall mean the reallocation of imbalances from one Shipper to another Shipper in order to reduce the imbalances of both Shippers. Transporter shall effect an election to Trade imbalances incurred during a Month as posted and verified electronically.
 - (i) A Shipper, acting without the assistance of Transporter, may negotiate an Imbalance Trade arrangement with another Shipper.
 - (ii) Upon Shipper's designation, Transporter shall post on its electronic bulletin board the Shipper's availability to Trade imbalances. Such posting shall include the imbalance quantity available to be Traded, the Shippers' contact name(s) and phone number(s) and any special conditions. Such posting may be made through the last Day of the Month following the Month of Gas flow.
 - (iii) Shippers shall negotiate the terms of any Trades among themselves.
 - (iv) Shippers Trading imbalances must electronically notify Transporter of their Trade no later than the last Business Day of the Month following the Month in which the imbalance to be Traded was created.

FERC Docket: RP10-491-000

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Superseding: Fourth Revised Sheet No. 72A

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued)
10.3 Cash Out (Continued)

(b) Determination of Cash Out Liabilities

- (i) Shipper shall not be subject to Cash Out Penalty if the imbalance occurs at an interconnection between Transporter's system and another interstate pipeline, and Shipper is not at fault for the imbalance.
- (ii) Imbalances for which the Shipper has not elected to be held open for Trade shall be valued at the Cash Out Index Price for the Month that the imbalance accumulated. The Cash Out Index Price for imbalances that were held open for Trade shall be valued at the higher of the accumulation Month or the Trade Month for imbalances due Transporter and the lower of the accumulation Month or the Trade Month for imbalances due the Shipper.
- (iii) Cash Outs shall be priced at the following premium or discount from the Cash Out Index Price. The imbalance percentage shall be determined by comparing the size of the imbalance to the larger of total Receipt or total Delivery Quantities for the Agreement under which the imbalance is being Cashed Out. The imbalance percentage for remaining Trade imbalances will be as determined in the Month that the imbalance accumulated. The appropriate Cash Out Index Price shall be subject to a premium for quantities owed to Transporter and subject to a discount for quantities owed to Shipper.

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Fifth Revised Sheet No. 72B Fifth Revised Sheet No. 72B

Superseding: Fourth Revised Sheet No. 72B

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued) 10.3 Cash Out (Continued)

(b) Determination of Cash Out Liabilities (Continued)

Imbalance	Cash Out Index Price
Percent	Premium/Discount Percent
0 - 5%	0%
> 5% - 10%	10%
>10% - 15%	15%
>15% - 20%	20%
>20%	25%

- (iv) Shipper's final imbalance on any Agreement shall be Cashed Out at a price calculated by multiplying the final imbalance by the applicable rate as determined above.
- (v) Transporter shall pay or credit the account, as appropriate, of Shipper for any Cash Out amounts due Shipper.
- (vi) Shipper shall pay Transporter for any Cash Out amounts due Transporter.
- (vii) Upon payment of the appropriate Cash Outs amounts, the final imbalance under the affected Agreement will be reduced to zero effective at the end of the Month in which the imbalance occurred.
- (viii) Within 90 days, penalties that are in excess of Transporter's Gas costs and administrative costs that are received by Transporter pursuant to the operation of this Section 10.3, shall be credited to Transporter's firm and interruptible transportation Shippers on a pro rata basis in accordance with the quantities transported for each Shipper.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 72C Fifth Revised Sheet No. 72C

Superseding: Fourth Revised Sheet No. 72C

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued)

- 10.4 Determination of Deliveries. At each Point of Receipt or Delivery, quantities shall be based upon an allocation procedure. Quantities shall mean quantities Nominated by Shipper and scheduled and confirmed by Transporter pursuant to Section 6.
 - (a) At each Point of Receipt and Point of Delivery, Transporter shall reach agreement with the Interconnecting Party as to the Predetermined Allocation Agreement (PDA) to be used.
 - PDAs shall be established using the allocation methodologies and criteria set forth in the GISB Standards.
 - (ii) PDAs for each Gas Day shall be agreed to prior to Gas flow. To the extent possible, changes to PDAs during a calendar Month shall be minimized or avoided.
 - (iii) Transporter shall post via Electronic Transmission the PDA methodology to be used at each Point of Receipt and Point of Delivery.
 - (iv) In the event that less than Confirmed Nominations are to be allocated, Transporter shall use the ranks provided in the affected Nominations to determine Shipper priorities to the extent that use of such rank is not in conflict with other provisions of this Tariff.
 - (v) Transporter may enter into Operational Balancing Agreements (OBA) at Points of Receipt and Delivery with the Interconnecting Party. An OBA is a contract between Transporter and an interconnected operator which specifies the procedures to manage operating variances at an interconnect. (GISB Definition 2.2.1) Such OBAs provide for the allocation of Confirmed Nominations to the Shippers' accounts with any operational variances allocated to the OBA. The form of agreement used by Transporter follows the format of the Model OBA developed by GISB. Locations covered by an effective OBA do not require an additional PDA.
 - (vi) Transporter shall not be liable for any damages which may directly or indirectly result from Transporter's implementing the allocation procedures set forth in this Section, so long as Transporter complies with the provisions of this Section 10.4 of these General Terms and Conditions.

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Second Revised Sheet No. 72D Second Revised Sheet No. 72D

Superseding: First Revised Sheet No. 72D

GENERAL TERMS AND CONDITIONS (Continued)

10. IMBALANCE MANAGEMENT (Continued)
10.4 Determination of Deliveries (Continued)

- (b) Absent agreement to a PDA methodology, quantities at each Point of Receipt or Delivery shall be allocated pro rata based on scheduled quantities.
- (c) The timing for reporting daily operational allocations after the Gas has flowed is within one Business Day after end of Gas Day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity should be used for the daily operational allocation.
 - (i) The responsibility for calculation and reporting of allocated quantities should rest with the party responsible for accepting GISB allocation types. The party receiving Nominations should provide allocation statements (GISB Standard 2.3.22).
 - (ii) In most cases, allocations shall be final as posted. However, during any Month, an adjustment to a previous Day's PDA shall be permitted by Transporter only if all affected parties (including Transporter) consent in writing to the adjustment. Such adjustments shall be permitted through the fifth Day of the following Month.
- (d) Transporter's PDA and Shipper Imbalance communication provided via EDM shall conform to the requirements of the Data Dictionary standards as referenced below.
 - (i) Predetermined Allocation as set forth in GISB Standard 2.4.1.
 - (ii) Allocation as set forth in GISB Standard 2.4.3.
 - (iii) Shipper Imbalance as set forth in GISB Standard 2.4.4.

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GENERAL TERMS AND CONDITIONS (Continued)

- 10. IMBALANCE MANAGEMENT (Continued)
 - 10.2 Imbalance Adjustments (Continued)
 (d) Imbalance Trades (Continued)
 - (v) Only Trades which have the effect of reducing a Shipper's imbalances are permitted (i.e., the maximum quantity which may be Traded is the smaller of the excess or shortfall under the Shipper's Agreements affected by the Trade).
 - (vi) Transporter shall permit Trade arrangements at no additional cost to the Shippers.
 - (vii) After completion of all Trade transactions, Transporter shall apply the Traded imbalance quantities to Shipper's original Agreement-level imbalances. Agreements with the largest percentage imbalances (see Section 10.3 below for percentage calculation) shall be credited with Trade quantities first. Trade quantities shall be applied to Agreement-level imbalances until the Trade quantities have been fully allocated.
 - 10.3 Cash Out. All remaining imbalances shall be subject to the following Cash Out provisions.
 - (a) Determination of Cash Out Quantities. The term "Cash Out" shall refer to the application of a market-related rate to an end-of-month imbalance pursuant to this Section 10. Application of the Cash Out process will result in a monetary value due to the Shipper or Transporter which upon payment, will result in reduction of the imbalance to zero.
 - (i) Transporter shall determine the imbalance quantity applicable to each Agreement through the last Day of the Month.
 - (ii) Shippers shall have the opportunity to reduce the end-of-month imbalances to the extent practicable pursuant to this Section 10. Such reductions, if any, shall determine a final imbalance for each Agreement.
 - (iii) Transporter and Shipper shall Cash Out by applying the Cash Out Index Price to the final imbalance quantity.

FERC Docket: RP10-491-000

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Superseding: Third Revised Sheet No. 73

GENERAL TERMS AND CONDITIONS (Continued)

- 10. IMBALANCE MANAGEMENT (Continued)
 - 10.4 Determination of Deliveries (Continued)
 - (e) Allocations are considered final upon issuance of related invoices and Cash Out charges. However, should an error in the basis of an allocation be determined after final allocations have been made, the revised allocation quantity shall be attributed to the Shipper's account for the original production month. Adjustments to allocated quantities shall be made within six Months from the date of the original monthly statement, except in the case of a deliberate omission or misrepresentation or mutual mistake of fact. Parties shall have a three-month rebuttal period for any retroactive adjustments (GISB Standard 2.3.26). No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty (GISB Standard 2.3.31).

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Superseding: Second Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS (Continued)

11. SYSTEM OPERATIONAL PARAMETERS (Continued)

11.1 Operational Flow Orders

(a) An Operational Flow Order is an order issued by Transporter to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of Transporter's system or to maintain operations required to provide efficient and reliable firm service. (GISB Definition 1.2.6)

Transporter shall have the right to issue Operational Flow Orders ("OFO"). OFOs may be issued to any Shipper under Rate Schedule FT.

Transporter's Operational Flow Orders, critical periods and critical notices, when issued, shall specify the conditions underlying such issuance and shall describe the specific responses required from the affected Parties. (GISB Standard 1.3.26) When such notices are issued, they shall be updated as soon as information is available stating the current status of operational variables related to the OFO including the conditions under which the OFO will be lifted.

(b) An OFO may be issued by Transporter to any Shipper under Rate Schedule FT in order for Transporter to maintain system integrity and reliability (including, but not limited to: (1) blending Gas supplies to meet minimum Gas quality specifications at Point(s) of Delivery, (2) adjusting line pack to meet minimum pressure obligations at Point(s) of Delivery, (3) adjusting Point(s) of Receipt and/or Point(s) of Delivery quantities to realize compressor minimums) or any other comparable purpose. Upon issuance of an OFO, a Shipper may be required to increase or decrease quantities Tendered at Primary Point(s) of Receipt. An OFO can also require a Shipper to take other actions that are not listed above, if necessary, for system integrity and reliability, in which case Transporter shall post via Electronic Transmission and send to the Commission an explanation and justification of the OFO (GISB Standard 1.3.34).

FERC Docket: RP10-491-000

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Superseding: Second Revised Sheet No. 75

GENERAL TERMS AND CONDITIONS (Continued)

11. SYSTEM OPERATIONAL PARAMETERS (Continued)

11.1 Operational Flow Orders

- (c) An OFO shall not specify sellers of Gas from which Shippers must purchase Gas. Additionally, an OFO shall not require a Shipper to exceed its MDQ under its Service Agreement. To the extent feasible, Transporter will endeavor to limit the scope of OFOs to Shippers causing the problem that necessitates the OFO and Shippers causing Gas to be transported in the area of Transporter's system in which there is a problem and will only extend the applicability of OFOs to other Shippers in order to preserve system integrity and reliability.
- (d) Timing. To the extent practical, Transporter will first request affected Shipper(s) to adjust Nominations to accommodate necessary operational changes. Such request will be made by Transporter as soon as practicable when operating conditions dictate a change is required. The time allowed to fully comply with any such requests before Transporter issues an OFO will depend on the particular circumstances and Transporter's ability to meet its service obligations. Normally, adjustments must be reflected in the next Nominating period. To the degree required by prudent operation of the system following a request to adjust Nominations (if any), Transporter may issue an OFO. Compliance with an OFO shall be required within a reasonable time as specified in the OFO, or if no time is specified, compliance with an OFO issued before 9:00 a.m., Central Clock Time (CCT), is expected on or before 3:00 p.m. CCT, at the location the OFO will have its effect, on the calendar day the OFO is issued. For OFOs issued after 9:00 a.m. CCT, compliance is expected on or before 11:00 a.m. CCT, at the location where the OFO will have its effect, the following calendar day. An OFO shall remain in effect until Transporter contacts Shippers (GISB Standard 1.3.26).

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Superseding: First Revised Sheet No. 76

GENERAL TERMS AND CONDITIONS (Continued)

11. SYSTEM OPERATIONAL PARAMETERS (Continued)

11.1 Operational Flow Orders (Continued)

- (e) Notification. Transporter will notify Shipper through Shipper's choice of Electronic Notice Delivery Mechanism(s) pursuant to Section 6.1(e)(iv)(2) of the General Terms and Conditions upon issuance of an OFO. The notice shall specify (i) the time and date of issuance of the notice, (ii) the actions that affected Shippers are required to take, (iii) the nature of the problem sought to be addressed, (iv) the time by which affected Shippers must comply with the OFO, (v) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO remains in effect until Transporter contacts Shippers, and (vi) any other conditions. Shipper must notify Transporter of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO.
- (f) Failure to Comply. Shipper's response to an OFO shall not be needlessly constrained by restrictions related to the submission and processing of Intraday Nominations. Shipper will be excused from complying with OFOs to the extent they are unable to comply due to force majeure as defined herein.

Otherwise, failure to comply in a timely manner (as specified in the OFO or this Section 11.1) with an OFO may result in an immediate reduction in Deliveries for the account of the noncomplying Shipper(s). In the event Shipper does not promptly or adequately respond to an OFO, Transporter shall have the right, but not the obligation, to take such remedial or corrective actions as Transporter deems prudent (including buying or selling Gas). Transporter shall be made whole by the noncomplying Shipper(s) for all remedial or corrective costs that Transporter incurs.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 77 Fourth Revised Sheet No. 77

Superseding: Third Revised Sheet No. 77

GENERAL TERMS AND CONDITIONS (Continued)

11. SYSTEM OPERATIONAL PARAMETERS (Continued)

11.1 Operational Flow Orders

(g) Liability. Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO (including, but not limited to, increased Gas supply costs), in the absence of negligence or undue discrimination by Transporter evaluated in light of the emergency conditions under which the OFO was issued.

Transporter shall not be responsible for any damages (direct or consequential) that result from any reduction in Deliveries that are occasioned by any Shipper's failure to comply promptly and fully with an OFO. The failure of any Shipper to comply in a timely manner with an OFO may, but will not necessarily, subject such Shipper to liability for other Shippers whose service may be adversely affected.

Notwithstanding the above, a Shipper who fails to comply in a timely fashion with an OFO shall hold Transporter harmless and shall indemnify Transporter for any liability which may result from or arise out of damages sustained by any other party or person due to the failure to comply.

Shipper shall not incur any charges or penalties if such charges or penalties would not have been incurred but for Shipper's compliance with an OFO.

11.2 Force Majeure

(a) Force Majeure. If by reason of an event of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to perform its obligations under an Agreement incorporating these General Terms and Conditions, other than to make payments when due, and if such Party gives notice of such event within twenty-four hours and provides full particulars of such event in writing or by electronic communication (other than telephone) after the occurrence of an event of force majeure, nonperformance of the Party giving such notice shall be excused during the continuance of such event and to the extent its performance is affected by such event. The Party claiming force majeure shall use due diligence to remedy its nonperformance with all reasonable dispatch, including the making of provision for such alternate performance as may be economical and practical.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 78 Fifth Revised Sheet No. 78

Superseding: Fourth Revised Sheet No. 78

GENERAL TERMS AND CONDITIONS (Continued)

- 11. SYSTEM OPERATIONAL PARAMETERS (Continued)
 - 11.2 Force Majeure (Continued)
 - Force Majeure Defined. Without limitation by this recital, (b) force majeure shall include acts of God; acts of a public enemy; fires; explosions; wars; earthquakes or volcanic eruptions; storms; floods; extreme cold or freezing, washouts, necessity for compliance with any court order, law regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; civil disturbances; strikes, lockouts, or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing Party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; inability of either Party to obtain necessary material, supplies, permits, or labor to perform or comply with any obligation or condition of $% \left(1\right) =\left(1\right) \left(1\right)$ this Agreement; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the Party claiming suspension. It is understood and agreed that the settlement of strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the Party having the difficulty and that the requirement pursuant to Section 11.2(a) that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other industrial disturbances by acceding to the demands of an opposing Party involved in such strike, lockout, or other industrial disturbance, when such course is inadvisable in

the discretion of the Party having the difficulty.

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Second Revised Sheet No. 78A Second Revised Sheet No. 78A

Superseding: First Revised Sheet No. 78A

GENERAL TERMS AND CONDITIONS (Continued)

- 11. SYSTEM OPERATIONAL PARAMETERS (Continued)
 - 11.2 Force Majeure (Continued)
 - Limitations. Such force majeure affecting the performance (c) hereunder by either Transporter or Shipper, however, shall not relieve such Party of liability in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve either Party from its obligations to make payments as determined hereunder. Any force majeure which results in Transporter's inability to transport all or any portion of Shipper's Gas, or any force majeure which results in Shipper's inability to Tender Gas to Transporter for transportation hereunder or any other force majeure whatsoever shall not operate to suspend or otherwise affect in any way Shipper's obligation to pay the applicable Reservation Charge, except as provided in Section 16 of the General Terms and Conditions. During any period when receipts are suspended in whole or in part due to force majeure as defined above, Transporter may use excess capacity created thereby to transport or exchange any other quantities of Gas made available to it. Such use of excess capacity shall not interfere with Shipper's right to have its Gas transported.
 - (d) Balancing Charges and Balancing Penalties. Failure of Shipper to fulfill responsibilities which contribute to imbalances pursuant to the General Terms and Conditions shall not be utilized in computing charges or penalties due to the extent that such failure is the direct result of force majeure on the system of a supplier or upstream or downstream transporter of Shipper or other force majeure situations outside the control of Shipper. Provided, however, that such force majeure shall not include failure of Gas supply for reasons other than physical impairment of facilities, and provided that the foregoing portions of this Section 11.2(d) shall be applicable only after Transporter has received actual notice of the full particulars of the nature, location and consequences of such event(s) of force majeure from Shipper or Shipper's agent.

FERC Docket: RP10-491-000

Third Revised Sheet No. 79 Third Revised Sheet No. 79

Superseding: Second Revised Sheet No. 79

GENERAL TERMS AND CONDITIONS (Continued)

12. BILLING AND PAYMENT

- 12.1 Billing. On or before the ninth (9th) Business Day of each Month, Transporter shall Render or furnish via email or other methods described in Section 12 to Shipper an invoice for the total payment due hereunder for Transportation Service during the preceding Month. Invoices shall be deemed Rendered when Transporter posts notification on its EBB that invoices are final. Shipper may also access their invoice on the Xpress system or may request to have invoices Rendered via U.S. Mail. If the Shipper elects to have invoices Rendered via U.S. Mail, then Shipper's invoice shall be deemed Rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable Service Agreement.
 - (a) A Shipper may request a complimentary e-mail notification of posting of the invoice on the EBB, provided that it is the Shipper's responsibility to maintain current e-mail information with Transporter to ensure delivery.
 - (b) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the month to be effective for the next billing cycle.
 - (c) Transporter shall accompany such invoice with a schedule showing the quantities of Gas (in Dth) received and Delivered and constituting a thermal balance (including FL&U, Gas vented, and any imbalance under Section 10 hereof). Should Transporter be unable to furnish a statement of actual quantities by the ninth (9th) Business Day of any Month, Transporter may furnish an estimated statement and make appropriate adjustments in the statement Rendered for the next succeeding Month.
 - (d) It is Transporter's intent to comply with the standards published by the North American Energy Standards Board ("NAESB"). The NAESB Standards related to this Billing and Payment section are incorporated by reference in Section 1.31, except for the following NAESB Standards incorporated verbatim:
 - 3.3.14 The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th Business Day after the end of the production Month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.

FERC Docket: RP10-491-000

Third Revised Sheet No. 80 Third Revised Sheet No. 80

Superseding: Second Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS (Continued)

12. BILLING AND PAYMENT

12.1 (d) Billing (Continued)

- 3.3.15 Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice and 7 months from date of initial sales invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.
- 3.3.16 Prior period adjustments are reported by production date, but they do not have to be invoiced separately by production Month - nor is each production Month a separate paper invoice page.
- 3.3.17 Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; 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.
- 3.3.19 If invoice is in dispute, pay portion not in dispute and provide documentation identifying basis for the dispute.
- 3.3.20 The statement of account is separate from the invoice as a transaction type.
- 3.3.21 The Statement of Account should report outstanding balances by invoice.
- 3.3.23 On the Invoicing Web page of the Customer Activities Web site, a mechanism should exist to allow for the printing and download of the Transportation Invoice for the current billing Month.

Transporter hereby incorporates the requirements of above sections into this Billing and Payment section.

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Fifth Revised Sheet No. 81 Fifth Revised Sheet No. 81

Superseding: Fourth Revised Sheet No. 81

GENERAL TERMS AND CONDITIONS (Continued)

12. BILLING AND PAYMENT

12.1(d)Billing (Continued)

When information necessary for billing purposes is in the control of a Shipper, Shipper shall furnish such information to Transporter on or before the fifth (5th) Business Day of the Month with respect to Deliveries of Gas during the previous Month. Information received after this deadline may not be included in the monthly allocation process.

12.2 Payment and Late Charge

Payment. Each Shipper shall pay Transporter in immediately available funds, at its general office or at such other address as Transporter shall designate, within 10 days of receipt of the invoice for the preceding month. Unless otherwise specified in an applicable Tariff, General Terms and Conditions, or contract, the effective payment due date of an invoice when such due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) should be the first Business Day following the due date. (NAESB Standard 3.3.25) Payment received from Shipper shall be accompanied by a payment remittance statement setting forth the total payment and amount of payment to apply to late charges pursuant to Section 12.2(b) and each outstanding invoice by invoice number. Subject to Section 12.2(b), Transporter shall apply payment per the payment remittance statement. If the invoice is in dispute, Shipper shall pay the portion not in dispute and provide documentation identifying the basis for the dispute. Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.

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Ninth Revised Sheet No. 82 Ninth Revised Sheet No. 82

Superseding: Eighth Revised Sheet No. 82

GENERAL TERMS AND CONDITIONS (Continued)

- 12. BILLING AND PAYMENT (Continued)
 - 12.2 Payment and Late Charge (Continued)
 - (b) Late Charge. Should Shipper fail to pay all of the amount of any invoice when same is due, interest on the unpaid balance shall accrue at the Commission-approved interest rate from the due date of payment to the date of actual payment. If such failure to pay continues for 30 Days after payment is due, Transporter, in addition to any other remedy it may have hereunder, may suspend Transportation Service for Shipper until such amount is paid. If Shipper, in good faith, disputes the amount of any such invoice, Shipper shall nevertheless pay to Transporter the amount of such invoice. Transporter shall not bill interest when such amount is less than \$100.

Any invoice Rendered or furnished via email or other methods described in Section 12 by Transporter which is received by Shipper after the (9th) Business Day of the Month shall not extend the time of payment of such invoice unless Transporter is responsible for such delay.

- 12.3 Estimates. At the request of either Party, the other Party will furnish an estimate by the 10th Day of each Month of billing and payment data applicable to the preceding Month.
- 12.4 Corrections. The time period for corrections to invoice or statement data shall be six (6) months from the date of the initial invoice or statement with a three (3) month rebuttal period, excluding government required rate changes. This limitation does not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this limitation. If there is a deliberate omission or misrepresentation of fact, there will be no time limit for correction of the invoice. If there has been a mutual mistake of fact, no corrections shall be made for an invoicing error unless the Party gives notice thereof within twenty-four (24) Months after the error is committed.

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 82A Seventh Revised Sheet No. 82A

Superseding: Sixth Revised Sheet No. 82A

GENERAL TERMS AND CONDITIONS (Continued)

13.FUEL AND L&U

- 13.1 The FL&U Percentage(s) shall be stated separately on the Statement of Rates in Transporter's Tariff as a Fuel Gas component and an L&U component, and shall apply to all quantities received by Transporter under all Rate Schedules (except Rate Schedule HSP-1) in this Tariff. Furthermore, the FL&U Percentages shall be stated separately for Transporter's mainline and each lateral, as applicable.
- 13.2 The FL&U Percentage(s) shall be recomputed every three months.

 Transporter shall file with the FERC the documentation supporting such quarterly recomputation. The proposed FL&U Percentage(s) shall become effective on the proposed date after appropriate FERC review and notice.
- 13.3 Fuel Gas and the L&U will be assessed as follows:
 - (a) For Shippers assessed both a Fuel Gas and L&U charge, should the sum of the Fuel Gas and the L&U components be less than zero, the FL&U Percentage shall be adjusted to zero and the quantities that would have reduced the calculation of the FL&U rates to below zero shall be excluded and applied to the calculation of the FL&U Percentage in future period(s), except as provided in Section 13.5(d) below. Such amounts will be deemed to be Excess Fuel Gas and L&U Quantities.
 - (b) For Shippers not assessed Fuel Gas pursuant to Section 13.6, the L&U Percentage shall not be less than zero. Quantities that would have reduced the calculation of the L&U percentage to below zero shall be excluded from the calculation and applied to the Fuel Gas percentage pursuant to Section 13.3(a), except as provided in Section 13.5(d) below. Such amount will be deemed to be Excess L&U Quantities.
- 13.4 The FL&U Adjustment quantity shall be calculated as a fixed ratio (FL&U Percentage) applied to all quantities received by Transporter during the effective period of the FL&U Percentages. Transporter will provide, if applicable, a fuel matrix for receipt and Delivery point combinations. Shipper should not be responsible for calculating and totaling fuel based on each zone or facility traversed. (NAESB WGQ Standard 1.3.30)

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 82B Fifth Revised Sheet No. 82B

Superseding: Fourth Revised Sheet No. 82B

GENERAL TERMS AND CONDITIONS (Continued)

13. FUEL AND L&U (Continued)

- 13.5 The FL&U Requirement shall be calculated separately for all Incremental FL&U Percentages. FL&U shall be the sum of separately stated reimbursement percentages for Fuel Gas and for L&U. The FL&U Requirement shall include the following components:
 - (a) "Projected FL&U Requirement" shall mean the quantity of Gas which is the sum of the Fuel Gas and the Lost and Unaccounted-for Gas projected by Transporter to be required to support the anticipated Transportation Service for all Shippers under all Rate Schedules during the projected period.
 - "FL&U Requirement Adjustment" for December 1, 2009 forward (b) shall mean the quantity of Gas which is the difference between: (i) the actual quantities of FL&U experienced by Transporter adjusted for anticipated changes in system operations; and (ii) the quantities of Gas retained by Transporter through application of the FL&U Percentages during the data collection period adjusted for any prior under or over-recoveries resulting from a prior true-up. Determination of the actual quantities of FL&U experienced during this period shall include an adjustment to eliminate the effect of changes in system line pack, if any. The data collection period shall be the most recent twelve months of available data ending on the last Day of the second previous Month before a FL&U Percentages filing is to be made (i.e., if the FL&U Percentages filing is to be made on October 31, the data collection period would be the previous twelve months ending on August 31).

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Ninth Revised Sheet No. 83 Ninth Revised Sheet No. 83: Suspended

Superseding: Eighth Revised Sheet No. 83

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 30. FL&U ADJUSTMENT CALCULATION AND TRACKING MECHANISM

- 30.1 The FL&U Percentage(s) shall be stated separately on the "Schedule of Rates To Be Charged" in Transporter's Tariff as a Fuel Gas component and an L&U component, and shall apply to all quantities received by Transporter under all Rate Schedules (except Rate Schedule HSP-1) in this Tariff. Furthermore, the FL&U Percentages shall be stated separately for Transporter's mainline and each lateral, as applicable.
- 30.2 The FL&U Percentage(s) shall be recomputed at least annually. Transporter shall file with the FERC the documentation supporting such recomputation on each October 31 for the recomputed proposed FL&U Percentage(s) to become effective on December 1 of that year. At its election, Transporter may also submit FL&U Percentage(s) recomputation filings more frequently than annually. Such non-annual filings shall be submitted at least 60 days prior to the proposed effective date of the proposed FL&U Percentage(s). The proposed FL&U Percentage(s) shall become effective on the proposed date after appropriate FERC review and notice.
- 30.3 Neither the Fuel or the L&U shall be less than zero.
- 30.4 The FL&U Adjustment quantity shall be calculated as a fixed ratio (FL&U Percentage) applied to all quantities received by Transporter during the effective period of the FL&U Percentages. Transporter will provide, if applicable, a fuel matrix for receipt and Delivery point combinations. Shipper should not be responsible for calculating and totaling fuel based on each zone or facility traversed. (NAESB WGQ Standard 1.3.30)

FERC Docket: RP10-491-000

Thirteenth Revised Sheet No. 83 Thirteenth Revised Sheet No. 83

Superseding: Twelfth Revised Sheet No. 83

GENERAL TERMS AND CONDITIONS (Continued)

13. FUEL AND L&U (Continued)

13.5 (Continued)

- (c) FL&U calculations shall be accomplished pursuant to NAESB WGO Standards.
 - (i) FL&U calculations shall be rounded to the nearest Dth for each Nomination transaction.
 - (ii) Balanced Nomination transactions are calculated as follows:

Receipt Quantity times (1-(FL&U Percentage/100)) equals Delivery Quantity.

- (iii) In the event of differences resulting from rounding the calculation of FL&U Adjustment, a Nomination shall not be rejected for differences less than 5 Dth (GISB Standard 1.3.29).
- (iv) FL&U Adjustment quantities have the same scheduling priority as their base Nomination (GISB Standard 1.3.31).
- (v) FL&U Percentages shall be posted by and be effective at the beginning of the Month (GISB Standard 1.3.28).
- (d) Excess Fuel Gas and L&U Quantities.
 - (i) Transporter will remit by invoice credit the value of the Excess Fuel Gas and/or L&U quantities when any of the following occur:
 - (1) The Excess Fuel Gas and/or L&U quantities exceeds 50,000 Dth; or
 - (2) There has been Excess Fuel Gas and/or L&U quantities in three consecutive Fuel Gas and L&U filings.
 - (ii) Excess Fuel Gas and/or L&U quantities will be valued at the Cash Out Index Price, as posted on Transporter's EBB, for the month the Excess Fuel Gas and/or L&U quantities are calculated and deferred.
 - (iii) Invoice credits of deferred amounts will be remitted to Shippers using an allocation based on the ratio of a Shipper's Fuel Gas and/or L&U Receipt quantities to the total Fuel Gas and/or L&U quantities receipt quantity during the Period.

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First Revised Sheet No. 83A First Revised Sheet No. 83A: Suspended

Superseding: Original Sheet No. 83A

GENERAL TERMS AND CONDITIONS

(Continued)

ARTICLE 30. (Continued)

- 30.5 The FL&U Requirement shall be calculated separately for all Incremental FL&U Percentages. FL&U shall be the sum of separately stated reimbursement percentages for Fuel Gas and for L&U. The FL&U Requirement shall include the following components:
 - (a) "Projected FL&U Requirement" shall mean the quantity of Gas which is the sum of the Fuel Gas and the Lost and Unaccounted-for Gas projected by Transporter to be required to support the anticipated Transportation Service for all Shippers under all Rate Schedules during the projected period.
 - (b) "FL&U Requirement Adjustment" shall mean the quantity of Gas which is the difference between: (i) the actual quantities of FL&U experienced by Transporter; and (ii) the quantities of Gas retained by Transporter through application of the FL&U Percentages during the data collection period. Determination of the actual quantities of FL&U experienced during this period shall include an adjustment to eliminate the effect of changes in system line pack, if any. Such data collection period shall begin the first Day of the first Month after the end of the previous data collection period. The data collection period shall end on the last Day of the second previous Month before a FL&U Percentages filing is to be made (i.e., if the FL&U Percentages filing is to be made on October 31, the data collection period would end on August 31).
 - (c) "Cost and Revenue True-up Adjustment" shall mean the underrecovered or over-recovered quantity of gas related to revenues and costs for FL&U, shrinkage, linepack adjustments, system balancing activities and other such credit/debit activity, including cash outs. The value of the Cost and Revenue True-Up Adjustment shall be determined by using Transporter's accounting practices and shall use actual prices paid or received when applicable and otherwise shall use the average Cash Out Index Price for the month to value net gas quantities. After the monthly cost and revenue activity has been accumulated, the sum of the monthly activity shall be divided by the average Cash Out Index Price for the twelve-month data collection period to derive a Cost and Revenue True-up quantity. The actual balance (positive or negative) for the data collection period shall be recouped from, or credited to, Shippers prospectively in the applicable L&U component.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 83A Fifth Revised Sheet No. 83A

Superseding: Fourth Revised Sheet No. 83A

GENERAL TERMS AND CONDITIONS (Continued)

- 13. FUEL AND L&U (Continued)
 - 13.6 Fuel Gas shall not be assessed on the following types of transactions. However, the applicable L&U charge will be assessed on these transactions unless such charge is less than zero. Such L&U charge is set forth on the Statement of Rates:
 - (a) When transportation service is provided using the displacement segments/routes identified here or on the EBB:
 - (i) Mainline (east to west) to include:
 - (1) Cheyenne to Laramie
 - (2) Laramie to Rawlins
 - (3) Rawlins to Wam-WIC and (ii) Laterals (away from Mainline) to include:
 - (1) Powder River Lateral (south to north)
 - (2) Medicine Bow Lateral (south to north)
 - (3) Echo Springs Lateral (north to south)
 - (4) Piceance Basin Lateral (north to south)
 - (5) Kanda Lateral (north to south)
 - (b) When Transportation Service is provided in the No-Fuel Wheeling Area which is located on the western portion of WIC's mainline. The No-Fuel Wheeling Area shall consist of the facilities west of Wamsutter to the western terminus of Transporter's mainline. Transportation service provided within this area that involves high pressure receipts and lower pressure deliveries will not be assessed Fuel Gas to the extent the transaction does not require the use of Transporter's compression to receive or deliver Gas. All receipt points in this area meet this requirement except as noted below.
 - (i) Baxter to WIC Compression is required for all Baxter to WIC receipts. Mainline Fuel Gas reimbursement will be assessed regardless of the nominated direction of Gas flow (east or west).
 - (ii) Piceance Lateral receipts will be subject to the Piceance Lateral Fuel Gas Adjustment or Piceance Expansion Fuel Gas Adjustment, and Piceance Lateral and Expansion L&U percentage before entering the mainline.
 - (iii) Kanda Lateral receipts will be subject to the Kanda lateral FL&U Adjustment before entering the mainline.

FERC Docket: RP10-491-000

Third Revised Sheet No. 83B Third Revised Sheet No. 83B

Superseding: Second Revised Sheet No. 83B

GENERAL TERMS AND CONDITIONS (Continued)

18. WAIVERS

- 18.1 Non-Waiver of Future Defaults. The failure of either Party hereto at any time to require performance by the other Party of any provision of the Agreement shall in no way affect the right of such Party thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.
- 18.2 Waivers of Past or Future Defaults.
 - (a) Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.

19. DESCRIPTIVE HEADINGS

The headings contained in the Transportation Service Agreement, in the applicable rate schedule, and in the General Terms and Conditions are for reference purposes only and shall not affect their meaning or interpretation.

FERC Docket: RP10-491-000

First Revised Sheet No. 83C First Revised Sheet No. 83C

Superseding: Original Sheet No. 83C

GENERAL TERMS AND CONDITIONS (Continued)

20. ELECTRONIC BULLETIN BOARD

20.1 Transporter will maintain an electronic bulletin board ("EBB"), in compliance with the FERC's Order No. 636, et al., which will provide bulletin board users with information regarding available transportation capacity, quantity imbalance, and operational and scheduling information on Transporter's transmission system. The EBB will be generally accessible to anyone having executed the appropriate Access Agreements and Forms, utilizing an IBM-compatible personal computer with Microsoft Windows operating systems, communication software provided by Transporter, and a modem with a baud rate of at least 14,400. The personal computer hardware specifications are detailed in the CIG Xpress 2.0 user's manual or can be obtained from Transporter's Transmission and Storage Department. The EBB will be accessible to anyone with the above equipment, seven days a week.

Transporter also complies with the regulatory requirements of the FERC as they relate to the provision of specific business information via electronic data interchange (EDI). Specifically, in addition to the EBB system described above, Transporter also supports the Electronic Delivery Mechanism for transfer of certain business information utilizing the EDI data sets included in the NAESB Standards.

- 20.2 Transporter shall post on its EBB all Points of Receipt and Delivery available for service.
- 20.3 Transporter shall provide on request operationally available capacity separate from unsubscribed capacity (NAESB Standard 5.3.17).
- 20.4 Capacity Release historical data shall be made available on a consistent basis from Transporter, which shall provide for retrieval of open and closed offers during the FERC archival period (NAESB Standard 5.3.20).

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Original Sheet No. 83A.01 Original Sheet No. 83A.01: Suspended

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 30. (Continued)

30.5 (Continued)

- (c) (Continued)
 - (i) For purposes of Transporter's annual filing to be effective December 1, 2007, the FL&U Requirement shall not include a Cost and Revenue True-up Adjustment. The FL&U Requirement to be effective December 1, 2008 shall include a Cost and Revenue True-up Adjustment based on a data collection period of September 1, 2007 through August 31, 2008. The data collection period for subsequent Cost and Revenue True-up Adjustments shall coincide with the data collection period for the FL&U Requirement Adjustment.
- (d) FL&U calculations shall be accomplished pursuant to NAESB WGQ Standards.
 - (i) FL&U calculations shall be rounded to the nearest Dth for each Nomination transaction.
 - (ii) Balanced Nomination transactions are calculated as follows:

Receipt Quantity times (1-(FL&U Percentage/100)) equals Delivery Quantity.

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Third Revised Sheet No. 83A.01 Third Revised Sheet No. 83A.01

Superseding: Second Revised Sheet No. 83A.01

GENERAL TERMS AND CONDITIONS (Continued)

14. PENALTIES

14.1 Penalty Provisions. Shipper will only be subject to one penalty for the same type of infraction involving any quantity of Gas in conjunction with Transportation Service provided under the General Terms and Conditions.

15. RESERVED

16. RESERVATION CHARGE CREDIT

- 16.1 No adjustments of any kind under this Section shall be required if Transporter's failure to schedule Gas is due to Shipper's failure to perform in accordance with the terms of the Agreement and the Tariff, including, but not limited to, Operational Flow Orders, failure to meet all applicable Gas quality specifications, and failure of supply, transportation, and/or market upstream of or downstream from Transporter's pipeline system.
- 16.2 Unless otherwise mutually agreed between Transporter and Shipper, no reservation charge adjustment shall be made with respect to any service nominated at Secondary or Flow Path Secondary Points of Receipt or Delivery. However, reservation charge credits shall be applicable to quantities scheduled to Points of Delivery or at Points of Receipt not listed as Primary Points of Delivery or Receipt on Shipper's Agreement, to the extent Transporter is unable to schedule Shipper's nominated and confirmed quantities due to a constraint occurring on the portion of the Primary Receipt-to-Delivery Flow Path utilized by that Shipper for that Gas Day.
- 16.3 Subject to Sections 16.1 and 16.2, if Transporter fails to schedule Shipper's nominated and confirmed quantities pursuant to Section 16.3(a), Shipper shall receive a reservation charge adjustment unless such failure to schedule results from application of the scheduling priorities described in Section 6 of the General Terms and Conditions.
 - (a) Reservation charge adjustments shall be based on the quantity Transporter fails to schedule up to Shipper's MDQ by the close of the Evening Nomination Cycle (i.e., Cycle 2), provided that Shipper's nominated, confirmed and scheduled quantities at the close of the Intraday 2 Nomination Cycle (i.e., Cycle 4) have not increased above Cycle 2 scheduled quantity levels. Should Shipper's nominated and confirmed quantities at the end of the Cycle 4 increase above Shipper's Cycle 2 nominated, confirmed and scheduled quantities, reservation charge credits will be based on Shipper's nominated, confirmed and scheduled quantities at the end of Cycle 4.

FERC Docket: RP09-148-004

Original Sheet No. 83A.01a Original Sheet No. 83A.01a

GENERAL TERMS AND CONDITIONS (Continued)

16. RESERVATION CHARGE CREDIT (Continued)

- 16.3 (b) In the event Shipper's nominated and confirmed quantities are curtailed by Transporter in the Timely Nomination Cycle (i.e., Cycle 1) and Shipper nominates the "un-scheduled" gas on a third-party pipeline, such Shipper shall receive a reservation charge adjustment for the curtailed amount. Shipper shall not be required to re-submit a nomination to Transporter in Cycle 2 to receive such reservation charge adjustment. Should Shipper's "un-scheduled" quantities be transported by Transporter in a subsequent intraday cycle, such Shipper's reservation charge adjustment will appropriately be reduced.
 - (i) Shipper shall provide a representation to Transporter that its nominated, confirmed and scheduled quantities on a third-party pipeline are the result of Transporter's inability to provide primary firm service.
- 16.4 Should Shipper be due a reservation charge adjustment, Transporter will provide a 100 percent reservation charge credit as set forth in Section 16.6 under the following circumstances:
 - (a) During non-force majeure periods when primary firm quantities are not scheduled.
 - (b) During a force majeure event, declared pursuant to Section 11.2 of the General Terms and Conditions, when primary firm quantities are not scheduled, a reservation charge adjustment shall apply beginning on the eleventh Day of the force majeure event.
- 16.5 Subject to Sections 16.1 and 16.2, the reservation charge specified in the Agreement will be fully refunded for any service failures on each Day as described in Section 16.4 by an amount equal to the product of (1) the quantity of nominated and confirmed Gas up to the Shipper's MDQ not scheduled by Transporter and (2) the rate per Dth equal to the quotient of the reservation rate in the Agreement divided by the number of applicable Days, rounded to the nearest tenth of a cent.
- 16.6 Any reservation charge adjustment due Shipper pursuant to this Section 16 shall be credited against transportation charges for a future Month, offset against other amounts owed, or refunded if the Agreement has terminated. Corrections to credited amounts shall be resolved using the dispute procedures described in Section 12 of the General Terms and Conditions.

Effective Date: 04/01/2008 Status: Suspended

FERC Docket: RP07-699-000

 $\textbf{Original Sheet No. 83A.02} \; \texttt{Original Sheet No. 83A.02} \; : \; \; \texttt{Suspended}$

GENERAL TERMS AND CONDITIONS (Continued)

ARTICLE 30. (Continued)

30.5 (Continued)

(d) (Continued)

- (iii) In the event of differences resulting from rounding the calculation of FL&U Adjustment, a Nomination shall not be rejected for differences less than 5 Dth (GISB Standard 1.3.29).
- (iv) FL&U Adjustment quantities have the same scheduling priority as their base Nomination (GISB Standard 1.3.31).
- (v) FL&U Percentages shall be posted by and be effective at the beginning of the Month (GISB Standard 1.3.28).

FERC Docket: RP10-491-000

First Revised Sheet No. 83A.02 First Revised Sheet No. 83A.02

Superseding: Substitute Original Sheet No. 83A.02

GENERAL TERMS AND CONDITIONS (Continued)

17. MISCELLANEOUS SURCHARGES

17.1 Annual Charge Adjustment Provision

- (a) Purpose. For the purpose of funding of the FERC's costs incurred in any fiscal year, this Section 17.1 establishes an Annual Charge Adjustment which shall be applicable to Transporter's Rate Schedules as set forth on the Statement of Rates.
- (b) Basis of the Annual Charge Adjustment. The Rate Schedules referred to in Section 17.1(a) shall include an increment for an Annual Charge Adjustment for the FERC's costs. Such adjustment shall be the charge factor, adjusted to Transporter's pressure base and heating value, if required, which is stated in the FERC's Annual Charges Billing. The Annual Charge Adjustment shall be reflected on the Statement of Rates.
- (c) Filing Procedure. The initial Annual Charge Adjustment or any subsequent changes in such assessment charge shall be filed by Transporter at least 30 days prior to the proposed effective date unless, for good cause shown, lesser periods are allowed by valid Commission Order.

The proposed effective date of filings shall be October ${\bf 1}$ of each calendar year.

FERC Docket: RP10-491-000

First Revised Sheet No. 83A.03 First Revised Sheet No. 83A.03

Superseding: Original Sheet No. 83A.03

GENERAL TERMS AND CONDITIONS (Continued)

17. MISCELLANEOUS SURCHARGES (Continued)

17.2 Gas Research Institute Funding

- (a) Transporter has joined with other Gas enterprises in the formation of and participation in the Gas Research Institute (GRI), an Illinois not-for-profit corporation. GRI sponsors research, development, and demonstration programs in the field of natural and manufactured Gas to assist all segments of the Gas industry in providing adequate, reliable, safe, economic, and environmentally acceptable Gas service to Gas consumers and the general public.
- (b) Pursuant to Section 1.7 of the January 21, 1998 GRI Settlement in Docket No. RP97-149-003, et al., Transporter will act as a voluntary collection agent for Shippers who voluntarily choose to support GRI programs. WIC invoices will provide notification of a "check the box" voluntary GRI contribution form which, once completed and returned to Transporter, will be billed by WIC on a monthly basis until modified or canceled by a Shipper.
- (c) All amounts collected by Transporter shall be remitted to GRI within 15 days of receipt.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 84 Fourth Revised Sheet No. 84

Superseding: Third Revised Sheet No. 84

GENERAL TERMS AND CONDITIONS (Continued)

21. AFFILIATE-RELATED INFORMATION

Shared facilities between transmission function employees of Transporter and the marketing function employees of Transporter's affiliate(s), if any, are posted on Transporter's electronic bulletin board.

22. RESERVED

23. WARRANTY

Shipper warrants for itself, its successors, and assigns, that it will have at the time of Tender of Gas for Transportation Service hereunder good title or the good right to Tender such Gas. Shipper warrants for itself, its successors, and assigns, that the Gas Shipper Tenders hereunder shall be free and clear of all liens, encumbrances, and claims whatsoever, that it will indemnify Transporter and save harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are applicable to such Tender of Gas and that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such Tender of Gas and which are by law payable by, and the obligation of, the Party making such Tender.

24. TAXES

All production (including ad valorem-type production taxes), gathering, delivery, sales, severance, or other excise taxes or assessments upon the Gas Tendered hereunder by Shipper to Transporter, which are now or hereafter in existence or authorized for collection by any state or other governmental agency or duly constituted authority, either directly or indirectly, shall be paid or caused to be paid by Shipper.

FERC Docket: RP10-491-000

Third Revised Sheet No. 85 Third Revised Sheet No. 85

Superseding: Second Revised Sheet No. 85

GENERAL TERMS AND CONDITIONS (Continued)

25. INDEMNIFICATION/LIABILITY

- 25.1 Each Party assumes full responsibility and liability arising from the installation, ownership, and operation of its pipelines and facilities and will hold the other Party harmless from any claim, loss, expense or liability (except as otherwise specifically provided in the agreement) that such Party incurs on account of such installation, ownership, and operation. However, one Party will not be liable to the other Party for, or hold the other Party harmless from, any claims, loss, expense, or liability arising out of acts or omissions of third parties when such acts or omissions are not reasonably within the first Party's control.
- 25.2 Limitation on Liability of Partner. Any claim by Shipper against Transporter which may arise hereunder shall be made only against Transporter, as a partnership and all rights to proceed against the partners therein, individually or collectively, or against their assets as a result of such claim or any obligations arising therefrom is hereby expressly waived by Shipper.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 85A Fourth Revised Sheet No. 85A

Superseding: Third Revised Sheet No. 85A

GENERAL TERMS AND CONDITIONS (Continued)

26. COMPLAINT PROCEDURES

26.1 Formal Complaints. In the event that Shipper or potential Shipper has a complaint with Transporter's handling of its Transportation Services or Requests, the Shipper or potential Shipper must provide a written description of the complaint, including, when appropriate, (1) the identification of the specific Agreement or transportation request and (2) a reference to this paragraph of the Tariff, and send to:

Wyoming Interstate Company, L.L.C. P. O. Box 1087 Colorado Springs, CO 80944 Attention: Marketing Department

Transporter shall respond initially within 48 hours and in writing within 30 days to a formal complaint.

26.2 Informal Complaints. In the event that Shipper or a potential Shipper has a complaint that it desires to handle on an informal basis by telephone with Transporter, Shipper is to call:

See "Points of Contact" in the Tariff.

Transporter shall attempt to provide a satisfactory response at the time that a Shipper or a potential Shipper calls. Should a follow-up call by Transporter be necessary or agreed upon by Shipper or a potential Shipper and Transporter at the time of the initial call, Transporter shall so respond within seven days.

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 85B Fourth Revised Sheet No. 85B

Superseding: Substitute Second Revised Sheet No. 85B

GENERAL TERMS AND CONDITIONS (Continued)

27. OPERATIONAL PURCHASES AND SALES

- 27.1 Transporter may buy and/or sell gas to the extent necessary: (i) to maintain system pressure and line pack; (ii) to balance fuel quantities; (iii) to implement the cash out of imbalances procedures contained in Section 10.3 of the General Terms and Conditions of the Tariff; and (iv) to perform other operational functions of Transporter in connection with transportation and other similar services.
- 27.2 Transporter will post its operational sales quantities for bidding on its electronic bulletin board in accordance with the applicable bidding provisions contained in Section 9 of the General Terms and Conditions of this Tariff.
- 27.3 Transporter will file a report on or before September 30 of each year reflecting the operational purchases/sales for the 12-month period ending the preceding June 30. The report will indicate the source of the operational gas purchased/sold, the date of such purchases/sales, volumes, the purchase/sale price, the costs and revenues from such purchases/sales and the disposition of the associated costs and revenues for all types of operational purchases and sales. In addition, such report shall also include an explanation of the purpose of any operational purchases/sales as well as a reconciliation and accounting of operational purchases/sales that are associated with Section 1.27 (Fuel) and Section 10.3 (Cash Out).

FERC Docket: RP10-491-000

First Revised Sheet No. 85C First Revised Sheet No. 85C Superseding: Original Sheet No. 85C

FERC Docket: RP10-491-000

First Revised Sheet No. 85D First Revised Sheet No. 85D Superseding: Original Sheet No. 85D

FERC Docket: RP10-491-000

First Revised Sheet No. 85E First Revised Sheet No. 85E Superseding: Original Sheet No. 85E

FERC Docket: RP10-491-000

First Revised Sheet No. 85F First Revised Sheet No. 85F Superseding: Original Sheet No. 85F

FERC Docket: RP10-491-000

First Revised Sheet No. 85G First Revised Sheet No. 85G

Superseding: Original Sheet No. 85G

FORMS OF SERVICE AGREEMENTS

Preliminary Statement

Pursuant to Transporter's "Tariff Name Change and Re-Organization" filing in Docket No. RP10-____; and subsequent filing pursuant to the electronic tariff requirements of Docket No. RM01-5, the pro forma service agreements contained in this Tariff are modified to reflect revised GT&C section references. (See below for the new section references.) As such, the currently Executed TSAs shall remain in effect and shall not be rendered non-conforming due to these modified references.

> Former Section Reference Current Section Reference Article 34 Article 24

Section 4.14 Section 17.1

FERC Docket: RP10-491-000

First Revised Sheet No. 86 First Revised Sheet No. 86

Superseding: Original Sheet No. 86

TRANSPORTATION SERVICE AGREEMENT - FIRM

Rate Schedule FT

between

WYOMING INTERSTATE COMPANY, L.L.C.

and

DATED:

Effective Date: 04/12/2010 Status: Effective

FERC Docket: RP10-491-000

Fourth Revised Sheet No. 87 Fourth Revised Sheet No. 87

Superseding: Third Revised Sheet No. 87

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT

The Parties identified below, in consideration of their mutual promises, agree as follows:

1.	Transporter:	WYOMING	INTERSTATE	COMPANY,	L.L.C.
----	--------------	---------	------------	----------	--------

2.	Shipper:	

- 3. Regulatory Authority: All service performed under this Agreement shall be performed pursuant to 18 CFR 284.221 authority, unless Shipper elects service to be performed pursuant to 18 CFR 284.101 (Section 311) authority. In that event, Transporter shall only accept, and Shipper shall only make, Nominations for service to be performed pursuant to 18 CFR 284.101 (Section 311) in accordance with the regulations governing the provisions of such service, and after Transporter has received an "on behalf of" letter acceptable to Transporter.
- 4. Applicable Tariff: Transporter's FERC Gas Tariff Second Revised Volume No. 2, as the same may be amended or superseded from time to time ("the Tariff").
- 5. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates, rate design and terms of service as it deems necessary, and this ("Agreement") shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
- 6. Transportation Service: Transportation Service at and between Primary Point(s) of Receipt and Primary Point(s) of Delivery shall be on a firm basis. Receipt and Delivery of quantities at Secondary Point(s) of Receipt and/or Secondary Point(s) of Delivery shall be in accordance with the Tariff.

(Insert when service involves the construction of facilities)

FERC Docket: RP10-491-000

First Revised Sheet No. 87A First Revised Sheet No. 87A

Superseding: Original Sheet No. 87A

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT (Continued)

7. Points of Receipt and Delivery: Shipper agrees to Tender Gas for Transportation Service and Transporter agrees to accept Receipt Quantities at the Primary Point(s) of Receipt identified in Exhibit "A". Transporter agrees to provide Transportation Service and Deliver Gas to Shipper (or for Shipper's account) at the Primary Point(s) of Delivery identified in Exhibit "A".

FERC Docket: RP10-491-000

Sixth Revised Sheet No. 88 Sixth Revised Sheet No. 88 Superseding: Fifth Revised Sheet No. 88

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT

		(Continued)				
8.	Negotiated Rate	Agreement				
9.	Rates and Surcharges: As set forth in Exhibit "B". Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff.					
10.). Maximum Delivery Quantity ("MDQ"):					
	MDQ (Dth/d)	Effective				

FERC Docket: RP10-491-000

Seventh Revised Sheet No. 89 Seventh Revised Sheet No. 89 Superseding: Sixth Revised Sheet No. 89

FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO RATE SCHEDULE FT

		(Co	ntinued)	HEDULE FT	
11.	Term of Agreement:		(specific		ing event)
12.	A (regulatory or co apply to this Agree	ment.	right of fi		all or shall not)
13.	Notices, Statements	, and Bills	:		
	To Shipper:				
	Invoices for	Transportat	ion:		
	All Notices:				
	To Transporter:				
	See "Points o	f Contact"	in this Tar	riff.	
14.	Effect on prior Agr	eement:		·	
15.	Adjustments to Gene	ral Terms an	nd Conditio	ons:	·
	Incorporation by Re subject to the prov provisions of the G with, and made effe (and as they may be IN WITNESS WHEREOF,	isions of Ra eneral Terms ctive by, th amended pur	ate Schedul s and Condi ne FERC as ssuant to S	Le FT and to the tions of the Ta same may change Section 15 of th	e applicable criff as filed e from time to time dis Agreement).
	Transporter:		Sì	nipper:	
I	By:(Print or type		_	(Print or type	·
	(LITHE OF CAbe	LILIE)		(trinc or cybe	LILIE)

FERC Docket: RP10-491-000

Third Revised Sheet No. 90 Third Revised Sheet No. 90

Superseding: Second Revised Sheet No. 90

EXHIBIT "A"

to

FIRM TRANSPORTATION SERVICE AGREEMENT

between

WYOMING INTERSTATE COMPANY, L.L.C. (Transporter)

and
(Shipper)
DATED:

Shipper's Maximum Delivery Quantity ("MDQ"): See Paragraph 10.

Primary		Primary Point(s) of	Maximum
Point(s)		Receipt Quantities	Receipt
of Receipt	Effective	(Dth per Day)	Pressure
(Note 1)	Dates	(Note 2)	p.s.i.g.

Primary Point(s) of Delivery (Note 1)	Effective Dates	Primary Point(s) of Delivery Quantities (Dth per Day) (Note 3)	Maximum Delivery Pressure p.s.i.g.

Notes:

- (1) Information regarding Point(s) of Receipt and Point(s) of Delivery, including legal descriptions, measuring parties, and interconnecting parties shall be posted on Transporter's electronic bulletin board. Transporter shall update such information from time to time to include additions, deletions, or any other revisions deemed appropriate by Transporter.
- (2) Each Point of Receipt Quantity may be increased by an amount equal to Transporter's FL&U Percentage. Shipper shall be responsible for providing such FL&U Percentage at each Point of Receipt on a pro rata basis based on the quantities received on any Day at a Point of Receipt divided by the total quantity Delivered at all Point(s) of Delivery under this Agreement.
- (3) The sum of the Delivery Quantities at Point(s) of Delivery shall be equal to or less than Shipper's MDQ.

Effective Date: 06/12/2009 Status: Suspended

FERC Docket: RP09-148-000

Eighth Revised Sheet No. 91 Eighth Revised Sheet No. 91

Superseding: Seventh Revised Sheet No. 91

EXHIBIT "B"

tο

FIRM TRANSPORTATION SERVICE AGREEMENT

between

WYOMING INTERSTATE COMPANY, LTD. (Transporter)

and

_____(Shipper)

DATED:

Primary Point(s) of Receipt	Primary Point(s) of Delivery	Reservation Rate(s)	Commodity Rate(s)	Term of Rate	Surcharges	FL&U Percen- tage
		 (Note 1)	(Note 1)		(Note 3)	(Note 2)
Point(s) of	Secondary Point(s) of Delivery	Reservation Rate(s)	Commodity Rate(s)	Term of Rate	Surcharges	FL&U Percen- tage
		 (Note 1)	(Note 1)		(Note 3)	(Note 2)

NOTES:

(1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule FT, or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Quantities scheduled by Transporter from/to Secondary or Segmented Point(s) on any offsystem capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 91 Ninth Revised Sheet No. 91

Superseding: Eighth Revised Sheet No. 91

EXHIBIT "B"

tο

FIRM TRANSPORTATION SERVICE AGREEMENT

between

WYOMING INTERSTATE COMPANY, L.L.C. (Transporter)

and

_____ (Shipper)

DATED:

Point(s) of	_	Effective Dates	Reservation Rate(s)	Commodity Rate(s)	Term of Rate	Surcharges	FL&U Percen- tage
			(Note 1)	(Note 1)		(Note 3)	(Note 2)
Point(s) of	4		Reservation Rate(s)	-	Term of Rate	Surcharges	FL&U Percen- tage
			(Note 1)	(Note 1)		(Note 3)	(Note 2)
			. ,				

NOTES:

(1) Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule FT, or other superseding Rate Schedules, as such rates may be changed from time to time. All entitlement or quantities scheduled by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Reservation and Commodity Rates. Quantities scheduled by Transporter from/to Secondary or Segmented Point(s) on any offsystem capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

Effective Date: 06/12/2009 Status: Suspended

FERC Docket: RP09-148-000

Fourth Revised Sheet No. 92 Fourth Revised Sheet No. 92

Superseding: Third Revised Sheet No. 92

EXHIBIT "B" to
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)

- (2) FL&U Percentage(s) shall be as stated in Transporter's Schedule Of Rates To Be Charged in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- (3) Surcharges, If Applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Schedule of Surcharges and Fees in the Tariff, as such surcharges may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Article 24 of the General Terms and Conditions as set forth in the Tariff.

FERC Docket: RP10-491-000

Fifth Revised Sheet No. 92 Fifth Revised Sheet No. 92

Superseding: Fourth Revised Sheet No. 92

EXHIBIT "B"
to
FIRM TRANSPORTATION SERVICE AGREEMENT
(Continued)

- (2) FL&U Percentage(s) shall be as stated in Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter from/to Secondary or Segmented Point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- (3) Surcharges, If Applicable:

All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as such surcharges may be changed from time to time.

ACA:

The ACA Surcharge shall be assessed pursuant to Section $17.1\ \text{of}$ the General Terms and Conditions as set forth in the Tariff.

Effective Date: 04/12/2010 Status: Effective FERC Docket: RP10-491-000
Second Revised Sheet No. 93 Second Revised Sheet No. 93 Superseding: First Revised Sheet No. 93
TRANSPORTATION SERVICE AGREEMENT - INTERRUPTIBLE
RATE SCHEDULE IT
between
WYOMING INTERSTATE COMPANY, L.L.C.
and

DATED: ___

FERC Docket: RP10-491-000

Second Revised Sheet No. 94 Second Revised Sheet No. 94 Superseding: First Revised Sheet No. 94

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT

	DATE:
	Parties identified below, in consideration of their mutual promises, ee as follows:
1.	Transporter: WYOMING INTERSTATE COMPANY, L.L.C.
	Shipper:
2.	Regulatory Authority: Part 284 of 18 CFR
	(a) Subpart B (311) (b) Subpart G
	If Subpart B; "on behalf of" party:
	a/an: local distribution company intrastate pipeline company
3.	Term of Agreement: Beginning: Ending:
	Month to month with 30-Day written notification of termination by either Party
4.	This Agreement supersedes and cancels:
5.	Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates, rate design and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
6.	This Agreement is subject to all of the terms of Rate Schedule IT or any superseding Rate Schedule and the General Terms and Conditions of Transporter's Second Revised Volume No. 2 Tariff, except as adjusted as follows:
7.	Payments, Notices, Nominations, and Invoices

To Transporter: See "Points of Contact" in the Tariff.

FERC Docket: RP10-491-000

Second Revised Sheet No. 95 Second Revised Sheet No. 95

Superseding: First Revised Sheet No. 95

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

8. To Shipper:

Invoices for Transportation:

All Notices:

9. Points of Receipt and Delivery: Systemwide

All Point(s) of Receipt and Delivery included on Transporter's master list of Point(s) of Receipt and Delivery as posted on its electronic bulletin board.

For each Point of Receipt and Delivery, data posted shall include a description of the legal location, pressure information, the identity of the interconnected party and the measuring party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt and Delivery shall be updated from time to time in order to add or delete Point(s) of Receipt or Delivery and in order to modify data pertinent to Point(s) of Receipt and Delivery, all as deemed appropriate by Transporter.

10. Other: (This Article to be utilized when necessary to specify Other Operating Provisions.)

FERC Docket: RP10-491-000

Second Revised Sheet No. 96 Second Revised Sheet No. 96 Superseding: First Revised Sheet No. 96

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of

	(Transporter)
By:	
	(Print or type name)
	(Print or type name)
	(Shipper)
Ву: _	
	(Print or type name)
	(Print or type name)

Effective Date: 06/12/2009 Status: Suspended

FERC Docket: RP09-148-000

Eighth Revised Sheet No. 97 Eighth Revised Sheet No. 97

Superseding: Seventh Revised Sheet No. 97

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

EXHIBIT A

TO TRANSPORTATION SERVICE AGREEMENT

TRANSPORTER: WYOMING INTERSTATE COMPANY, LTD.

TRANSPORTATION RATES

Commodity

Rate

Point of Receipt	Point of Delivery	(Cents Per Dth)	Effective Period	Fuel Percentage	ACA	
		(Note 1)		(Note 2)	(Note 3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule IT, or other superseding Rate Schedule, as such rates may be changed from time to time. Transporter and Shipper may also agree to a discount using one of the discount types described in Article 34 of the General Terms and Conditions of the Tariff. All quantities scheduled and confirmed by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Commodity Rate. Quantities scheduled by Transporter to receipt or delivery points on off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- (2) FL&U Percentage(s) shall be as stated on Transporter's Schedule of Rates To Be Charged in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter to receipt or delivery points on off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

FERC Docket: RP10-491-000

Ninth Revised Sheet No. 97 Ninth Revised Sheet No. 97

Superseding: Eighth Revised Sheet No. 97

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

EXHIBIT A

TO TRANSPORTATION SERVICE AGREEMENT

TRANSPORTER: WYOMING INTERSTATE COMPANY, L.L.C.

TRANSPORTATION RATES

Commodity

Rate

Point of Point of (Cents Effective Fuel Receipt Delivery Per Dth) Period Percentage ACA ----- (Note 1) (Note 2) (Note 3)

Notes:

- (1) Unless otherwise agreed by the Parties in writing, the Commodity Rate for service shall be Transporter's then-effective maximum rate for service under Rate Schedule IT, or other superseding Rate Schedule, as such rates may be changed from time to time. Transporter and Shipper may also agree to a discount using one of the discount types described in Section 4.14 of the General Terms and Conditions of the Tariff. All quantities scheduled and confirmed by Transporter on one of Transporter's incremental rate lateral facilities shall be subject, as applicable, to the appropriate Incremental Commodity Rate. Quantities scheduled by Transporter to receipt or delivery points on off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- (2) FL&U Percentage(s) shall be as stated on Transporter's Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed between the Parties. Quantities scheduled by Transporter to receipt or delivery points on off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

FERC Docket: RP10-491-000

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Superseding: First Revised Sheet No. 97A

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE IT (Continued)

(3) Surcharges, If Applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated in the Statement of Rates in the Tariff, as they may be changed from time to time, unless otherwise agreed to by the Parties.

ACA:

The ACA Surcharge shall be assessed pursuant to Section 17.1 of the General Terms and Conditions as set forth in the Tariff.

FERC Docket: RP10-491-000 Second Revised Sheet No. 98 Second Revised Sheet No. 98 Superseding: First Revised Sheet No. 98
HEADSTATION POOLING SERVICE AGREEMENT
RATE SCHEDULE HSP-1
between
WYOMING INTERSTATE COMPANY, L.L.C.
and
DATED:

FERC Docket: RP10-491-000

Second Revised Sheet No. 99 Second Revised Sheet No. 99

Superseding: First Revised Sheet No. 99

FORM OF HEADSTATION POOLING SERVICE AGREEMENT UNDER RATE SCHEDULE HSP-1

	DATE:		
	The Parties identified below, in consideration of their mutual promises, agree as follows: $ \\$		
1.	Transporter: WYOMING INTERSTATE COMPANY, L.L.C. Pooler:		
2.	Term of Agreement: Beginning: Extending through:		
	Month to month with 30-day written notification of termination by either Party.		

- 3. This Agreement supersedes and cancels:
- 4. This Agreement is subject to all of the terms of Rate Schedule HSP-1 or Any superseding Rate Schedule and the General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 2 as the same may be amended or superseded from time to time (the Tariff), except as adjusted as follows:
- 5. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Pooler's right to protest the same.
- 6. Notices, Statements and Invoices: To Pooler:

Invoices:

All Notices:

To Transporter:

See "Points of Contact" in the Tariff.

FERC Docket: RP10-491-000

Second Revised Sheet No. 100 ${\tt Second\ Revised\ Sheet\ No.\ 100}$

Superseding: First Revised Sheet No. 100

7. Point(s) of Receipt and Delivery:

All Point(s) of Receipt included on Transporter's master list of Point(s) of Receipt related to Transporter's Pooling Areas and Pools as posted on its electronic bulletin board.

For each Point of Receipt, data posted shall include a description of the legal location, pressure information, the identity of the interconnected party and the measuring party, and such other data as Transporter may include from time to time. Transporter's master list of Point(s) of Receipt shall be updated from time to time in order to add or delete and/or modify data pertinent to Point(s) of Receipt, all as deemed appropriate by Transporter.

8. Other: (This Article to be utilized when necessary to specify Other Operating Provisions.)

FERC Docket: RP10-491-000

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IN WITNESS WHEREOF, the Parties have executed this Agreement.

	(Transporter)
ву:	
	(Pooler)
Ву:	
	(Print or type name)
	(Print or type title)

FERC Docket: RP10-491-000

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Fifth Revised Sheet No. 103 Fifth Revised Sheet No. 103 Superseding: Fourth Revised Sheet No. 103

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Fourth Revised Sheet No. 104 Fourth Revised Sheet No. 104 Superseding: Third Revised Sheet No. 104

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Third Revised Sheet No. 106 Third Revised Sheet No. 106 Superseding: Second Revised Sheet No. 106

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Third Revised Sheet No. 107 Third Revised Sheet No. 107 Superseding: Second Revised Sheet No. 107

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Fourth Revised Sheet No. 108 Fourth Revised Sheet No. 108 Superseding: Third Revised Sheet No. 108

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Fourth Revised Sheet No. 109 Fourth Revised Sheet No. 109 Superseding: Substitute Third Revised Sheet No. 109

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Fifth Revised Sheet No. 111 Fifth Revised Sheet No. 111 Superseding: Substitute Fourth Revised Sheet No. 111

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Sixth Revised Sheet No. 112 Sixth Revised Sheet No. 112 Superseding: Substitute Fifth Revised Sheet No. 112

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Sixth Revised Sheet No. 113 Sixth Revised Sheet No. 113 Superseding: Fifth Revised Sheet No. 113

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Fifth Revised Sheet No. 114 Fifth Revised Sheet No. 114 Superseding: Fourth Revised Sheet No. 114

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Third Revised Sheet No. 115 Third Revised Sheet No. 115 Superseding: Second Revised Sheet No. 115

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Second Revised Sheet No. 116 Second Revised Sheet No. 116 Superseding: First Revised Sheet No. 116

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Second Revised Sheet No. 117 Second Revised Sheet No. 117 Superseding: First Revised Sheet No. 117

FERC Docket: RP10-491-000

Second Revised Sheet No. 118 Second Revised Sheet No. 118 Superseding: First Revised Sheet No. 118