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FERC Docket: RP08-376-000

Original Title Sheet MIGC LLC: Second Revised Volume No. 1

Original Title Sheet

FERC GAS TARIFF

SECOND REVISED VOLUME NO. 1

SUPERSEDING FIRST REVISED VOLUME NO. 1

OF

MIGC LLC

filed with the

FEDERAL ENERGY REGULATORY COMMISSION

MIGC LLC 1201 Lake Robbins Drive The Woodlands, Texas 77380

with offices located at 1099 18th St.
Denver, CO 80202

A Contact Person Familiar With this Tariff is Available on MIGC's Internet Web Site at www.migc.com

FERC Docket: RP08-376-000

Original Sheet No. 1 Original Sheet No. 1

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Superseding: Original Sheet No. 2

PRELIMINARY STATEMENT

This Tariff Second Revised Volume No. 1 applies to the transportation of natural gas performed by MIGC LLC (MIGC). MIGC is a limited liability company organized under the laws of the State of Delaware. MIGC is authorized to do, and is doing, business in the state of Wyoming. This Tariff contains the Rates and Charges, Rate Schedules, Forms of Service Agreement and the General Terms and Conditions applicable to transportation of natural gas in interstate commerce and other associated services performed by MIGC for which authorization is granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act.

MIGC's pipeline system, located in the Powder River Basin of Wyoming, is connected to Colorado Interstate Gas Company's, Wyoming Interstate Company, Ltd's, and Kinder Morgan Interstate Gas Transmission, LLC's main line pipeline systems in the southeastern portion of the State of Wyoming, to Williston Basin Interstate Pipeline's system in the far northeastern portion of the State of Wyoming, and to MGTC, Inc.'s intrastate pipeline system in the north central portion of the State of Wyoming. MIGC's system is basically divided into a north half, which operates within a pressure range of 600 to 700 psig and a south half, which operates within a pressure range of 900 to 1000 psig.

Effective Date: 06/13/2008 Status: Effective FERC Docket: RP08-376-000

Original Sheet No. 3 Original Sheet No. 3

MAP

FERC Docket: RP09-893-000

Second Revised Sheet No. 4 Second Revised Sheet No. 4

Superseding: First Revised Sheet No. 4

Effective Rates Applicable to Rate Schedule Contained in this FERC Gas Tariff, Second Revised Volume No. 1

The rates after adjustment are designated Currently Effective Tariff Rates and the amount of adjustment for each change is identified below.

Rate Sched.	Type of Service	Unit	Base Tariff Rate	FERC Annual Charges	Currently Effective Tariff Rate
FTS-1	Firm Transportation Maximum Rates Demand Commodity Rates	n MMBtu MMBtu	\$13.3567 \$ 0.0043	\$0.0019	\$13.3567 \$ 0.0062
	Minimum Rates Demand Commodity Rates	MMBtu MMBtu	\$ 0.0000 \$ 0.0043	\$0.0019	\$ 0.0000 \$ 0.0062
ITS-1	Interruptible Trans	-		¢0.0010	^
	Commodity Rates Minimum Rates Commodity Rates	MMBtu MMBtu	\$ 0.4437 \$ 0.0043	\$0.0019 \$0.0019	\$ 0.4456 \$ 0.0062

Note: Transportation by Backhaul will be charged at the forward haul rate.

FERC Docket: RP08-376-000

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Purpose - This Section establishes an Annual Charge Adjustment Provision("ACA") which will permit MIGC to recover from its Customers and Shippers theannual charges assessed to MIGC by the Commission under Part 382 of the Commission's Regulations. Because MIGC is able to recover its annual chargespursuant to this ACA provision, and in accordance with Section154.38(d)(6)(ii)(A) of the Commission's Regulations, it is MIGC's intent notto recover any annual charges in a general rate case under Section 4 of theNatural Gas Act.2. Applicability - The ACA is applicable to each rate schedule contained in Second Revised Volume No. 1 of the FERC Gas Tariff for which system wide rates and charges are charged and reflected on Sheet No. 4 hereof, or for which rates and charges are assessed in accordance with the rate provisions ofindividually certificated rate schedules as reflected on Sheet No. 4 hereof.3. Adjustment Date - The Adjustment Date shall be October 1 of each year or asdirected by an order of the Commission. On the Adjustment Date, MIGC shallincrease or decrease the ACA unit charge to each of the applicable rateschedules as authorized by the Commission to be recovered by MIGC. For thoserate schedules with a two-part rate, the ACA unit charge shall only apply tothe commodity component of such rate.4. Current Annual Charge Rate Adjustment - The Current Annual Charge RateAdjustment shall be the unit amount, adjusted as necessary for heating valueand pressure base, which the Federal Energy Regulatory Commission orders to beeffective for the fiscal year commencing on the Effective Date of Adjustment.5. Effective Date - The ACA unit charge shall become effective October 1 ofeach year or as directed by an order of the Commission if: (a) MIGC has paid the applicable annual charge in compliance with Section 382.103 of the Commission's Regulations; and ACA unit charge is not subject to suspension or refund obligation.

ANNUAL CHARGE ADJUSTMENT PROVISION1.

FERC Docket: RP10-936-000

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

Superseding: Second Revised Sheet No. 6

FUEL RETENTION AND LOSS PERCENTAGE FACTORS

The rates set forth on Sheet No. 4 are exclusive of fuel use requirements. Pursuant to Section 25 of the General Terms and Conditions contained herein, Shipper shall reimburse MIGC for its applicable fuel use requirements. Such reimbursement shall be furnished in-kind. Transportation provided solely by Backhaul shall not incur a fuel charge, but is required to provide in-kind reimbursement for losses of 0.26%.

	Current Base FL&U Factor	Surcharge	Current FL&U Factor	Total FL&U
Greater than or equal to 350 psig*	1.65%	-0.27%	1.38%	1.38%
Less than 350 psig	13.42%	4.90%	18.32%	19.70%

The fuel use factors set forth above shall be calculated and adjusted as explained in Section 25 of the General Terms and Conditions.

 $[\]mbox{\ensuremath{^{\star}}}$ includes all interconnections with other interstate and intrastate pipelines.

FERC Docket: RP08-376-000

Original Sheet No. 7 Original Sheet No. 7 reserved for future use.

Original Sheet Nos. 7 through 15

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Original Sheet No. 16 Original Sheet No. 16

RATE SCHEDULE ITS-1

Interruptible Transportation Servicel. AVAILABILITY This Rate Schedule is available to any party (hereinafter referred to as "Shipper") for the transportation of natural gas on an interruptible basis byMIGC LLC (hereinafter referred to as "MIGC") when Shipper and MIGC haveexecuted a Transportation Service Agreement, in the form contained in this Second Revised Volume No. 1 Tariff, for service under this Rate Schedule.2. APPLICABILITY AND CHARACTER OF SERVICE This Rate Schedule shall apply to all natural gas transported by MIGC for Shipper pursuant to an executed Transportation Service Agreement. Transportation service hereunder shall be interruptible, subject to theprovisions of the executed Transportation Service Agreement and to the Transportation General Terms and Conditions incorporated herein by reference. Transportation service hereunder shall consist of the acceptance by MIGC ofnatural gas tendered by Shipper or for Shipper's account for transportation atthe Receipt Point(s) specified in the executed Transportation ServiceAgreement, the transportation of that natural gas through MIGC's pipelinesystem, and the delivery of thermally equivalent volumes of natural gas byMIGC, less fuel and unaccounted for loss reimbursement volumes as set forth inSection 5 hereof, to Shipper or for Shipper's account at the Delivery Point(s) specified in the executed Transportation Service Agreement. Interruptible transportation service under this FERC Gas Tariff ITS-1 shallbe provided when, and to the extent that, MIGC determines that capacity isavailable in MIGC's existing facilities, that is, when capacity is not subject to a prior claim by another customer or another class of service under a pre-existing contract, service agreement or certificate with superior priorityservice rights. Available interruptible capacity shall be allocated by MIGC, as determined by MIGC pursuant to Section 4 of the Transportation GeneralTerms and Conditions contained in MIGC's FERC Gas Tariff, Second RevisedVolume No. 1, and interruptible transportation service hereunder shall beprovided in accordance with such allocation.

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RATE SCHEDULE ITS-1

Interruptible Transportation Service (Continued) 3. RATE Shipper shall pay to MIGC each month the sum of the charges set forth inParagraphs 3.1 and 3.2 below as such charges are designated to be applicableto the transportation service rendered by MIGC for Shipper under the executedTransportation Service Agreement. 1. Transportation Charge - As compensation for use of MIGC's transmissionfacilities in the transportation of natural gas under the executedTransportation Service Agreement, Shipper shall pay MIGC for each MMBtu of gasdelivered to MIGC by Shipper or for Shipper's account the rate(s) in effectand reflected from time to time as the "Interruptible Transportation MaximumRate" set forth on Sheet No. 4 of this Second Revised Volume No. 1 Tariff, orsuperseding tariff, which sheet is incorporated herein by reference. 2. Fuel Reimbursement Charge - As specified in Section 5 of this RateSchedule. 3. Adjustments to Rates - Pursuant to the provisions of Section 26 of theGeneral Terms and Conditions and subject to any limitations imposed byadditional Transportation Service Agreement provisions agreed to by Shipperand MIGC, MIGC may selectively adjust any or all of the rates specified inParagraph 3.1 herein applicable to any individual Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable Maximum Rate(s)nor shall they be less than the Minimum Rate(s) set forth on Sheet No. 4 ofthis Second Revised Volume No. 1 Tariff, or superseding tariff. MIGC shallhave the right to charge the Maximum Rate at any time as a condition for newservice or for continuation of service under an existing TransportationService Agreement. If MIGC so adjusts any rates to any Shipper, MIGC shallfile with the Federal Energy Regulatory Commission any and all requiredreports respecting such adjusted rates. Whenever MIGC adjusts the rate tobe charged a Shipper pursuant to this Paragraph 3.3, notice thereof shall begiven to Shipper not less than seventy-two (72) hours prior to the effectivedate of such adjustment.4. MINIMUM MONTHLY BILL None.

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allocation,

Original Sheet No. 18 Original Sheet No. 18

Interruptible Transportation Service (Continued) 5. FUEL AND UNACCOUNTED FOR LOSS REIMBURSEMENT (F&U) Shipper shall reimburse MIGC for F&U usage monthly on an in-kind basis. For purposes of computing the redelivery volumes, MIGC shall deduct theapplicable fuel retention and loss percentage factor times the volumesdelivered to MIGC, at the receipt point, for F&U. The applicable fuelretention and loss percentage factors are set forth on Sheet No. 6 of this Second Revised Volume No. 1 Tariff or superseding tariff, as incorporatedherein by reference. The percentage rates for computing F&U are subject to change by MIGCfrom time to time. Such changes will be filed with and subject to review bythe Federal Energy Regulatory Commission. 6. AUTHORIZED OVERRUN SERVICE request of Shipper, MIGC, at its reasonable discretion, not to beexercised in an unduly discriminatory manner or otherwise in a mannerinconsistent with the regulations of the FERC, may receive, transport anddeliver natural gas in excess of Shipper's Maximum Daily Quantity specified n the executed Transportation Service Agreement, provided such schedulingdoes not affect those shippers with superior priority of service rights. Authorized Overrun Service provided under Rate Schedule ITS-1 shall haveequivalent priority to other Rate Schedule ITS-1 service. Payments and F&Ureimbursement for any such excess quantity transported shall be in accordancewith Sections 3.2 and 5 of this Rate Schedule.7. TRANSPORTATION GENERAL TERMS AND CONDITIONS The Transportation General Terms and Conditions contained in this SecondRevised Volume No. 1 Tariff, except as modified in the Transportation ServiceAgreement, are applicable to transportation service rendered under this RateSchedule and, by this reference, are made a part hereof. Any futuremodifications, additions or deletions to said Transportation General Termsand Conditions shall (from and after their effective date) apply to serviceprovided pursuant to this Rate Schedule. MIGC and Shipper may agree in theTransportation Service Agreement to terms differing from those set forth inthis Rate Schedule; provided, however, that MIGC shall not require Shippernor be required to execute a Transportation Service Agreement inconsistentwith this Rate Schedule; provided further, that MIGC shall not execute aTransportation Service Agreement that alters the capacity

RATE SCHEDULE ITS-1

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Original Sheet No. 19 Original Sheet No. 19 Interruptible Transportation Service

RATE SCHEDULE ITS-1

(Continued)information-requirement, rate, penalty, scheduling or priority provisionsapplicable to this Rate Schedule or is otherwise unduly discriminatory orinconsistent with the regulations of the FERC.

FERC Docket: RP08-376-000

Original Sheet No. 20 Original Sheet No. 20 reserved for future use.

Original Sheet Nos. 20 through 29

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Original Sheet No. 30 Original Sheet No. 30

RATE SCHEDULE FTS-1

Firm Transportation Servicel. AVAILABILITY This Rate Schedule is available to any party (hereinafter referred to as "Shipper") for the transportation of natural gas on a firm basis by MIGC LLC (hereinafter referred to as "MIGC") under the following conditions: (a) MIGC determines it available capacity to render the firmtransportation service; and (b) Shipper and MIGC have executed a Transportation Service Agreement, in the form contained in this Second Revised Volume No. 1 Tariff, for such firmtransportation service.2. APPLICABILITY AND CHARACTER OF SERVICE 1. This Rate Schedule shall apply to all natural gas transported by MIGCfor Shipper pursuant to an executed Transportation Service Agreement. Transportation service hereunder shall be firm, subject to the provisions of the executed Transportation Service Agreement and to the TransportationGeneral Terms and Conditions incorporated herein by reference. Transportationservice hereunder shall consist of the acceptance by MIGC of natural gastendered by Shipper or for Shipper's account for transportation at the ReceiptPoint(s) specified in the executed Transportation Service Agreement, thetransportation of that natural gas through MIGC's pipeline system, and thedelivery of thermally equivalent volumes of gas, less fuel and unaccounted forloss reimbursement volumes as set forth in Section 7 hereof, to Shipper or forShipper's account at the Delivery Point(s) specified in the executedTransportation Service Agreement. 2. Shipper may nominate segmented transactions under this Rate Schedule orShipper may release all or a part of a segment of its full TransportationContract Demand under the capacity release terms of Section 17 of MIGC'sTransportation General Terms and Conditions. In no event shall Shipper beentitled to more Transportation Service than is provided for the totalTransportation Contract Demand set forth in the Transportation ServiceAgreement. Segmented nominations at Secondary Points of Receipt and/orDelivery do not have any impact on Shipper's entitlement at the existingPrimary Points of Receipt and/or Delivery. Shipper may change its PrimaryPoints as set forth in Section 4.8 and 6.2 of MIGC's Transportation GeneralTerms and Conditions. Segmented nominations utilizing Secondary Capacity atpoints and/or along transportation paths are considered to be secondarynominations. Segmentation is permitted in any direction of flow; however, allsegmented nominations are subject to the availability of capacity, MIGC's existing contractual obligations, and the maintenance of a safe, reliable and efficient operating system as determined by MIGC.

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Firm Transportation Service

RATE SCHEDULE FTS-1

(Continued) A firm Shipper may segment its capacity by transporting in a forward haul upto its full Transportation Contract Demand and a backward haul up to its fullTransportation Contract Demand to the same point at the same time. 3. MIGC shall not be obligated to allocate firm capacity in the specificmanner requested by Shipper unless adequate firm capacity is available without the construction of additional facilities by MIGC. MIGC shall promptly advisea new customer requesting firm transportation service under this Rate Scheduleif adequate firm capacity does not exist on any portion of MIGC's system forthe service requested and Shipper and MIGC shall cooperate in devising atransportation service which utilizes the available firm capacity which doesexist on MIGC's system.3. RATE The charge for natural gas transportation service rendered during eachmonthly billing period shall be the sum of the applicable amounts specified inSections 3.1, 3.2, and 3.3 below: 1. Reservation Charge - An amount determined on a monthly basis as theproduct (a) Shipper's Transportation Contract Demand specified on Exhibit A tothe executed Transportation Service Agreement; and (b) maximum Reservation Charge rate per MMBtu set forth from time totime on the currently effective Sheet No. 4 of this Second Revised VolumeNo. 1 Tariff, or superseding tariff, which sheet $\overline{i}s$ incorporated herein byreference. In the event MIGC is on any day rendered incapable of performing servicerequested by Shipper under this Rate Schedule FTS-1, Shipper will not be obligated to pay the allocable portion of the monthly Reservation Charge forthe amount of service (up to Shipper's Transportation Contract Demand) requested but not received. 2. Commodity Charge - An amount determined as the product of: (a) the quantity of natural gas in MMBtu delivered to MIGC by Shipper orfor Shipper's account during the month; and

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Firm Transportation Service (Continued) (b) the maximum Commodity Rate per MMBtu applicable to transportationunder MIGC's Rate Schedule FTS-1 set forth from time to time on the currentlyeffective Sheet No. 4 of this Second Revised Volume No. 1 Tariff, orsuperseding tariff, which sheet is incorporated herein by reference. 3. Fuel Reimbursement Charge - As specified in Section 7 of this RateSchedule. 4. Adjustments to Rates - (a) Pursuant to the provisions of Section 26 of the General Terms andConditions, and subject to any limitations imposed by additional TransportationService Agreement provisions agreed to by Shipper and MIGC, MIGC may select-ively adjust any or all of the rates specified Section(s) 3.1 and/or 3.2 hereinapplicable to any individual Shipper; provided, however, that such adjustedrate(s) shall not exceed the applicable Maximum Rate(s) nor shall they be lessthan the Minimum Rate(s) set forth on Sheet No. 4 of this Second Revised VolumeNo. 1 Tariff, or superseding tariff. If MIGC so adjusts any rates to anyShipper, MIGC shall file with the Federal Energy Regulatory Commission any andall required reports respecting such adjusted rates.

RATE SCHEDULE FTS-1

(b) If Shipper nominates at receipt or delivery points or alongtransportation segments for which an adjustment to rates set forth in Section3.4(a) above was not specifically provided for by MIGC, Shipper shall pay themaximum Reservation Charge and Commodity Charge, unless otherwise agreed to byMIGC, subject to the provisions of Section 6.3(e)(1) and (2) of theTransportation General Terms and Conditions.4. MINIMUM MONTHLY BILL The applicable Reservation Charge.5. TRANSPORTATION CONTRACT DEMAND A Shipper's Transportation Contract Demand shall be the maximum quantity ofgas which MIGC shall be obligated to receive from Shipper (or for Shipper'saccount) at the Primary Receipt Point(s) for transportation and delivery toShipper under this Rate Schedule. The Transportation Contract Demand shall bespecified on Exhibit A of the executed Transportation Service Agreement. TheTotal Maximum Daily Quantity for all Primary Receipt Points shall not exceedthe Transportation Contract Demand for the transportation path. The TotalMaximum Delivery Quantity for all Primary Delivery Points shall not exceed theTransportation Contract Demand for the transportation Contract Demand for loss reimbursement volumes.

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RATE SCHEDULE FTS-1 (Continued) 6. AUTHORIZED

OVERRUN SERVICE Upon request of Shipper, MIGC, at its reasonable discretion, not to beexercised in an unduly discriminatory manner or otherwise in a mannerinconsistent with the regulations of the FERC, may receive, transportand deliver natural gas in excess of Shipper's Transportation ContractDemand specified in the executed Transportation Service Agreementprovided such scheduling does not affect those shippers with superiorpriority of service rights. Authorized Overrun Service under RateSchedule FTS-1 shall have equivalent priority to InterruptibleTransportation Service. Transportation and delivery of natural gas shall exceed Shipper'sTransportation Contract Demand when the sum of the nominations throughor within a specific Segment, including all forward and backward haulsegmentation nominations and including Releasing and ReplacementShipper nominations, exceed the Transportation Contract Demand. Volumes transported in excess of the Maximum Daily Quantity at aspecific point are considered to be secondary nominations but are notconsidered to be overrun volumes unless such nominations result in thetransportation of a volume over a specific transportation segment inexcess of the Transportation Contract Demand. If MIGC elects to transport said excess gas, Shipper shall pay MIGC foreach MMBtu of gas in excess of Shipper's Transportation Contract Demanddelivered to MIGC by Shipper or for Shipper's account during the monththe charges set forth below: (a) A unit amount in dollars per MMBtu equivalent to the "MaximumRate" applicable for service under MIGC's Rate Schedule ITS-1, as such rate is in effect and reflected from time to time on Sheet No. 4 of this SecondRevised Volume No. 1 Tariff, or superseding tariff; and (b) The fuel reimbursement charge provided for in Section 7 of thisRate Schedule.

FERC Docket: RP08-376-000

Original Sheet No. 33A Original Sheet No. 33A

Firm Transportation Service (Continued) 7. FUEL AND UNACCOUNTED FOR LOSS REIMBURSEMENT (F&U) Shipper shall reimburse MIGC for F&U usage monthly on an in-kindbasis. For purpose of computing the redelivery volumes, MIGC shalldeduct the applicable fuel retention and loss percentage factor timesthe volumes delivered to MIGC, at the receipt point, for F&U. The applicable fuel retention and loss percentage factors are set forth on Sheet No. 6 of this Second Revised Volume No. 1 or superseding tariffwhich is incorporated herein by reference.

RATE SCHEDULE FTS-1

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RATE SCHEDULE FTS-1 (Continued) 8. TERM OF AGREEMENT

Firm Transportation Service The FTS-1 Agreement must be executed by Shipper prior tocommencement of service. Shipper is permitted to combine multiple FTS-1Agreements into a single FTS-1 Agreement, subject to MIGC's approval whichshall not be unreasonably withheld or granted in an unduly discriminatorymanner. MIGC and Shipper may agree to different termination dates forspecified volumes within the same FTS-1 Agreement on a not undulydiscriminatory basis. A. FTS-1 AGREEMENTS AND ROLLOVER OF FTS-1 AGREEMENTS Agreements with a term of five (5) years or more shall haveunilateral rollover rights pursuant to which all or a portion of its capacityunder the FTS-1 Agreement may be rolled over for a term which equals theinitial FTS-1 Agreement term at maximum rates. However, should the FTS-1Shipper request to roll the FTS-1 Agreement over for a term which equals theinitial FTS-1 Agreement term but at less than maximum rates, pregrantedabandonment can be avoided only by a match under the Right of First Refusalprocess as provided in paragraph B. herein. Further, should the FTS-1 Shipperrequest to roll the FTS-1 Agreement over for less than the original term, either at maximum rates or less than maximum rates, pregranted abandonment canbe avoided only by a match under the Right of First Refusal process asprovided in paragraph B. herein. In any event, if the FTS-1 Shipper requestsa continuation of service for less than one (1) year, the FTS-1 Agreementwill not have unilateral rollover right at the end of said term. 2. FTS-1 Agreements with a term of at least one (1) year, up to but notincluding five (5) years shall have a Right of First Refusal as provided inparagraph B. herein. A one (1) year FTS-1 Agreement (365) 3. FTS-1 Agreements with a term up days) will beeligible for the Right of First Refusal process. to, but not including, one (1) yearshall have no rollover rights and no ability to utilize the right of FirstRefusal process. The service will be automatically abandoned upon expirationof the term. term, certain FTS-1 Shippers may exercise the Right of First Refusal process. The contract term includes the primary term, plus any currently existingunilateral rollover rights.

FERC Docket: RP08-376-000

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Firm Transportation Service (Continued) 1. Notice A firm Shipper holding a FTS-1 Agreement with a contract term of five(5) years or more will be notified by MIGC no less than four (4) nor more thansix (6) months before the expiration of its FTS-1 Agreement, by MIGC's postingsame on MIGC's Electronic Bulletin Board. No less than three (3) nor morethan six (6) months before the expiration of its FTS-1 Agreement, Shippershall notify MIGC of its intention to execute a new FTS-1 Agreement for themaximum rate and for the minimum term commensurate with the initial term. Ifsuch notice is received by MIGC, the bidding process does not

RATE SCHEDULE FTS-1

apply. A firm Shipper with a FTS-1 Agreement term of at least one (1) year, upto but not including five (5) years or a firm Shipper with a FTS-1 Agreementterm of five years or more but which wishes to roll the FTS-1 Agreement overat less than maximum rates or for a term less than the initial term will benotified by MIGC no less than four (4) nor more than six (6) months before theexpiration of its FTS-1 Agreement by MIGC's posting same on MIGC's ElectronicBulletin Board. No less than three (3) nor more than six (6) months beforethe expiration of its FTS-1 Agreement, Shipper shall notify MIGC that itwishes MIGC to post its capacity for the purpose of initiating the biddingprocess. In any event, a firm Shipper may elect to retain a portion of itscapacity, subject to the bidding process, and have the pipeline's pregrantedabandonment authority apply to the remainder of the capacity.

Failure of Shipper to give the notice described in this section foreither a FTS-1 Agreement with a term of five or more years or a FTS-1Agreement with a one to five year term will allow MIGC to resell such capacityand will result in the automatic abandonment of the entitlement at the end of the contract term. In such circumstances, MIGC shall post the availability of such capacity on the EBB no less than 60 days prior to termination of the contract.

FERC Docket: RP08-376-000

Original Sheet No. 36 Original Sheet No. 36

RATE SCHEDULE FTS-1

Firm Transportation Service (Continued) 2. Bidding Process MIGC will post capacity on its Electronic Bulletin Board (EBB) within10 days of the date MIGC receives notice from the shipper to initiate thebidding process and solicit bids for the capacity. Open bids must be tenderedto MIGC via the EBB within 20 work days of the posting. MIGC will have tendays to choose the highest bid. In case of equal high bids, the equal bidderwith the earliest posting date will be declared the winner. If the originalfirm Shipper declines to match the terms of the winning bid, under Section2.c. below, then the capacity shall be awarded to the winning bidder. Thewinning bidder shall then have 30 days from receipt of notification, in whichto execute a new FTS-1 Service Agreement. MIGC shall have the right, on anon-discriminatory basis, to reject any bid not at the maximum rate.

a. Contents of Bid A bid must contain the price, term, amount of capacity desired, primary receipt and delivery points, plus a request fee of the lesser of\$10,000 or one month's reservation fee at maximum rate. If the bid isaccepted, the request fee will be credited to the Shipper's reservation fees. If the bid is not accepted, MIGC will return the request fee within 30 days of the date MIGC makes the winning bid determination.

b. Best Offer MIGC will determine which bid constitutes the best offer bydetermining which bid constitutes

MIGC will determine which bid constitutes the best offer bydetermining which bid constitutes the highest economic value to MIGC. A netpresent value calculation based on rate, term and quantity will be used todetermine the highest economic value, utilizing the latest published FERCinterest rate(s), as determined pursuant to 18 CFR Section 154.67. MIGC shallnotify the original capacity holder of the terms of the winning bid bytelephone or facsimile transmission within 24 hours of

determining the winningbid.

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RATE SCHEDULE FTS-1 Firm Transportation Service (Continued) c. Match

original firm Shipper shall have the option, to be exercised within 30days of receipt of notice from MIGC of the best offer, to execute a FTS-1service agreement with MIGC which matches the rate and term of the bidconstituting the highest economic value to MIGC. d. No Bids Where there are no competing bids for the capacity and the original firm Shipper agrees to pay the maximum rate, the original firm shipper mayrenew the FTS-1 Agreement for any term of its choosing. However, whetherthere are bids or not, if the original FTS-1 agreement had a term of fiveyears or more and the original firm Shipper chooses to continue theservice for less than five years, the Shipper will not have a unilateral rollover right at the end of the renewed term. MIGC is not obligated toprovide service at less than the maximum rate, even if there are no otheroffers.9. TRANSPORTATION GENERAL TERMS AND CONDITIONS The Transportation General Terms and Conditions contained in this SecondRevised Volume No. 1 Tariff, except as modified in the Transportation ServiceAgreement, are applicable to transportation service rendered under this RateSchedule and, by this reference, are made a part hereof. Any futuremodifications, additions or deletions to said Transportation General Termsand Conditions shall (from and after their effective date) apply to serviceprovided pursuant to this Rate Schedule. MIGC and Shipper may agree in the Transportation Service Agreement to terms differing from those set forth inthis Rate Schedule; provided, however, that MIGC shall not require Shippernor be required to execute a Transportation Service Agreement inconsistentwith this Rate Schedule; provided further, that MIGC shall not execute aTransportation Service Agreement that alters the capacity allocation, information-requirement, rate, penalty, scheduling or priority provisions ofthis Rate Schedule or is otherwise unduly discriminatory or otherwiseinconsistent with the regulations the FERC.

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Original Sheet Nos. 38 through 47

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284.10

90C25 Discounting

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Original Sheet No. 49 Original Sheet No. 49 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 1. DEFINITIONS 1. Agent - Any party Shipper may contract with, subject to approval byTransporter of such contract which may not be unreasonably withheld, forpurposes of administering Shipper's Service Agreement with MIGC. An Agent hasonly those rights designated in writing by such Shipper to MIGC. 2. "Bumping" or "Bump" shall mean the reduction of a previouslyscheduled and Confirmed Transportation Quantity to permit MIGC to schedule andconfirm a firm Transportation Nomination which has a higher priority and whichwas submitted as an Intra-day Nomination. Bumping that affects transactions onmultiple Transportation Service Providers' systems should occur at grid-widesynchronization times (9:00 a.m. and 5:00 p.m. only, per Standards BoardStandards 1.3.39). MIGC shall provide direct notice of bumping, and of anyapplicable penalties which will apply to the interruptible shipper, by fax orEDI in advance of such bumping. 3. British Thermal Unit ("Btu") -The reporting basis for Btu isstandardized as 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15degrees C. and dry). Standardize the reporting basis for gigacalorie as1.035646 Kg/(cm squared) and 15.6 degrees C. and dry. One (1) Btu shall meanone British Thermal Unit and is defined as the amount of heat required to raisethe temperature of one (1) pound of water from fifty-nine degrees Fahrenheit(59 degrees F) to sixty degrees Fahrenheit (60 degrees F) at a constant pressureof fourteen and seventy-three hundredths pounds per square inch absolute(14.73 psia). Total Btu's shall be determined by multiplying the total volumeof natural gas delivered times the gas heating value expressed in Btu's percubic foot of gas adjusted on a dry basis. 4. Business Day - Monday through Friday from 9:00 a.m. to 6:00p.m., Central Clock Time (8 a.m. to 5 p.m. Mountain Clock Time), excludingFederal Banking Holidays. 5. Confirmation - shall mean the verification of the ConfirmedQuantity by the Confirming Parties. The Explicit Confirmation process requiresthat the Confirming Party respond to a request for confirmation or initiate anunsolicited confirmation response. Absent mutual agreement to the contrary, Explicit Confirmation is the default methodology (Standards Board Standard1.3.40).

MMBtu and Dth are consideredsynonymous.

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Original Sheet No. 49A Original Sheet No. 49A TRANSPORTATION GENERAL TERMS AND 6. Critical Notices - Pertain to information CONDITIONS (Continued) on transportation serviceprovider conditions that affect scheduling or adversely affect scheduled 7. Data Dictionaries - shall mean those documents created by the Standards Board which implement the Standards Board Standards, and which specifically define the business names for the various elements of the Standards Board 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 MutuallyAgreeable). Transporter has, as part of its implementation of theStandards Board Standards, incorporated by reference, the followingStandards Board Data Dictionaries: 1.3.2(vi), 1.4.1 through 1.4.7, 2.4.1through 2.4.16, 3.4.1 through 3.4.4, 5.4.1 through 5.4.22 and thestandards contained in 8. Day - A period of twenty-four (24) consecutive hours (except forthose days Recommendation R02002. adjusted for Daylight Savings Time) commencing at nine (9:00) a.m.Central Clock Time (eight (8:00) a.m., Mountain Clock Time). 9. Dekatherm ("Dth") - One dekatherm is the quantity of heat energyequivalent to one million British thermal units (MMBtu). Dth is the standardquantity for Nomination, Confirmations and Scheduling per gas day in theUnited States, gigajoules per gas day in Canada and gigacalories per gas dayin Mexico. (For reference, one (1) dekatherm = 1,000,000 Btu's; 1gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000calories.) For commercial purposes the standard conversion factor betweendekatherms and gigajoules is 1.055056 gigajoules per dekatherm and betweendekatherms 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. (TheInternational Btu is specified for use in the gas measurement standards ofthe American Gas Association, the American Petroleum Institute, the GasProcessors Association and the American Society for Testing Materials. Fornon-commercial purposes these associations note that the exact conversion factor is

1.05505585262 Gigajoules per Dekatherm.) For purposes of thistariff and associated Service Agreements,

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TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

- 10. Electronic Data Interchange ("EDI") The term "EDI" shall mean Electronic Data Interchange.
- 11. Electronic Delivery Mechanism or EDM shall mean the electronic communication methodology used to transmit and receive data related to gastransactions. 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 Standards Board Standards. Specifically, Transporter's implementation of EDM shall incorporate by reference Standards Board Standards 4.3.1 through 4.3.3, and 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.35 and Standards Board Definitions 4.2.1 through 4.2.8.
- 12. FERC or Commission The Federal Energy Regulatory Commission or any successor agency of the Federal government having jurisdiction over the rates and operations of MIGC.
- 13. Heating Value The quantity of heat, measured in Btu, produced by combustion in air of one (1) cubic foot of anhydrous gas at a temperature of sixty degrees Fahrenheit (60 degrees F) and a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia), the air being at the same temperature and pressure as the gas, after the products of combustion are cooled to the initial temperature of the gas and air, and after condensation of the water formed by combustion. For reporting purposes, Btu conversion factors will be reported to not less than three (3) decimal places and pressure base conversion factors will be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places will be used for both conversion factors.
- 14. Intra-Day Nomination Is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. MIGC has incorporated by reference the following Standards Board standards for Intra-day definitions: 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18 and 1.2.19.
- 15. Maximum Daily Quantity The maximum quantity of gas that MIGC will be required on a given day to receive at the applicable receipt point listed in Exhibit A of the Shipper's Transportation Service Agreement.

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multiplephysical and/or logical points.

TRANSPORTATION GENERAL TERMS AND CONDITIONS 16. MIGC system - The MIGC system is (Continued)

- displayed on the map set forth onOriginal Sheet No. 3 of the FERC Gas Tariff Second Revised Volume No. 1. 17. Month - A period commencing on the first day of the corresponding calendar month and ending on the first day of the next following calendarmonth. 18. Natural Gas - Any mixture of hydrocarbons or of hydrocarbons and non-combustible gases, in a gaseous state, consisting essentially of methane.

 19. One Thousand Cubic Feet ("Mcf") - The quantity of natural gasoccupying a volume of one thousand (1,000) cubic feet at a temperature of sixtydegrees Fahrenheit (60 degrees F) at a pressure of fourteen and seventy-threehundredths pounds per square inch absolute (14.73 psia). The reporting basisfor gas volumes is standardized as cubic foot at standard conditions of 14.73psia, 60 degrees Fahrenheit and dry.
- 20. Operational Balancing Agreement ("OBA") A contractbetween two parties which specifies the procedures to manage operatingvariances at an interconnect. MIGC shall offer Operational BalancingAgreements on a non-discriminatory basis. 21. Operational Flow Order - An order issued by Transporter to alleviateconditions, inter alia, which threaten or could threaten the safe operation orsystem integrity, of MIGC's system or to maintain operations required toprovide efficient and reliable firm service. Whenever MIGC experiences theseconditions, any pertinent order should be referred to as an Operational FlowOrder. 22. Package ID - Differentiates between discrete business transactions. 23. Pooling - 1) The aggregation of gas from multiple physical and/orlogical points to a single physical or logical point, and/or 2) the disaggregation of gas from a single physical or logical point to

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TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

- 24. Predetermined Allocation Agreement ("PDA") An agreement under which the operator of the facilities at a receipt or delivery point specifies how gas received or delivered by MIGC shall be allocated in accordance with confirmed nominations at such point, including how any underage or overage of actual receipts or deliveries from confirmed nominations shall be allocated. MIGC shall offer predetermined allocation agreements on a non-discriminatory basis. An OBA is a type of PDA.
- $\,$ 25. Standards Board The North American Energy Standards Board or any successor agency as designated by FERC.
- 26. Standards Board Standards Standardized procedures for critical business practices which were issued by the Standards Board and adopted by the Commission. Unless otherwise stated in this Tariff, all Standards Board Standards referred to in this tariff are Version 1.8.
- 27. Total Maximum Daily Quantity The total of Maximum Daily Quantities set forth in Exhibit A of the Shipper's Transportation Service Agreement, which is the maximum volume of gas that MIGC shall be obligated to receive from transportation service on Shipper's behalf on any given day.
- 28. Transportation Contract Demand The total of Maximum Daily Quantities set forth in Exhibit A of the Transportation Service Agreement under Rate Schedule FTS-1, which is the maximum volume of gas that MIGC shall be obligated to receive for transportation service on Shipper's behalf on any given day.
- 29. Year A period of three hundred sixty-five (365) consecutive days commencing on the date to be specified in the executed Transportation Service Agreement; provided, however, that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.

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Original Sheet no. 52A Original Sheet no. 52A CONDITIONS (Continued) USE

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CONDITIONS (Continued) 30. Segmentation - shall mean the ability of a Shipper holding acontract for firm transportation capacity to subdivide such capacity intosegments and to use those segments for different capacity transactions. AShipper may effect segmentation by nominating a number of discretetransportation primary and/or secondary point combinations using primaryand/or secondary transportation paths. The paths may be within or outside ofthe primary contracted path. The Shipper's right to nominate on any segmentof a transportation path shall be limited to the Transportation ContractDemand as defined by Shipper's underlying firm Transportation ServiceAgreement. 31. Primary Capacity - shall mean the point and transmission systemcapacity reserved for a Shipper under a firm Transportation Service Agreementas identified by the Primary Receipt and Delivery Points' Maximum DailyQuantity set forth in the Transportation Service Agreement and the Transportation Contract Demand associated with the transportation segment between those points. 32. Secondary Capacity - shall mean point and transmission systemcapacity other than Primary Capacity. Backhaul nominations which are contrary in direction from the Primary Receipt Point to Primary DeliveryPoint direction are considered a secondary transmission system path. 33. Segment - shall mean a portion of the transmission system between defined Receipt Point and Delivery Point. For purposes of this Tariff, such points are locations which are available for nomination by Shippers. 34. Maximum Delivery Quantity - shall mean the maximum quantity ofgas that MIGC will be required on a given day to deliver at the applicable Primary Delivery Point listed in Exhibit B of the Shipper's 35. Total Maximum Delivery Quantity - shall mean the total of TransportationService Agreement. MaximumDelivery Quantities set forth in Exhibit B of the Shipper's TransportationService Agreement, which is the maximum volume of gas that MIGC shall beobligated to deliver for transportation service on Shipper's behalf on anygiven day under such Agreement. The Total Maximum Delivery Quantity shallnot exceed the Transportation Contract Demand less fuel and unaccounted forloss reimbursement volumes.

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Original Sheet No. 52C Original Sheet No. 52C TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 36. Backhaul - shall mean movement of gas from a Point of Receipt to aPoint of Delivery such that the contractual direction of movement onTransporter's system is at all times and at all points along the path in addirection opposite to the actual physical flow of gas in the pipeline.

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(Continued) 2. METHOD OF MEASUREMENT 1. Unit of Measurement - The unit of measurement for the purpose ofcalculating receipt and delivery of natural gas shall be one (1) dekatherm. The number of dekatherms delivered shall be determined by multiplying thenumber of Mcf of gas delivered by the total heating value of such gas in Btu'sper cubic foot, and multiplying the product by The unit of volume for the purpose of measurement shall be one (1) Mcfat a pressure of fourteen and seventy-three hundredths pounds per square inchabsolute (14.73 psia) and at a temperature of sixty degrees Fahrenheit (60 F).All readings and registrations of the metering equipment shall be computed intosuch unit of volume. 2. Basis - All orifice meter volumes shall be computed in accordancewith Gas Measurement Committee Report No. 3 of the American Gas Association, including the Appendix thereto, published September, 1969, as revised fromtime to time. Where measurement is by other than orifice meters, allnecessary factors for proper volume determination shall be applied. orifice meter volumes shall be corrected for deviations from theideal gas laws (supercompressibility) in accordance with the referencedCommittee Report No. 3. Where displacement meters are used, the square of theorifice meter supercompressibility factor shall be applied. For the purpose of measurement, the atmospheric pressure shall be theaverage atmospheric pressure specified in the executed Transportation 3. Determination of Heating Value - The heating value of gas shall bedetermined from time to time by analysis of samples obtained from continuoussampling devices. The samples shall be run on a recording calorimeter, employing the Thomas principle of calorimetry, located at the measuring stationor at any other point on the pipeline where there will be no commingling thereafter of gas, or by means of some other recognized method. The arithmeticaverage heating value of the gas during the chart period shall be used incomputing any deficiency in Btu content of gas delivered during such period.

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Original Sheet No. 54 Original Sheet No. 54 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 4. Determination of Flowing Temperature - The temperature of the gasflowing through a meter station shall be obtained by the use of a recording thermometer. The arithmetic average temperature of the gas during the chartperiod shall be used in computing the delivery of gas during such period. Where the quantities of gas metered will not be materially affected by sodoing, the temperature at delivery shall be assumed to be sixty degreesFahrenheit (60 degrees F) when not regularly measured. Determination of Specific Gravity - The specific gravity of thegas flowing through orifice meter stations, when used, shall be determined bytaking samples of such gas by means of a recording gravitometer located at themeasuring station or at any other point on the pipeline where there will be nocommingling thereafter of gas, or by any other recognized method which may be ractical in the circumstances. The arithmetic average specific gravity of thegas at such points during the chart period shall be used in computing thedelivery of gas during such period at such points. 6. Chromatographic Analysis - If the heating value and/or thespecific gravity is determined by chromatographic analysis of the gassample, the values of the physical constants for the gas compounds and the procedure for determining the gross heating value and/or the specific gravityof the gas from them shall be as set forth in the referenced Committee ReportNo. 3. 7. New Measurement Techniques - If, at any time during theeffective term of the Rate Schedules to which these Transportation General Terms and Conditions apply, a new method or technique is developed with respectto gas measurement, such new method or technique may be substituted by MIGC inthe exercise of its reasonable judgement. MIGC shall promptly inform Shipperof any new technique adopted.3. MEASUREMENT 1. Installation and Operation of Measuring Facilities - Allmeasuring facilities shall be installed, if necessary, owned, maintained andoperated, at or near the Receipt Point(s) and Delivery Point(s), by MIGC unlessotherwise agreed. Where used, orifice meters shall employ flange taps and shall

be installed and operated in accordance with the referenced CommitteeReport No. 3.

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Original Sheet No. 55 Original Sheet No. 55 TRANSPORTATION GENERAL TERMS AND CONDITIONS 2. Installation and Operation by Shipper - Shipper (Continued) may install, maintain and operate at its own expense, at or near the Receipt Point(s) andthe Delivery Point(s) check meters and other necessary equipment by which thequantity of gas delivered to or by MIGC may be measured. Where used, orificemeters shall employ flange taps and shall be installed and operated inaccordance with the referenced Committee Report No. 3. 3. Non-interference - Measuring equipment applying to or affectingdeliveries shall be installed in such manner as to permit an accurate determin-ation of the quantity of gas delivered and ready verification of the accuracyof measurement. The parties shall exercise care in the installation, maintenance and operation of check measuring or pressure regulating equipmenton gas compressors so as to prevent any inaccuracy in the determination of 4. Calibration and Test of Measurement Equipment - Each thequantity of gas being measured. party shallhave the right to have representatives present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating or adjustingdone in connection with the other parties measuring equipment, including calorimeters, used in the measurement of deliveries of gas. The accuracy of the measuring equipment, including calorimeters, shall be verified atreasonable intervals but not more often than is found necessary in practice. 5. Electronic Flow Computers - It is recognized that electronic orother 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 MIGC in the exercise of its reasonable judgement, their use for the measurement required herein will be permitted.4. NOMINATIONS, SCHEDULING AND PRIORITY OF SERVICE General - Whenever Shipper desires service, Shipper shall furnishto MIGC a separate written nomination

for each nominated Receipt and DeliveryPoint under each Service Agreement with a begin date and end date, for flowwhich can be several days, months or years, provided the nomination begin andend dates are within

the term of the Shipper's contract. All nominations excluding intra-day nominations

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(a)

Original Sheet No. 56 Original Sheet No. 56 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) shall have roll-over options. All volumes shall be expressed in dekathermsper day and shall be stated for each Receipt and Delivery Point. If anupstream or downstream party requires additional information, if the volumestransported are subject to a discounted rate, or if additional information isotherwise required by MIGC, then, upon notification by MIGC, Shipper mustinclude in each nomination such additional information as is specified byMIGC. Nominations must be submitted to MIGC by fax transmission, or throughEDI where Shipper and MIGC have executed an agreement regarding such use. Where nominations are submitted via EDI, such nominations shall conform to Standards Board Standards 1.2.1 and 1.2.2 incorporated herein by reference. The sending party should adhere to the nomination, confirmation and schedulingdeadlines. It is the party receiving the request who has the right to waivethe deadline. All nominations are considered original nominations and shouldbe replaced to be changed. MIGC will accommodate Title Transfer Tracking asdefined by the Standards Board and set forth in standards 1.3.64 and 1.3.65. When a nomination for a date range is received, each day within thatrange is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination issuperseded by the subsequent nomination only to the extent of the daysspecified. The days of the previous nomination outside of the range of thesubsequent nomination are unaffected. Nominations have a prospective effectonly. At the end of each gas day, MIGC should provide the final scheduledquantities for the just completed gas day. With respect to the implementationof the process via the 1.4.x scheduled quantity related standards, MIGC shouldsend an end of gas day Scheduled Quantity document, provided that Receivers of the end of gas day Scheduled Quantity documents can waive this requirement. MIGC will provide emergency and after hours telephone numbers onMIGC's Internet site at www.migc.com, and MIGC supports a seven (7) days aweek, twenty-four (24) hours a day nomination process. Shipper must provideMIGC with designated contact person(s) and emergency and after-hourstelephone numbers, updating such information as changes occur. MIGC willnot be liable to Shipper if Shipper's information is outdated and MIGC isunsuccessful in its attempts to communicate with

Standards Board Standard 1.3.2 (I) - (V). MIGC will support the following standard nomination cycles:

Day prior to Gas Flow (Central Clock Times):

2. A Shipper's nomination of gas to be transported each dayshall conform to

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Original Sheet No. 56A Original Sheet No. 56A TRANSPORTATION GENERAL TERMS AND (Continued) (1) The Timely Nomination Cycle: 11:30 CONDITIONS a.m. for nominations leavingcontrol of the nominating party; 11:45a.m. for receipt of nominations by MIGC; noon to send quick response; 3:30 p.m. for receipt of completed confirmationsby MIGC from upstream and downstream connected parties; 4:30 p.m. for receiptof scheduled quantities by shipper and point operator. (2) The Evening Nomination Cycle: 6:00 p.m. for nominations leavingcontrol of the nominating party; 6:15 p.m. for receipt of nominations by MIGC; 6:30 p.m. to send quick response; 9:00 p.m. for receipt of completedconfirmations by MIGC from upstream and downstream connected parties;10:00p.m.for MIGC to provide scheduled quantities to affected shippers and pointoperators, and to provide scheduled quantities to bumped parties (notice tobumped parties). (3) The Intra-day Nomination Cycle: will take effect at the start of the gas day at 9 a.m. (b) Day of Gas Flow (Central Clock Times): (1) The Intra-day 1 Nomination Cycle: 10:00 a.m. for nominationsleaving control of the nominating party; 10:15 a.m. for receipt of nominationsby MIGC; 10:30 a.m. to send quick response; 1:00 p.m. for receipt of completedconfirmations by MIGC from upstream and downstream connected parties; 2:00p.m.for MIGC to provide scheduled quantities to affected shippers and pointoperators, and to provide scheduled quantities to bumped parties (notice tobumped parties). Scheduled quantities resulting from intra-day 1 nominations shall be effective at 5:00 p.m. on gas day. (2) The Intra-day 2 Nomination cycle: 5:00 p.m. for nominationsleaving control of the nominating party; 5:15 p.m. for receipt of nominations by MIGC; 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed confirmations by MIGC from upstream and downstream connected parties; 9:00p.m.for MIGC to provide scheduled quantities to affected shippers and pointoperators. Scheduled quantities resulting from intra-day 2 nominations shallbe effective at 9:00 p.m. on gas day. Bumping is not allowed during theintra-day 2 nomination cycle. (3) For purposes of Sections 4.2 (a) (2) and 4.2(b) (1) and (2) above, "provide" shall mean, for transmittals pursuant to standards 1.4.1 through 1.4.7, receipt at the designated site, and for purposes of other forms oftransmittal, it shall mean via fax transmission or by EDI if so requested.

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Original Sheet No. 56B Original Sheet No. 56B TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (c) Determination of Nomination Scheduling cycle and reservation ofcapacity. (1) MIGC shall determine the applicable Nomination process cyclebased upon the receipt time and the beginning effective Day of the Nomination. MIGC supports beginning effective times at the grid-widesynchronization times only (Standards Board Standard 1.3.43). (2) MIGC will allocate capacity based on Shippers' Nominationsonly during the standard Nomination cycles (Standards Board Standard1.3.42). (3) When a previously confirmed and scheduled quantity (Standards Board Standard1.3.42). isaltered, notification of such alteration should be provided to all of theparties below that are affected: 1) Confirmation Requester in aConfirmation 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) ServiceRequester(s) in a Scheduled Quantity document by the applicable ConfirmingParty or Confirmation Requester on whose system the Service Requester(s)nomination(s) were Applicable notification(s) of such alterations should be provided to the affected parties reasonably proximate in time to the time during whichthe event causing the alteration was acted upon by the ConfirmationRequester or Confirming Party, respectively. With respect to theimplementation of this process via the 1.4.x standards, Confirming Parties should send the applicable document(s) to the applicable party(ies) nolater than the next time they are slated to communicate confirmations orscheduled quantities (as applicable) (Standards Board Standard 1.3.44).

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(Continued) 3. Required Nomination changes - If estimated daily flows under aparticular Service agreement differ from the confirmed nominations, or if animbalance has occurred due to some other reason, then prospective nominationchange(s) (either receipt or delivery adjustments) may be required to bringthe receipt and delivery volumes into balance. When a Shipper receivesnotification of a required change in the nomination, the Shipper shall beresponsible for informing upstream and downstream parties of the prospective change and providing MIGC with a nomination as required in accordance with Section 4.2 hereof. 4. Confirmation by MIGC - Nominations made in accordance withSections 4.2, 4.3, 4.5, and 4.6 hereof shall not become effective until MIGChas confirmed the nominated receipts and deliveries with upstream anddownstream parties. Receiver of nomination initiates confirmation process. The Confirming Party that would receive a Request for Confirmation or anunsolicited Confirmation Response may waive obligation of sender to send(Standards Board Standard 1.3.20). For request to confirm and confirmationresponse processes, all parties will seek to confirm by means of communicating at the applicable detail/summary level all transactions with respect to alocation (Standards Board Standard 1.3.35). Shipper shall designate theappropriate person(s) who has the authority to resolve allocation issues ifrequired by MIGC and, if required by MIGC, the appropriate person(s) In the confirmation process, where a party requesting a confirmation toconfirm nominations. (aConfirmation Requester) is not itself a Transportation Service Provider, thelocation code to be used when sending a Request for Confirmation should be thelocation code associated with the location where gas will be scheduled by the Transportation Service Provider; and, where a Confirmation Requester is alsoa Transportation Service Provider; then, as between these confirming parties (the Confirmation Requester and the Confirming Parties), and absent theirmutual agreement to the contrary, the location code to be used when sending aRequest for Confirmation should be the location code used by the Transportation Service Provider sending the Request for Confirmation (Standards Board Standard 1.3.36).

TRANSPORTATION GENERAL TERMS AND CONDITIONS

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Original Sheet No. 57A Original Sheet No. 57A TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (a) Unconfirmed Nominations - Unconfirmed nomination procedures shall conform to Standards Board Standard 1.3.22 (i) - (iv) as follows: (i) With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, thelesser of the confirmation quantities should be the confirmed quantity. Ifthere is no response to a Request For Confirmation or an unsolicitedConfirmation Response, the lesser of the confirmation quantity or thepreviously scheduled quantity should be the new confirmed quantity. (ii) With respect to the processing of requests for increasesduring the intra-day nomination/confirmation process, in the absence ofagreement to the contrary, the lesser of the confirmation quantities shouldbe the new confirmed quantity. If there is no response to a Request ForConfirmation or an unsolicited Confirmation Response, the previously scheduledquantity should be the new confirmed quantity. (iii) With respect to the processing of requests for decreasesduring the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities shouldbe the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request ForConfirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be he we confirmed quantity. 4.4 (a) (i) - (iii) above, if there is noresponse to a Request for Confirmation or an unsolicited ConfirmationResponse, MIGC shall provide the shipper with the following information to explain why the (1) MIGC did not conduct the confirmation; nomination failed, as applicable:

(2) Shipper is told by MIGC that the upstream confirmingparty did not conduct the confirmation;

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Original Sheet No. 57B Original Sheet No. 57B TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (3) Shipper is told by MIGC that the upstream shipperdid not have the gas or submit the nomination; (4) Shipper is told by MIGC that the downstreamconfirming party did not conduct the confirmation; Shipper is told by MIGC that the downstreamshipper did not have the market or submit the nomination. (b) Ranking will be included in the list of data elements. Rankings provided in a Shipper's Nominations shall be used to prioritize reductions to requested quantities when making reductions during the scheduling process when such prioritization is not in conflict with other provisions of this tariff. (c) When used, Package ID will be supported for nominating, scheduling, confirming, allocating, and invoicing (sales and purchase), and not required for transportation invoicing. (d) Use of the Package ID is at the discretion of the Shipper, and if sent, will be accepted and processed by MIGC. (e) The declaration to the affected parties of operational flow orders, critical periods, and/or critical notices will describe the conditions and the specific responses required from the affected parties. (f) The key will be composed of: shipper 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 MIGC from a shipper of a transaction whose key elements match those previously received by MIGC from the shipper, MIGC will then process the begin date/time and end date/time consistent with the intentions of the standard 1.3.7 and then process the rest of 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. (g) For current in-kind fuel reimbursement procedures, fuel rates will be made effective only at the beginning of the month.

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Original Sheet No. 57C Original Sheet No. 57C TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (h) For in-kind fuel reimbursement methods, MIGC will not reject anomination for reasons of rounding differences due to fuelcalculation of less than 5 Dth.

(i) For in-kind fuel reimbursement methods, MIGC will provide, ifapplicable, a fuel matrix for receipt and delivery pointcombinations. The Service Requesters should not be responsible for calculating and totaling fuel based on each zone or facilitytraversed.

(j) The transportation priority for fuel will be the same as the levelof service as the transaction to which it applies.

(k) Intra-day nominations may be used to nominate new supply ormarket.

(l) Notice procedures of operational flow order conditions will beclearly defined in tariffs.

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Original Sheet No. 58 Original Sheet No. 58 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 5. Intra-Day Nominations (a) Nomination changes may be submitted during the day inwhich the Shipper desires the nomination to be effective or after the deadlinefor timely nominations as described in Section 4.2 hereof ("Intra-dayNominations") for service under Rate Schedules FTS-1 and ITS-1 subject to the conditions in subsection (b) below.

- (1) With the exception of otherwise stated Standards Boardnomination deadlines, when MIGC receives a Nomination document via EDI from Shipper by the conclusion of a given quarter hour period, MIGC will send tothe Shipper's designated site via EDI, a corresponding Quick Response documentby 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 alltransactions whose receipt time is less than the beginning of the subsequentquarter hour (Standards Board Standard 1.3.37).
- (2) MIGC's nightly processing and routine maintenanceoccurring outside of normal business hours are apt to interrupt the normalschedule for Nominations/quick response turnaround stated in Standards BoardStandard 1.3.37. Such delays should be kept to a minimum. The normalschedule should be resumed at the earliest opportunity and no later than thestart of normal working hours the following day, seven days per week(Standards Board Standard 1.3.38).

 (3) When a Confirmation Requester receives a ConfirmationResponse document via EDI from a Confirming party by the conclusion of a givenquarter hour period, the Confirmation Response QuickResponse 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 alltransactions whose receipt time is less than the beginning of the subsequentquarter hour (Standards Board Standard 1.3.45).

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Original Sheet No. 58A Original Sheet No. 58A TRANSPORTATION GENERAL TERMS AND CONDITIONS (4) Confirming Party's nightly processing and (Continued) routinemaintenance occurring outside of normal business hours are apt to interrupt he normal schedule for confirmations/quick response turnaround stated inStandards Board Standard 1.3.45. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and nolater than the start of normal working hours the following day, seven daysper week (Standards Board Standard 1.3.46).

(b) Intra-day Nominations are subject to the following conditions:

(1) Intra-day Nominations may only be submitted forpoints at which MIGC has sufficient measurement, telemetry and control toallow MIGC to verify flow and at which a change in volume delivered to Shippercan be implemented immediately by a corresponding Receipt Point volume change. Subject to the foregoing, Intra-day Nominations can be used to requestincreases or decreases in total flow, changes to receipt points, or changesto delivery points scheduled gas. (2) Valid Intra-day Nominations shall be processed in the order received. Such nominations shall reflect the revised total volumes that Shipper desires to be received and delivered during that Day. All nominations, including Intra-day Nominations shall be based on a daily quantity, thus an intra-day nominator need not submit an hourly nomination. Intra-day nominations shall include an effective date and time. Theinterconnected parties shall agree on the hourly flows of the intra-daynominations, if not otherwise addressed in MIGC's Service Agreement or tariff. Such nomination shall not automatically rollover to the next Day, but shallbe effective only for the Day submitted. (3) For services that provide for Intra-dayNominations and scheduling, there is no limitation as to the number ofIntra-day Nominations (Line items as per Standards Board Standard 1.2.1) whicha Shipper may submit at any one standard Nomination cycle or in total acrossall standard Nomination cycles (Standards Board Standard 1.3.32).

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right to change

Original Sheet No. 59 Original Sheet No. 59 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (4) Intra-day Nominations will be processed

(4) Intra-day Nominations will be processed on a firstcome, first served basis and are subject to the same confirmation proceduresset forth in Section 4.2 (5) Intra-day nominations will be scheduled ahead prior to becoming effective. ofpreviously scheduled interruptible nominations in the evening and intra-dayl cycles. Application of this scheduling provision may result ininterruptible nominations being bumped. (6) Unless MIGC agrees to the contrary, a revisednomination under an Intra-day Nomination may not exceed MDQ, proratedequally over the day. (7) An Intra-day Nomination is only effective for asingle day. An Intra-day Nomination does not replace the remainder of astanding nomination. There is no need to renominate if intra-day nomination modifies existing nomination. 6. Overrun Quantities -Shippers may submit nominations fortransportation of overrun volumes (volumes in excess of the applicable pointor Service Agreement MDQ). Overrun quantities must be requested on aseparate transaction. Receiver of nomination initiates confirmation with thecaveat that the receiver of the confirmation may relieve obligation of senderto send. 7. Nomination Priorities - As part of the nomination process, ifthere is more than one supply source nominated to be delivered to a singleDelivery Point, the nomination should identify how and which supply sourcesshould be cut in the event all nominated deliveries are not or cannot bemade. Similarly, the nomination should identify which delivery should becut in the event gas is not or cannot be received as nominated. 8. Flexible Receipt and Delivery Points - Any Shipper that has afirm transportation Service Agreement pursuant to the firm transportation ate schedules has the

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Original Sheet No. 60 Original Sheet No. 60 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) primary receipt and delivery points and add secondary receipt and deliverypoints to such Service Agreement, subject to the following conditions: (a) Shipper shall be able to change primary receipt and deliverypoints only if service at the changed receipt or delivery point(s) does notreduce service to any other firm Shipper with an existing right to capacity atthose same (b) Service at the secondary receipt and delivery points shall receipt or delivery point(s). notreduce service to any other firm Shipper receiving service at those points asprimary receipt and delivery points, or reduce service to any firm Shipperreceiving service at its primary delivery point(s) (c) Shipper has submitted a request to MIGC to downstream from thesecondary delivery point(s); change a primary oradd a secondary receipt or delivery point(s) in accordance with the proceduresset forth in this FERC Gas Tariff Section 6.2(b) or (c); and (d) Shipper's utilization of secondary receipt and delivery points shall not serve to increase Shipper's Maximum Daily Quantity as specified inthe Service Agreement. 9. Scheduling and Priority - To the extent capacity does not exist toprovide for all volumes nominated by Shippers on a firm basis within Shipper'sMaximum Daily Quantity and Transportation Contract Demand at primary points andpaths and at secondary points and paths, MIGC shall schedule all primary, secondary and segmented volumes nominated and tendered in sequence as follows:

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(a) First, service will be scheduled on a pro rata basis for the scheduled on the schedule TRANSPORTATION GENERAL TERMS AND CONDITIONS thefollowing firm services in order of highest priority; (i) first priority for volumes (up to the Maximum DailyQuantity or the Transportation Contract Demand, whichever is applicable,provided in the applicable service agreement) nominated by MIGC's firmtransportation Shippers utilizing primary capacity where the constraintpoint exists. This may apply at a receipt or delivery point or along atransportation segment. (ii) second priority for volumes nominated by MIGC's firmtransportation Shippers utilizing secondary capacity where the constraintpoint exists. This may apply at a receipt or delivery point or along atransportation segment. Nominations for a transportation segment are limited to the Transportation Contract Demand of the underlying applicableservice agreement. For purposes of determining if segment nominations arein excess of the Transportation Contract Demand, nominations by ReleasingShipper and nominations by Replacement Shippers shall be totaled together. Secondary nominations at a point may exceed the Maximum Daily Quantitywithout being considered overrun volumes unless the resulting total volumesnominated for a transportation segment exceed the Transportation ContractDemand for that segment. All nominations utilizing secondary capacity aresubject to the availability of capacity, Transporter's existing contractualobligations, and the maintenance of a safe, reliable and efficientoperating system as determined by Transporter. A firm Shipper may segmentits capacity by transporting in a forward haul up to its fullTransportation Contract Demand and a backward haul up to its fullTransportation Contract Demand to the same point at the same time. service will be scheduled for Shippers paying MIGC'smaximum interruptible rates as shown on Sheet No. 4

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Original Sheet No. 61 Original Sheet No. 61 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) Rate Schedule ITS-1 (up to the Maximum Daily Quantity provided in theapplicable service agreement) on a first come/first served basis amongShippers receiving interruptible transportation service under Rate ScheduleITS-1 or Authorized Overrun Service. First in time priority shall bedetermined: (1) As to any Shipper who has furnished MIGC with a completedrequest complying with the requirements of Section 6.3 herein, when acceptedby MIGC in an executed Transportation Service Agreement, such Shipper will beentitled to priority over any Shipper furnishing MIGC with a completed requestor initiating or increasing service under Paragraph (1) above on a later dateand such Shipper's service shall be unaffected by and shall have priority oversubsequent requests for service under Rate Schedule ITS-1; (2) As to any Shipper requesting transportation serviceunder any interruptible rate schedules, MIGC will not schedule nominationsthat increase the amount of natural gas moved (or nominated to be moved in theevent of force majeure) at any receipt or delivery point above that amount ofnatural gas moved at said point the prior scheduling period if such increasewould cause the reduction of any other Shipper's gas which was moved and wasscheduled to be moved the prior scheduling period; (3) As to any Shipper requesting Authorized Overrun Service, such service shall be scheduled on a first-come, first-served basis. Unless otherwise specified in the applicable capacity release Agreement,access to authorized overrun volumes between a Releasing Shipper and Replacement Shippers shall also be scheduled on a first-come, first-served basis. Then, service will be scheduled for Shippers paying less thanthe maximum interruptible rates as shown on Sheet No. 4 for Rate ScheduleITS-1 (up to the Maximum Daily Quantity provided in the applicable serviceagreement) on an economical basis among Shippers receiving interruptible trans-portation service under Rate Schedule ITS-1. First in priority shall be thoseShippers paying a higher rate followed by those Shippers paying a lower rate. For Shippers paying the same discounted rate then priority shall be 10. Capacity Related Curtailments - When scheduledin accordance with Section 4.9 (b). circumstances arise afterscheduling has occurred which restrict MIGC's ability to provide transportation for all gas tendered under executed Transportation Service Agreementswith Shippers on MIGC's

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Original Sheet No. 62 Original Sheet No. 62 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) system and require service to be curtailed, service shall be curtailed inreverse order of scheduling. (a) Firm Services - Where available capacity is less than theaggregate capacity required to satisfy all requests for firm transportationservice, whether from primary or secondary receipt points or to primary orsecondary delivery points, the following principles (i) The basis for allocating firm transportation capacity on apro rata basis shall apply: through MIGC's system or any segment of MIGC's system shall bethe aggregate of volumes nominated for delivery to MIGC ("Receipt Volumes")(less volumes to be redelivered by MIGC ("Delivery Volumes")) upstream of the point where capacity is constrained, which are included under a firm trans-portation agreement of a Shipper and which are nominated for shipment on anysegment of the MIGC system. individual allocations of capacity shall be determined by dividingthe net of Receipt Volumes and Delivery Volumes, as described above, for a firmtransportation customer which is upstream of the location where capacity is constricted, by the maximum daily quantities of all firm transportation customers requesting service through the point where capacity is constrained. The resulting factor shall be multiplied by the available capacity to determine the amount of capacity available to a particular firm transportation customer. (b) Interruptible Services - Notwithstanding anything to the contrary in this Section 4.10, with respect to interruptible transportationservice: (i) Shipper cannot increase the amount of natural gas moved (or nominated to be moved in the event of force majeure) at any receipt ordelivery point above that amount of natural gas moved at said point the priorday if such increase would cause the reduction of another Shipper's gas whichwas moved and was scheduled to be moved the prior day; (ii) a Shipper paying less than the applicable maximum ratethat has agreed to a lesser priority of service in the Transportation ServiceAgreement will be curtailed prior to those Shippers that have not agreed tosuch lesser priority. MIGC will note on its transportation request logthose Shippers

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Original Sheet No. 63 Original Sheet No. 63 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) that have agreed to a lesser priority of service in return for a rate adjust-ment. In the event that capacity is restricted on a part, but not all, ofthe MIGC system, curtailments will be restricted to those parties utilizing thepart of the system on which the restriction has occurred. 11. Compliance With Applicable Rate Schedules - With respect to (a) fails to comply with the terms of the applicable rate scheduleand the anvShipper that: terms of Shipper's Transportation Service Agreement with MIGC; or (b) is or has become insolvent or who, at MIGC's request, failsprior to the commencement of transportation or within seven days of a requestfrom MIGC to demonstrate credit-worthiness in the manner set forth in Section6.3(g) hereof and does not choose to avail itself of the procedures establishedin Section 6.3(g) hereof; MIGC shall have in addition to any other rights hereunder or in law theright, upon giving Shipper written notice of noncompliance with the terms ofthe applicable rate schedule or the terms of Shipper's Transportation ServiceAgreement with MIGC, to take appropriate legal steps to suspend, terminate, orabandon service if Shipper fails to remedy said noncompliance within the periodspecified by MIGC, and Shipper shall be deemed by its failure to remedynoncompliance to have consented to such abandonment and termination of service. For purposes of this FERC Gas Tariff, the insolvency of a Shippershall be evidenced by the filing by such Shipper or any parent entity thereof(hereinafter collectively referred to as "the Shipper") of a voluntarypetition in bankruptcy or the entry of a decree or order by a court havingjurisdiction in the premises adjudging the Shipper as bankrupt or insolvent, orapproving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the FederalBankruptcy Act or any other applicable federal or state law, or appointing receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, orordering of the winding-up or liquidation of its

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Original Sheet No. 64 Original Sheet No. 64 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) affairs, with said order or decree continuing unstayed and in effect for aperiod of sixty (60) consecutive days.5. DETERMINATION OF RECEIPTS AND DELIVERIES AND BALANCING OF TRANSPORTATION QUANTITIES 1. Receipts - Unless otherwise agreed upon by MIGC and the deliver-ing party under a PDA or an OBA, the actual quantity received shall be allo-cated pro-rata among all Shippers based on each Shipper's approved andaccepted nominations. Deliveries - Unless otherwise agreed upon by MIGC and the receiv-ing party under a PDA or an OBA, the actual quantity delivered shall beallocated as follows: first, nominated quantities under Rate Schedule FTS-1up 3. Applicability of OBAS and to MDQ; and second, ITS-1 and authorized overrun quantities, pro-rata. PDAS - MIGC will enter into an OBA orPDA with any party who operates the facilities at a receipt or deliverypoint on MIGC's transmission system if such party meets MIGC's credit-worthiness standards. PDAs and OBAs will remain in effect during periods of daily balancing. Only one PDA allocation methodology can be applied per allocation period.MIGC will post on its Internet site the OBA or PDA methodology in effect ateach receipt and delivery point. (a) PDAs shall be established using the allocation methodologies and riteria set forth in the Standards Board Standards. Specifically, Transporterhas incorporated by reference the following Standards Board Standards: 2.3.1,2.3.2, 2.3.4, 2.3.5, 2.3.6, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20,2.3.23, 2.3.25, and 2.3.27. (b) The timing for reporting daily operational allocations after thegas has flowed is within one Business Day after end of Gas Day. If the bestavailable data for reporting daily operational allocations is the scheduledquantity, that quantity should be used for the daily operational allocation.MIGC shall comply with Standards Board Standard 2.3.21 as applicable. (c) The responsibility for calculation and reporting of allocated quantities should rest with the party responsible for accepting Standards Boardallocation types. The party receiving

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Original Sheet No. 65 Original Sheet No. 65 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) nominations should provide allocation statements. (Standards Board Standard2.3.22). (d) MIGC may enter into Operational Balancing Agreements (OBA) at Points of Receipt and Delivery with the Interconnecting party. Such OBA provide for the allocation of Confirmed Nominations to the Shipper's accounts with anyoperational variances allocated to the OBA. Locations covered by an effectiveOBA do not require an additional PDA. Therefore, there is no need for shipperto submit a PDA if MIGC has an OBA in effect a receipt or delivery point. Any new or proposed change to the methodology should be sent to MIGCon or before the gas day on which the methodology is to be effective. MIGCshall confirm receipt of the methodology within 15 minutes if it is sentduring business 4. Daily Receipt Variances - If, on a daily basis, receipts at hours by fax transmission or EDI. MIGCreceipt points under a Transportation Service Agreement differ from Shipper'sdaily nominations under such agreement by more than ten percent (10%) of suchdaily nomination, Shipper shall pay MIGC, in addition to charges pursuant tothe rate provisions of the applicable MIGC Rate Schedule and any otherapplicable charges under these Transportation General Terms and Conditions anamount equal to the maximum ITS-1 rate times the total volume of any suchdifference, and MIGC may suspend receipts or deliveries (as appropriate) under such agreement pursuant to Section 15.3 or Section 4.11 until such timeas Shipper is in balance. Provided, however that if a daily receipt varianceunder an ITS-1 Transportation Service Agreement arises during a non-critical period as a result of "bumping" (as defined herein), any penalty which wouldbe otherwise applicable to such variance will be waived. The penalty value determined in Section 4 above will be credited to account 242, Miscellaneous Current and Accrued Liabilities, and maintainedfor each Shipper. At the close of each twelve (12) month period from theeffective date of this tariff sheet, MIGC will credit the amounts, if any, recorded in any Shipper's account, net of any costs incurred, to the othershippers not incurring a penalty described in Section 4 above during the sametwelve (12) month period. 5. Balancing - An imbalance results when a Shipper makes delivery (orcauses the delivery) to MIGC at the receipt point(s) under a TransportationService Agreement of a quantity of gas which, after appropriate reduction or fuel and loss, is less than or greater than the quantity of gas takenfrom MIGC at the delivery point(s) under such agreement. Shipper shallmaintain thermal balancing of receipts and deliveries under each agreement ona daily basis. Except with respect to periods during which actions by MIGC orforce majeure with respect to MIGC have caused imbalances or rendered Shipperincapable of curing imbalances during applicable periods, the procedurescontained in this Section 5 hereof shall apply. However, no imbalance penaltyshall be imposed when a prior adjustment applied to the current period causesor increases a current month penalty.

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Original Sheet No. 66 Original Sheet No. 66 TRANSPORTATION GENERAL TERMS AND CONDITIONS 6. Monthly Imbalances - Monthly imbalances result when (Continued) actualdeliveries by Shipper to MIGC at the aggregate of MIGC's receipt points undera Transportation Service Agreement, less applicable fuel and unaccounted forloss reimbursement volumes, vary in any billing month from the aggregate ofdeliveries at MIGC's delivery points under such agreement that month. (a) MIGC shall determine the monthly imbalance quantity attributableto each Transportation Service Agreement for each Shipper through the last dayof the billing month, with the cutoff for the closing of measurement beingfive (5) business days after the business month. Measurement data, which ismissing or late, shall be estimated by the measuring party, with subsequently obtained actual data to be treated as a prior period adjustment. Prior periodmeasurement adjustments shall be reported as a restated line item reflectingthe new total quantity by Day and by Month (Standards Board Standard 2.3.12).MIGC shall then net imbalance quantities arising under each TransportationService Agreement with each Shipper for such month against imbalance quantities arising under all other Transportation Service Agreements with such Shipper forsuch month, to determine one monthly imbalance quantity for each Shipper. cumulative imbalance quantity shall be calculated as thecumulative total of all previous and current monthly imbalance quantities whichhave not been cashed out, swapped or cured in any other manner as allowed inthis tariff. If the cumulative imbalance quantity for a Shipper exceeds five(5) percent of the total monthly quantities received or delivered, asapplicable, under all of Shipper's Transportation Service Agreements, MIGCshall notify Shipper of such imbalance by time-stamping and delivering toShipper's designated address on or before the ninth (9) business day after theend of the month in which the excess occurred an Imbalance Statement, indicating the level of the Shipper's cumulative imbalance for the precedingbilling month. Shipper shall have thirty (30) days from the date of theImbalance Statement to cure the cumulative imbalance either through additionaldeliveries to or receipts of gas from MIGC, or by the use of Imbalance Swaps. (i) "Imbalance Swaps" shall mean the reallocation of cumulative imbalance quantities from one Shipper to another Shipper in order to reduce the cumulative imbalance quantities of both Shippers. (ii) Shippers shall negotiate the terms of any Imbalance Swapsamong themselves. The results of any successfully negotiated Imbalance Swapsmust be

reported to MIGC, in writing (Imbalance Trade Confirmation), by all

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CONDITIONS (Continued) Shippers involved within the thirty (30) day period provided for curingcumulative imbalances, in order for such transactions to be considered byMIGC in its determination of Cash Out calculation, as set forth below. Afterreceipt of an Imbalance Trade Confirmation, MIGC shall send an ImbalanceTrade Notification to the initiating trader and the confirming trader no laterthan noon (central clock time) the next business day. (c) The term "Cash Out" shall refer to the resolution of the cumulativeimbalance quantity by the procedures set forth in this Section 5.6(c)pursuant to which a market index rate is multiplied by the cumulative imbalancequantity to determine an amount payable either to MIGC or shipper to eliminate the cumulative imbalance. If a Shipper's cumulative imbalance quantity remains at or above five (5) percent by the end of the thirty (30) day period forcuring imbalances, Shipper shall be subject to the following Cash Outprovisions as to the entire remaining cumulative imbalance quantity, provided, however, that cumulative imbalance volumes which have occurred at aninterconnection between MIGC's system and another interstate pipeline will notbe subject to these Cash Out provisions when it is determined by MIGC thatShipper is not at fault for the The cash out Index Price shall be the average of each DailyMid Point Price for imbalance. (i) Colorado Interstate Gas Company (North System) aspublished by Gas Daily (Pasha Publications) for the month in which theimbalance occurred. (ii) Where the cumulative imbalance represents volumes owed toMIGC, Shipper shall pay MIGC an amount equal to 110% of the Cash Out IndexPrice times the (iii) Where the cumulative imbalance represents volumes cumulative imbalance quantity. owedShipper by MIGC, MIGC shall pay Shipper any amount equal to 90% of the CashOut Index Price times the cumulative imbalance quantity. (iv) Notwithstanding the above, should MIGC, at its discretion, deliver or cause to be delivered volumes which would otherwise cause Shipperto incur a Cash Out fee for non-conforming redeliveries, MIGC shall notifyShipper, and such Cash Out fees will be reduced to the extent applicable. Any resulting imbalances shall be made up on a mutually agreeable basis assoon as possible. (v) Payment of Cash Out amounts as determined above shallresolve all cumulative imbalance quantities considered in such Cash Outcalculations.

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CONDITIONS (Continued) (vi) The value of the difference between 100% of the pricedetermined in (i) and the cash out value determined in either (ii) or (iii) above, will be credited to account 242, Miscellaneous Current and AccruedLiabilities, and maintained by Shipper. At the close of each twelve (12) month period from the effective date of this tariff sheet, MIGC will refundthe amounts, if any, recorded in any Shipper's account to the other shipperson MIGC's system during the same twelve (12) month period, such amount to be allocated among the shippers based on receipts into the pipeline stated inMMBtus.

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Original Sheet No. 67 Original Sheet No. 67 TRANSPORTATION GENERAL TERMS AND CONDITIONS 7. Resolution of Final Imbalances - Imbalances existing (Continued) at thetermination of any FTS-1 and ITS-1 Agreement shall (unless that agreement isrenewed or rolled over) be made up within sixty (60) days after termination of the FTS-1 and ITS-1 Agreements. Any imbalances not made up within that period shall be eliminated through the procedures set forth in Section 5.6.6. TRANSPORTATION REQUEST LOG; INFORMATION REQUIREMENTS:

1. Initial Requests - MIGC will keep a log of all requests forinterruptible transportation received at its offices, by the time and dateMIGC receives a complete request for service under this FERC Gas Tariff, which conforms to Section 6.3. MIGC shall consider for transportation service underthe appropriate interruptible Rate Schedule all complete (a) With respect to all requests for transportation service by requests in the orderreceived. aShipper who had not contracted for service prior to June 30, 1986, and forthose Shippers who had contracted for service prior to June 30, 1986 but whodesire to amend their transportation agreement, the provisions of Sections 6.1 through 6.3 shall govern. (b) MIGC will inform potential Shippers in writing of any defectsin the Shipper's request within seven (7) days of receipt, after which Shipperwill have seven (7) days to cure listed defects in order to maintain its placeon the log. Requests not cured within said period will be deemed null andvoid. (c) Valid and cured requests will be acknowledged in writing by MIGCwithin seven (7) days of receipt (of initial request or information curingdefective request, as the case

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Original Sheet No. 68 Original Sheet No. 68 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) may be) by MIGC, after which MIGC will forward to Shipper within seven (7) additional days a Transportation Service Agreement signifying acceptance of the Shipper's request for transportation. If Shipper does not execute and returnsaid Transportation Service Agreement and other information required by Section6.3 within seven (7) days, Shipper's request will be deemed null and void and Shipper's request will be removed from the request log. (d) Requests for transportation under this FERC Gas Tariff will beinvalid and will not be considered if service is requested to commence laterthan sixty (60) days after the information specified in Section 6.3 of thisFERC Gas Tariff is provided to MIGC. 2. Changes to Initial Requests or Transportation Service Agreements -Interruptible Shippers, including those with accepted requests for transporta-tion, shall be allowed, to the extent authorized by the FERC, to change receipt and delivery points, provided that sufficient capacity exists in MIGC's existing facilities. Firm Shippers shall be allowed to change receipt anddelivery points in accordance with Section 4.8. (a) Changes in Receipt and Delivery Points - If an interruptibleShipper with an accepted request for transportation or executed TransportationService Agreement desires to change Receipt or Delivery Points and/or theportion of a Maximum Daily Quantity applicable to each, such interruptibleShipper shall advise MIGC of the request for transportation sought to beamended and the particulars in which such requests is amended, in accordancewith the requirements of Section 6.3 hereof. (b) Changes in Primary Receipt and Delivery Points - If a firmShipper with an executed Firm Transportation Service Agreement desires tochange primary receipt or delivery point(s), such firm Shipper shall be able todo so without losing priority of service provided that: (1) Sufficient capacity exists at the changed receipt (2) Shipper has advised MIGC of the changes sought and ordelivery point(s), and theparticulars in which Shipper desires that MIGC amend the transportationagreement, in accordance with the requirements of Section 6.3(a), (b) and (c) hereof.

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Original Sheet No. 69 Original Sheet No. 69 TRANSPORTATION GENERAL TERMS AND CONDITIONS (c) Addition of Secondary Receipt and Delivery Points -(Continued) If a firmShipper with an executed Firm Transportation Service Agreement desires to addsecondary receipt or delivery points, such firm Shipper shall be able to do sowithout losing priority of service provided (1) Sufficient capacity exists at the secondary receipt or deliverypoints, and (2) Shipper has advised MIGC of the additional receipt and deliverypoints sought and the particulars in which Shipper desires that MIGC amend thetransportation agreement to add the secondary receipt or delivery point(s) inaccordance with the applicable requirements of Section 6.3(a), (b) and/or (c). 3. Information Requirements - Shippers shall provide MIGC with allStandards Board required data. Requests for transportation hereunder, including requests for changes in accepted requests or existing TransportationService Agreements, shall be made by providing the following information in ane-mail to the address provided on MIGC's internet site which is provided inSection 22, to the attention of MIGC Services. A signed copy of the requestshall be faxed within 48 hours of the e-mail request: (a) Gas Quantities - The Maximum Daily Quantity applicable to each receipt and delivery point, and estimated total quantities to be received andtransported over the delivery period should be stated individually in bothMcfs and dekatherms for each point of receipt and each point of delivery. Requests for transportation of less than 50 dekatherms per day will not beaccepted by MIGC. (b) Receipt Point(s) -(1) The point(s) of entry into MIGC's system; and (2) The name of the pipeline, gatherer or other entitydelivering the gas to MIGC's system. (c) Delivery (1) Point(s) of delivery by MIGC; Point(s) -

transportation at less than the applicable maximum Rate.

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(Continued)

(Date service requested to terminate.

(E)

Transportation Rate Requested - Shipper shall specify whether theservice requested is firm(FTS-1) or interruptible(ITS-1) and that it is willingto pay the maximum Rate provided for the applicable Rate Schedule or, if suchis not the case, will specify the rate at which it is willing to execute a Transportation Service Agreement. MIGC shall be under no obligation to accept requests for

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Original Sheet No. 70A Original Sheet No. 70A TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (f) Performance - A letter from Shipper certifying that Shipper hastitle to the gas to be delivered to MIGC for transportation, or has a currentcontractual right to acquire title to the gas prior to its delivery to MIGC, and has entered into or will enter into those arrangements necessary to assureall upstream and downstream transportation will be in place prior to the commencement of transportation service. (g) Creditworthiness - MIGC may initiate a creditworthiness re-evaluation for any Shipper. A Shipper which has not demonstrated adequatecreditworthiness through past transactions with MIGC or for who MIGC hasinitiated a re-evaluation shall, prior to the commencement of transportation or within seven days of a request from MIGC to demonstrate creditworthiness, provide information sufficient to demonstrate its creditworthiness to MIGC.MIGC will comply with Standard Board Standards 0.3.3 through 0.3.10. (1) Evidence of creditworthiness may include the following, asapplicable to Shipper: (i) a copy of Shipper's most recent audited financial statement; (ii) a copy of Shipper's most recent annual report and 10-K form;

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Original Sheet No. 71 Original Sheet No. 71 TRANSPORTATION GENERAL TERMS AND CONDITIONS (iii) a list of affiliated companies, (Continued) including Shipper'sparent company, subsidiary companies, and other affiliated companies, if any; (iv) bank or other credit references; (v) additional credit information specifically requested byMIGC or submitted by Shipper to establish minimal credit worthiness of Shipper. ${\tt MIGC\ will\ take\ all\ reasonable\ and\ necessary\ steps\ to\ protect\ the confidentiality\ of\ financial}$ (2) If Shipper chooses not to supply the information in information submitted by Shipper. (1)hereof or after submitting such information is determined by MIGC not to becreditworthy, Shipper may receive or continue to receive interruptibleservice under this FERC Gas Tariff if Shipper supplies within seven (7) daysof a request by MIGC and keeps in place a letter of credit or similar good and sufficient security against which MIGC may draw if Shipper fails to remit whendue amounts owed for transportation service actually rendered. Such letter ofcredit or other similar assurance shall be sufficient to reimburse MIGC forthree (3) months of transportation service to the Shipper at the Shipper'stotal Maximum Daily Quantity times the effective ITS-1 rate. Failure onShipper's part to provide the security set forth herein will be deemed to beconsent on the part of Shipper for MIGC to delete Shipper's request from itstransportation request log or to take appropriate legal steps to ceaserendering service as the (1) The specific circumstances warrant or require. (h) Affiliate Information affiliation of the requester with MIGC, and the extent of MIGC's affiliation, if any, with the person to (2) The identity of the Shipper making the request be provided transportation service. fortransportation service including designating whether the Shipper is a LocalDistribution Company, an Interstate pipeline, an intrastate pipeline, and EndUser, a Producer, or a Marketer.

(1) grain of hydrogen Sulfide per one hundred (100) cubic feet.

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Original Sheet No. 72 original Sheet No. 72 (Continued) (i) Subsequent InformationShipper will provide to MIGC at the time of execution of the TransportationService Agreement the names of all upstream and downstream entities trans-porting gas for Shipper and the name of any intrastate pipeline or LDC usingthe gas to be transported for system supply and the end-user of gas, asapplicable.7. QUALITY 1. Specifications - Except as otherwise provided below, all naturalgas delivered to MIGC at mainline Receipt Point(s) and all natural gasdelivered by MIGC at the Delivery Point(s) shall conform to the followingspecifications: (a) Oxygen - The oxygen content shall not exceed one-tenth of onepercent (0.1%) by volume and every reasonable effort shall be made to keep thegas delivered free of oxygen. (b) Liquids - The gas shall be free of water and hydrocarbons inliquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain water vapor in excess of five (5) poundsper million cubic feet. (c) Hydrogen Sulphide - The gas shall not contain more than one

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therights and

Original Sheet No. 73 Original Sheet No. 73 TRANSPORTATION GENERAL TERMS AND CONDITIONS (d) Total Sulphur - The gas shall not contain more (Continued) than twenty (20)grains of total sulphur per one hundred (100) cubic feet. (e) Carbon Dioxide -The gas shall not have a carbon dioxidecontent in excess of three percent (3%) by volume. Dust, Gums, and Solid Matter - The gas shall be commerciallyfree of dust, gums, and other solid matter. (g) Heating Value - The gas shall contain an average heating contentof not less than nine hundred sixty-eight (968) Btu's per cubic foot nor morethan twelve hundred (1,200) Btu's per cubic foot. (h) Temperature - The gas shall be delivered at temperatures not inexcess of one hundred twenty degrees MIGC agrees to accept natural gas which differs from the qualityspecifications Fahrenheit (120 F). set forth above only until such time as MIGC, in its reasonablediscretion and judgement, determines that natural gas received for transporta-tion must conform to the quality specifications set forth above to maintaindesired standards in and/or prudent operation of part or all of MIGC's system. Upon such a determination, MIGC will notify Shipper that, within aspecified period of time, all prospective deliveries must comply with thequality specifications set forth above or the provisions of Section 7.2 below shall be applicable to all natural gas tendered fortransportation which does not so comply. 2. If, at any time, gas tendered by Shipper for transportation by MIGCshall fail to substantially conform to any of the applicable qualityspecifications, MIGC shall notify the Shipper of such quality deficiency; and in the event that within the specified period of time set forth in the notification the Shipper fails to remedy any such quality deficiency to the extent necessary, MIGC may, at its option, refuse to accept delivery pendingfurther correction of the deficiency by the Shipper to the extent necessary, orcause the processing of such gas at the Hilight Plant to bring such gas intoconformity with the applicable quality standards. Failure by either MIGC orShipper to tender deliveries that conform to any of the applicable qualityspecifications shall not be construed to eliminate, or limit in any manner,

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3.3.26.

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(Continued) obligations existing under any other provisions of the executed Trans-portation Service Agreement. MIGC will not exercise the option provided hereinin a manner that is unduly discriminatory or otherwise inconsistent with theregulations of the FERC.8. BILLING AND PAYMENT 1. Billing - MIGC shall prepare the transportation invoice on or beforethe ninth (9th) business day of the month for services provided duringthe preceding calendar month. MIGC shall render an imbalancestatement to Shipper prior to or with the invoice. Render is defined aspostmarked, time-stamped, and delivered to the designated site. MIGCshall comply with the Standards Board invoicing standards. Missing orlate measurement data will be estimated, with the measuring party toprovide the estimate and MIGC will invoice based on estimatedvolumes. When actual data is received it will be treated as a prior periodadjustment.It is Transporter's intent to comply with the standards published by theStandards Board. The Standards Board Standards related to this billingand Payment section are: 3.1.1, 3.1.2, 3.2.1, 3.3.1, 3.3.2, 3.3.3, 3.3.4,3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14,3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.23,3.3.24, 3.3.25 and

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Original Sheet No. 76 Original Sheet No. 76 TRANSPORTATION GENERAL TERMS AND CONDITIONS 2. Payment by Wire Transfer - Payment to MIGC for services renderedduring the (Continued) preceding month shall be due on the twenty-six (26) day of thecalendar month next succeeding that month for which such service was renderedand shall be paid by Shipper on or before such due date. Subject to theprovisions of Section 8.3 below, Shipper shall make such payment to MIGC bywire transfer in immediately available funds to a depository designated byMIGC. When the due date falls on a day that the designated depository is notopen in the normal course of business to receive Shipper's payment, Shippershall cause such payment to be actually received by MIGC on or before thefirst business day on which the designated depository is open after such duedate. Shipper shall identify the invoice number on the payment.

3. Payment Other Than by Wire Transfer - In the event that Shipperis unable to make payment by wire transfer, then payment to MIGC for services rendered during the preceding month shall be due on the twenty-fifth (25th)day of the calendar month next succeeding that month for which such servicewas rendered. Shipper shall cause payment for such bill to be actuallyreceived by MIGC at either MIGC's office in Denver, Colorado, directed to theattention of General Accounting or at a lock box designated by MIGC, on orbefore such due date. When the due date falls on a day that MIGC's officeslocated in Denver, Colorado, are not open in the normal course of business toreceive Shipper's payment, Shipper shall cause such payment to be actually received by MIGC on or before the last business day on which MIGC's officeslocated in Denver, Colorado, are open prior to such due date. Shipper shallidentify the invoice number on the payment. 4. Failure to Pay Bills - (a) Shipper fail to pay all of the amount of any bill when the same becomes due, Shipper shall pay MIGC a

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Original Sheet No. 77 Original Sheet No. 77 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) charge on the unpaid balance that shall accrue on each calendar day from thedue date at a rate equal to the then effective FERC interest rate per annumannounced pursuant to 18 C.F.R. Section 154.67(c) (or any analogous successorregulation), provided that for any period that such late charge exceeds anyapplicable maximum Rate permitted by law, the late charge shall equal saidapplicable maximum Rate. The late charge provided for by this Paragraph shallbe compounded quarterly. If either principal or late charges are due, anypayments thereafter received shall first be applied to the late charges due, then to the previously outstanding principal due and, lastly, to the ipal due. (b) If any bill remains unpaid for thirty (30) days after the duedate (1) MIGC shall have in addition to any other rights hereunder or inlaw the right, upon mostcurrent principal due. giving Shipper written notice, to take appropriate legalsteps to suspend or terminate service and Shipper, by its non-payment ofamounts due within five (5) days of notice, shall be deemed to have consented to such suspension or termination of service; (2) provided, however, that if Shipper in good faith disputes theamount of any bill or part thereof then Shipper shall provide documentationidentifying the basis for the dispute. Shipper shall pay to MIGC such amount, if any, that Shipper concedes to be correct and, if within five (5) days of thewritten notice provided hereunder Shipper furnishes MIGC with sufficient suretybond in an amount and with surety satisfactory to MIGC or other acceptableassurance to MIGC, guaranteeing payment to MIGC of the amount ultimately founddue upon such bill after a final determination which may be reached either byagreement or by judgment of the courts, as the case may be, then MIGC shall notbe entitled to take actions necessary to suspend or terminate furtherdeliveries unless and until default be made in the conditions of such bond orassurance.

the month then the time for payment shall beextended by one (1) day from each day that the rendering of said bill isdelayed unless Shipper is responsible for such delay.

5. Delayed Bill - If MIGC fails to render to Shipper any invoice by theninth (9th) business day of

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Original Sheet No. 78 Original Sheet No. 78 TRANSPORTATION GENERAL TERMS AND CONDITIONS 6. Adjustment of Errors - All claims of either MIGC or (Continued) Shipper thatmeasurement is in error, for any reasons, as to the gas received and/ordelivered must be submitted in writing by such party to the other party withinsix (6) months from the date of the invoice in which the error is claimed tohave occurred, followed by a three (3) month rebuttal period, or else suchclaim shall be deemed to have been waived by the aggrieved party. This timelimitation will not apply in the case of deliberate omission or mutual mistakeof fact. Also, the parties' other statutory or contractual rights shall nototherwise be diminished by this provision. A meter adjustment or correction becomes a prior period adjustment after the fifth (5th) Business Day following the production month. Any measurement prior period adjustments are taken backto the production month. Shipper shall reimburse MIGC within ten (10) days of invoicethereof for all filing and other fees which are due pursuant to the FERC'sRegulations and which are attributable to an executed Transportation ServiceAgreement.9. FORCE MAJEURE 1. Effect of Force Majeure - In the event of either MIGC or Shipperbeing rendered unable by force majeure to wholly or in part carry out itsobligations under the provisions of the executed Transportation ServiceAgreement, it is agreed that the obligations of the party affected by suchforce majeure, other than to make payments due, shall be suspended withoutliability for breach of contract during the continuance of any inability socaused and such cause shall, so far as possible, be remedied with allreasonable dispatch. A force majeure event affecting the performance byeither party shall not relieve it of liability in the event of its concurringnegligence, where such negligence was a cause of the force majeure event, orin the event of its failure to use reasonable diligence to remedy thesituation and remove the cause in an adequate manner and with all reasonabledispatch, nor shall such causes or contingencies relieve either party ofliability unless such party shall give notice and full particulars of thesame in writing to the other party as soon as possible 2. Definition of Force Majeure - The term "force majeure" as after the occurrencerelied on.

employedherein shall mean acts of God, strikes, lockouts or other industrial disturbances, failure of any

third parties necessary to the performance byeither MIGC or Shipper under

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(Continued) the executed Transportation Service Agreement, inability to obtain pipe orother material or equipment or labor, wars, riots, insurrections, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrestsand restraint of rulers and people, interruptions by government or courtorders, present or future orders of any regulatory body having properjurisdiction, civil disturbances, explosions, breakage or accident tomachinery or lines of pipe, freezing of wells or pipelines, and any other causewhether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which, by the exercise of due diligence, such party is unable to overcome. Nothing contained herein, however, shall beconstrued to require either party to settle a strike against its will.10. CONTROL AND POSSESSION OF NATURAL GAS

1. As between 1. As between MIGC and Shipper, MIGC shall be deemed to be in controland possession of the natural gas from the time it is delivered to MIGC at theReceipt Point(s) until it is redelivered to Shipper at the Delivery Point(s), and Shipper shall be deemed to be in control and possession of thenatural gas at all other 2. MIGC shall have no responsibility prior to its acceptance ofnatural gas at the receipt point(s) and after delivery at the deliverypoint(s), and Shipper shall have sole responsibility for all arrangementsnecessary for delivery of natural gas to MIGC at the receipt point(s) fortransportation, and for all arrangements necessary for receipt of naturalgas for the account of Shipper at the delivery point(s), which arrangementsotherwise meet the provisions set forth in these Transportation General 1. Notwithstanding anything to the contrary Termsand Conditions.11. ADVERSE CLAIMS TO NATURAL GAS in the executed Transporta-tion Service Agreement Shipper agrees to indemnify and hold harmless MIGC, itsofficers, agents, employees and contractors against any liability, loss ordamage whatsoever, including costs and attorneys' fees, suffered by MIGC, itsofficers, agents, employees or contractors, where such liability, loss ordamage arises directly or indirectly out of any demand, claim, action, causeof action or suit brought by

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Original Sheet No. 80 Original Sheet No. 80 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) any person, association or entity, public or private, asserting ownership of oran interest in the natural gas tendered for transportation.12. INDEMNIFICATION 1. Shipper agrees to indemnify and hold harmless MIGC, its officers, agents, employees and contractors against any liability, loss or damagewhatsoever occurring in connection with or relating in any way to the executedTransportation Service Agreement, including costs and attorneys' fees, whetheror not such liability, loss or damage results from any demand, claim, action, cause of action, or suit brought by

Shipper or by any person, association orentity, public or private, that is not a party to the executed TransportationService Agreement, where such liability, loss or damage is suffered by, itsofficers, agents, employees or contractors as a direct or indirect result of any breach of the executed Transportation Service Agreement or sole or concurrent negligence or gross negligence or other tortuous

 $\operatorname{act}(s)$ oromission(s) by Shipper, its officers, agents, employees or contractors.

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(Continued) 13. ODORIZATION 1. As between MIGC and Shipper, MIGC shall have no obligationwhatsoever to odorize the natural gas delivered, nor to maintain any odorantlevels in such natural gas. Notwithstanding anything to the contrary in theexecuted Transportation Service Agreement, Shipper agrees to indemnify and holdharmless MIGC, its officers, agents, employees and contractors against anyliability, loss or damage, including costs and attorneys' fees, whether or notsuch liability, loss or damage arises out of any demand, claim, action, causeof action, and /or suit brought by Shipper or by any person, association orentity, public or private, that is not a party to the executed TransportationService Agreement, where such liability, loss or damage is suffered by MIGC, its officers, agents, employees and/or contractors as a direct or indirectresult of any actual or alleged failure by Shipper, MIGC and /or any otherperson, association, or entity, public or private, to odorize the natural gasor product delivered or to maintain any odorant levels in such natural gas orproduct.14. WAIVERS AND NON-WAIVER OR FUTURE DEFAULT 1. MIGC shall have the right to waive any one or more specificdefaults by any Shipper of any provision of the applicable rate schedule orTransportation Service Agreement; provided, however, that no such waiver shalloperate or be construed as a waiver of any other existing or future default ordefaults, whether of a like or different character. In no event will waiversbe granted or denied in an unduly discriminatory manner. 2. MIGC may, in exercise of its reasonable discretion, and on a notunduly discriminatory basis, waive any of its rights under this Tariff or anyobligations of Shippers under this Tariff. MIGC shall not be obligated to file notice with, or seek approval from, the Commission for any such waiverthat is uniformly applicable to all MIGC's affected customers. No waiver shalloperate or be construed as a waiver of future rights or obligations, whetherof a like or different character.

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Original Sheet No. 81A original Sheet No. 81A TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 15. SERVICE CONDITIONS 1. Properties and Facilities - Unless otherwise agreed to in writing, MIGC shall only be responsible for the maintenance and operation of its ownproperties and facilities and shall not be responsible for the maintenance oroperation of any other properties or facilities connected in any way with thetransportation of natural gas. 2. Alterations and Repairs - MIGC shall have the right to interrupt thetransportation of natural gas when necessary to test, alter, modify, enlargeor repair any facility or property comprising a part of, or appurtenant to, the MIGC System, or otherwise related to the operation thereof. MIGC shall

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Original Sheet No. 82 Original Sheet No. 82 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) endeavor to cause a minimum of inconvenience to Shipper and, except in casesof emergency, shall give Shipper advance notice of its intention to sointerrupt the transportation of gas and of the expected magnitude of suchinterruptions. Flow Orders (OFO) will be issued when requiredfor the maintenance or expansion of the system. Notice of an OFO that isnot for emergency repair purposes, will be issued no less than three (3) daysprior to the scheduled start date of the OFO. (b) Operational Flow Orders (OFO) that are issued on an emergencybasis will be communicated as quickly as MIGC is aware of the emergency. an OFO will include the reason for the OFO, the scheduled start date and time, and the anticipated completion date and time. If the OFO extends longer than twentyfour (24) hours, MIGC will issue updateson the status of the OFO and the expected return to service every twentyfour(24) hours. Notice will be given by facsimile transmission and by posting anotice on the web site. 3. Preservation of System Integrity - MIGC shall have the right tointerrupt service without prior notice to Shipper in the event actions by the Shipper threaten the integrity of MIGC's system or in the event that immediate or irreparable harm will be caused by Shipper's failure to complywith the terms of the applicable Rate Schedule or Transportation ServiceAgreement.16. STATUTORY REGULATION 1. The respective obligations of MIGC and Shipper under the executedTransportation Service Agreement are subject to the laws, orders, rules andregulations of duly constituted authorities having jurisdiction.

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TRANSPORTATION GENERAL TERMS AND (Continued) 17. CAPACITY RELEASEThis section sets forth a CONDITIONS firm capacity release procedurepursuant to which existing shippers under any firm, open-access, Part284 service agreement or any replacement Shipper can voluntarily release or rerelease (in the case of a replacement Shipper) and assign all or part of their firm capacity rights to a Replacement Shipper or Prearranged Shipper that wants to obtain that capacity onthe same terms and basis as the primary release. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however it is onlyapplicable if 1) all information provided by the parties to thetransaction is valid and the acquiring Shipper has been determined to meet MIGC's creditworthiness requirements applicable to allservices that the acquiring Shipper receives from MIGC, including theservice represented by the capacity release and 2) there are nospecial terms or conditions of the release. 1. Release Option. Any Shipper who receives service under afirm open-access Part 284 service agreement may release 1. Release firm capacityunder one of the following options: (a) Biddable Release (less than one (1) year). Forproposed capacity releases of less than one (1) year for which theReleasing Shipper's offer to

release capacity is

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(Continued) tendered by 12:00 p.m. Central Clock Time (11:00 Mountain Clock Time) on aBusiness Day, the open season shall end no later than 1:00 p.m. Central ClockTime (12:00 p.m. Mountain Clock Time) on a Business Day. A bid evaluationperiod will begin at 1:00 p.m. Central Clock Time (12:00 p.m. Mountain Clock), during which time contingencies will be eliminated, ties will be broken anddetermination of the best bid will be made. The bid evaluation period ends at2:00 p.m. Central Clock Time (1:00 p.m. Mountain Clock Time). MIGC shallcommunicate the match or award by 2:00 p.m. Central Clock Time (1:00 p.m.Mountain Clock Time) the day the open season ends. If a Prearranged Shipper'sbid is not the "best bid," the Prearranged Shipper shall be given a one-halfhour period from 2:00 p.m. until 2:30 p.m. Central Clock Time (1:00 p.m. until1:30 p.m. Mountain Clock Time) on the day the open season ends to determinewhether to match the "best bid" and to notify MIGC of its decision. MIGCshall post the bid award for a match bid by 3:00 p.m. Central Clock Time(2:00 p.m. Mountain Clock Time) on the day the open season ends. MIGC shallissue a contract within one hour of award posting (with a new contract number, when applicable) and nomination shall be possible beginning at the nextavailable nomination cycle for the effective date of the contract. If theReleasing Shipper specifies a bid evaluation methodology other than highestrate, net revenue or present value, the above-stated timeline for evaluatingbids and awarding capacity shall not apply. (b) Biddable Release (1 year or more). For proposed capacity releaseof a duration of one (1) year or more for which the Releasing Shipper's offerto release capacity is tendered by 12:00 p.m. Central Clock Time (11:00 Mountain Clock Time) four (4) business days before a bid is awarded, the open season shall consist of a three (3) business day period and shall endno later than 1:00 p.m. Central Clock Time (12:00 p.m. Mountain Clock Time)on the day before nominations are due. A bid evaluation period will begin at1:00 p.m. Central Clock Time (12:00 p.m. Mountain Clock Time) during whichtime contingencies will be eliminated, ties will be broken and determination of the best bid will be made. The bid evaluation period ends at 2:00 p.m.Central Clock Time (1:00 p.m. Mountain Clock Time). MIGC shall communicate the match or award by 2:00 p.m. Central Clock Time (1:00 p.m. Mountain ClockTime) the day the open season ends. If a Prearranged Shipper's bid is not the "best bid," the Prearranged Shipper shall be given a one-half hour period, from 2:00 p.m. until 2:30 p.m. Central Clock Time (1:00 p.m. until 1:30 p.m. Mountain Clock Time) on the day the open season ends to match the best bid andto notify MIGC of its decision. MIGC shall post the bid award for a match bidby 3:00 p.m. Central Clock Time (2:00 p.m. Mountain Clock Time) on the day theopen season ends. MIGC shall issue a contract within one hour of award posting(with a new contract number, when applicable) and nomination shall be possiblebeginning at the next available nomination cycle for the effective date of the contract. If the Releasing Shipper specifies a bid

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TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

evaluation methodology other than highest rate, net revenue or present value, the above-stated timeline for evaluating bids and awarding capacity shall not apply.

- (c) Releases Not Subject to Bidding. A Releasing Shipper may notify MIGC in its Release Notice that it has arranged for the assignment of its Service Agreement to a designated Replacement Shipper. Such prearranged capacity release will not be subject to the notification and bidding requirements if the release meets one of the following conditions:
- (1) the capacity release is for a period of thirty-one (31) days or less;
- (2) the capacity release is for a period of more than one year and the replacement Shipper has agreed to pay the applicable maximum tariff rate for the service;
- (3) the capacity release is to an asset manager, as defined in Section 284.8(h)(3) of the Commission's regulations; or
- (4) the capacity release is to a marketer participating in a state-regulated retail access program, as defined in Section 284.8(h)(4) of the Commission's Regulations.

For capacity releases for a period of thirty-one (31) days or less, no rollover, extension or other continuance to the same Replacement Shipper will be allowed under the bidding exemption in Section 17.1(c)(1) until 28 days after the first release period has ended.

Such assignments for which no bids will be accepted may be submitted by fax, electronically, or via an EDI upload utilizing the data sets included in the Standards Board Standards.

Timely Cycle: For prearranged deals not subject to bid and posted by 10:30 a.m. Central Clock Time (9:30 a.m. Mountain Clock Time), MIGC shall tender a contract (with a new contract number, when applicable) to such Prearranged Shipper by 11:30 a.m. Central Clock Time (10:30 a.m. Mountain Clock Time) on the day on which MIGC receives notification of the Prearranged Release.

Evening Cycle: For prearranged deals not subject to bid and posted by 5:00 P.M. (4:00 P.M. Mountain Clock Time), MIGC shall tender a contract (with a new contract number, when applicable) to such Prearranged Shipper by 6:00 P.M. Central Clock Time (5:00 P.M. Mountain clock Time) on the day on which MIGC receives notification of the Prearranged Release.

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Superseding: Original Sheet No. 84A

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

Intraday 1 Cycle: For prearranged deals not subject to bid and posted by 9:00~A.M.~(8:00~A.M.~Mountain~Clock~Time), MIGC shall tender a contract (with a new contract number, when applicable) to such Prearranged Shipper by 10:00~A.M.~Central~Clock~Time (9:00~A.M.~Mountain~clock~Time) on the day on which MIGC receives notification of the Prearranged Release.

Intraday 2 Cycle: For prearranged deals not subject to bid and posted by $4:00\ P.M.$ ($3:00\ P.M.$ Mountain Clock Time), MIGC shall tender a contract (with a new contract number, when applicable) to such Prearranged Shipper by $5:00\ P.M.$ Central Clock Time ($4:00\ P.M.$ Mountain clock Time) on the day on which MIGC receives notification of the Prearranged Release.

For all of the cycles above under this section (c), the Prearranged Shipper may initiate confirmation of the prearranged deals electronically or by fax. For all non-biddable release cycles above, the Prearranged Shipper may make nominations at the next available nomination cycle for the effective date of the contract.

- 2. Notice Required by Releasing Shipper and Pipeline
- (a) Releasing Shipper's Notice A firm Shipper that wants to release any or all of its capacity must submit to MIGC a Notice of Offer to Release Capacity and Term Sheet. The Notice of Offer to Release Capacity and Term Sheet must be received by MIGC no later than fifteen minutes prior to the respective posting deadline as determined pursuant to Section 17.1. Such Releasing Shipper's Notice shall provide the terms and conditions of the release as follows:
- (1) The period of time or term of the release; whether the release is on a permanent or temporary basis.
- (2) Reput methods and rights should be specified at the time of the deal. Reput methods and rights are individually negotiated between the releasing Shipper and the replacement Shipper.
- (3) Any special terms or conditions of the release including the business day the bid period will end if other than the pipeline's standard timeline as set forth in 17.1. A releasing Shipper will not be able to specify an extension of the original bid period or of the prearranged deal match period without posting a new release.

FERC Docket: RP08-376-000

Original Sheet No. 85 Original Sheet No. 85 TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) (4) The specific description of the capacity rights to be releasedwith the released capacity expressed as a numeric quantity at specific receiptand delivery points. The basis for released quantity should be per day fortransportation and total release period quantity. The description shouldspecify the priority between Releasing and Replacement Shipper to be utilized for scheduling authorized overrun nominations along transportation pathsegments. (5) The Term Sheet which must contain objective and non-discriminatory standards. (6) Any Prearranged Shipper proposed to obtain release capacityunder the rates, terms and conditions contained in the Releasing Shipper'sNotice and Term sheet. (7) For purposes of bidding and awarding, maximum/minimum ratesspecified by the releasing shipper should include the tariff reservation rateand all demand surcharges, as a total number or as stated separately. Theminimum reservation charge if any or if the Releasing Shipper so chooses, theminimum reservation charge stated on a percentage basis of the maximum rate, orfor a release on a volumetric basis the volumetric commitments. For biddingpurposes the number of decimal places for offers, bids and awards should beequal to the number of decimal places in the stated rates per MIGC's applicablerate schedule. Converting a daily rate to monthly rate is accomplished bymultiplying 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 theremainder out to 5 decimal places and rounding up or down to MIGC's specifieddecimal place. Converting a monthly rate to a daily rate is accomplished bymultiplying the monthly rate times the number of months in the rate period; dividing the result by the number of days in the rate period; and taking theremainder out to 5 decimal places and rounding up or down to MIGC's specifieddecimal place. Furthermore, all tariff rates shall be adjusted to reflect astandard calculation of daily and monthly rates. (8) Releasing shipper may choose a "best bid" evaluation method statedin Section 17.5. If customer states an alternative bid evaluation method, MIGCwill not be held to the bid period timeline in Section 17.1. (9) If Releasing Shipper does not desire immediate posting of Releas-ing Shipper's notice or bids received, Releasing Shipper shall provide theposting date and time insofar as it comports with the standard timeline setforth in 17.1.

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Superseding: Original Sheet No. 86

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

- (10) Whether contingent bids will be accepted, and if not eliminated, all details concerning the evaluation of such.
- (11) Whether the release is to an asset manager as defined in Section 284.8(h)(3) of the Commission's regulations, and the asset manager's obligation to deliver gas to, or purchase gas from, the releasing shipper.
- (12) Whether the release is to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations.
- (13) Any additional terms or conditions of release that are objective, and non-discriminatory.
- (b) Posting All completed bids for released capacity will be posted by MIGC provided that the bid is time-stamped as leaving control of the bidder no later than the respective deadline as specified in Section 17.1 and provided that the bid is received by MIGC no later than fifteen minutes after such deadline. Any Releasing Shipper's completed Notice of Offer to Release Capacity will be posted on MIGC's internet site and by electronic data interchange upon receipt by MIGC, except as otherwise provided in 17.2(a)(9), until the expiration of the Bid Period, except for those releases not subject to bidding reflected in 17.1(c), which shall not be subject to bidding but only to posting on MIGC's internet site as soon as possible, but not later than the first nomination, after the release transaction commences.

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TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

3. Obligations of Replacement or Prearranged Shippers - Replacement and Prearranged Shippers must be on MIGC's approved bidder list before bids may be posted, must have an executed EDI Agreement and an executed Master Capacity Release Agreement and must qualify under the General Terms and Conditions of MIGC's Tariff at the time of any bid. To be on the approved bidder list, the Replacement or Prearranged Shipper must satisfy MIGC's credit requirements as outlined in Section 6.3(g) of MIGC's General Terms and Conditions applicable to all services that the Shipper receives from MIGC including the service represented by the capacity release, and provide the information required by Section 6.3(g) of the General Terms and Conditions. Such credit appraisal shall be reevaluated and updated every 12 months. The Replacement or Prearranged Shipper shall remain on the approved bidders list until such Replacement or Prearranged Shipper notifies MIGC to the contrary, no longer meets the credit qualifications established in Section 6.3(g) of the General Terms and Conditions, or is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Shipper fails to pay part or all of the amount of any bill in accordance with Sections 8.2 and 8.3 of the General Terms and Conditions. The Replacement or Prearranged Shipper must satisfy all other provisions of MIGC's Tariff governing customer eligibility before it may contract with MIGC for the released capacity. Once the Replacement or Prearranged Shipper becomes an existing customer just like any other customer it will be subject to all applicable provisions of MIGC's FERC Gas Tariff, including but not limited to MIGC's billing, payment and operational provisions.

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(Continued) 4. Withdrawal of Offers to Release and CONDITTIONS Withdrawal of Bids. Offers toRelease Capacity and Bids for Released Capacity will be binding until writtenor electronic notice of withdrawal is received by MIGC. Bids can be withdrawnany time prior to the end of the open season; provided, however that aReplacement Shipper shall not be able to withdraw a bid in order to submit alower bid. The Releasing Shipper has the right to withdraw its offer duringthe open season where unanticipated circumstances justify and no minimum bidhas been made. 5. Best Bid -The "best bid" shall be determined in accordance with thebid evaluation method specified by the Releasing Shipper pursuant to Section17.2(a)(8). The "best bid" must be chosen from the following methodologies andonce chosen will be used in determining the awards from the bid(s) submitted: (1) the highest rate, (2) the net revenue, or (3) the present value. In theevent the Releasing Shipper elects not to submit a bid evaluation method, the "best bid" shall be the bid which generates the maximum net revenue. If pursuant to Section 17.2(a) (7) Releasing Shipper states the minimumReservation Charge on a percentage basis of the maximum rate, bids shall bereceived on a percentage basis of the maximum rate. In the event both acontingent bid and a non-contingent bid meet the minimum conditions stated in 17.2(a) (7) and generate the "best bid," the contingent bid shall berejected. 6. Allocation of Released Capacity - MIGC will select the "best bid" asdefined in Section 17.5 from among the bids received. If more than one biddersubmits the "best bid," the first bidder in time, including the PrearrangedShipper, will be selected as the best bid, unless the Releasing Shipperspecifies another tie-breaking methodology in its Shipper's Notice. Ifmultiple bids meeting minimum conditions have been submitted, bids shall beawarded, best bid first, until all offered capacity is awarded. Any bidsubmitted may state that its acceptance is contingent provided the Shipper'sNotice allows the submission of contingent bids. MIGC will allow anyPrearranged Shipper to match, in accordance with Section 17.1, the "best bid"after the close of the 7. Recalling Released Capacity - Releasing shippers may, to the extentpermitted as a open season. condition of the capacity release, recall released capacity(scheduled or unscheduled) at any of the daily Nomination cycles, subject to the specifications in this Section 17.7. The service flexibility available to either the Releasing Shipper or the Replacement Shipper(s) for the subject capacity shall not be less as a result of the recall. MIGC supports theability for the Releasing Shipper to specify, as a condition of a releasecapacity offer, which recall notification period(s), as provided in thisSection 17.7, will be available for use by the parties, and whether theReleasing Shipper's recall notification must be provided exclusively on aBusiness Day. Notice of the allocation of capacity between the ReleasingShipper and the Replacement Shipper hereunder is intended to be provided in a

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Original Sheet No. 87A Original Sheet No. 87A TRANSPORTATION GENERAL TERMS AND (Continued) manner that will permit affected parties CONDITIONS sufficient time, as provided for inStandards Board Standard 5.3.44, to place nominations or take other correctiveactions to avoid penalties. Recalls of released capacity shall be consistentwith the (a) Timely Recall Notification: following: (i) A Releasing Shipper recalling capacity mustprovide notice of such recall to MIGC and the first Replacement Shipper nolater than 8:00 a.m. Central Clock Time (CCT) (7:00 a.m. Mountain Clock Time(MCT)) on the day that Timely (ii) MIGC shall provide notification of such recall toall Nominations are due; affected Replacement Shippers no later than 9:00 a.m. CCT (8:00 a.m. MCT) on the day that Timely (b) Early Evening Recall Notification: Nominations are due; Releasing Shipper recalling capacity mustprovide notice of such recall to MIGC and the first Replacement Shipper nolater than 3:00 p.m. CCT (2:00 p.m. MCT) on the day that Evening Nominationsare due; (ii) MIGC shall provide notification of such recall toall affected Replacement Shippers no later than 4:00 p.m. CCT (3:00 p.m. MCT)on the day that Evening nominations are due; (C) Evening Recall Notification: (i) A Releasing Shipper recalling capacity mustprovide notice of such recall to MIGC and the first Replacement Shipper nolater than 5:00 p.m. CCT (4:00 p.m. MCT) on the day that Evening Nominationsare due; (ii) MIGC shall provide notification of such recall toall affected Replacement Shippers no later than 6:00 p.m. CCT (5:00 p.m. MCT)on the day that Evening nominations are due; (d) Intraday 1 Recall Notification: (i) A Releasing Shipper recalling capacity mustprovide notice of such recall to MIGC and the first Replacement Shipper nolater than 7:00 a.m. CCT (6:00 a.m. MCT) on the day that Intraday 1 Nominations are

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Original Sheet No. 87B Original Sheet No. 87B TRANSPORTATION GENERAL TERMS AND (Continued) CONDITIONS (ii) MIGC shall provide notification of such recall toall affected Replacement Shippers no later than 8:00 a.m. CCT (7:00 a.m. MCT) on the day that Intraday 1 nominations are due; and (e) Intraday 2 Recall (i) A Releasing Shipper recalling capacity mustprovide notice of Notification: such recall to MIGC and the first Replacement Shipper nolater than 2:30 p.m. CCT (1:30 p.m. MCT) on the (ii) MIGC shall provide notification of day that Intraday 2 Nominationsare due; such recall toall affected Replacement Shippers no later than 3:30 p.m. CCT (2:30 p.m. MCT)on the day that Intraday 2 nominations are due. (f) Other Recall Notification For recall notification provided to MIGC prior to therecall notification deadline specified in (a) through (e) of this Section 17.7and received between 7:00 a.m. and 5:00 p.m. CCT (6:00 a.m. and 4:00 p.m. MCT), MIGC shall provide notification to all affected Replacement Shippers no laterthan one hour after receipt of such recall notification. For recallnotification provided to MIGC after 5:00 p.m. and prior to 7:00 a.m. CCT (4:00p.m. and 6:00 a.m. MCT), MIGC shall provide notification to all affectedReplacement Shippers no later than 8:00 a.m. CCT (7:00 a.m. MCT) after receiptof such recall notification. (g) Methods of Notification (i) The Replacement Shipper shall provide MIGC with nomore than two (2) Internet E-mail addresses to be used for recall notificationunder this Section 17.7. The obligation of MIGC to provide notification shallbe waived until at least one (1) of the addresses has been provided. When MIGCsends Internet E-mail notification for recalling of capacity to each affectedReplacement Shipper, the subject line of the E-mail should include thefollowing information separated by commas in the following order: (1) "Recall", (2) the recall notification period, (3) the Effective Date in YYYYMMDD format, (4) MIGC's name or abbreviation (excluding commas), (5) MIGC'sD-U-N-S Number. The body of such E-mail notification should contain at leastthe affected Replacement Shipper's Contract Number, the quantity of capacitybeing recalled, and the Offer Number or Award Number, if necessary to uniquelyidentify the capacity being recalled. If MIGC allows capacity recallnotification mechanisms in addition to Internet E-mail, the notification shallinclude at least the same level of information. Affected Replacement Shippersshall manage internal distribution of notifications of recall received fromMIGC.

it may not be reput for the same Gas Day.

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Original Sheet No. 88 Original Sheet No. 88 (Continued) (ii) The Releasing Shipper shall provide capacityrecall notification to its affected Replacement Shipper(s) at the same time itprovides notification to MIGC. The recall notification shall specify therecall notification period for the specified effective gas day, as well as anyother information needed to uniquely identify the capacity being recalled. Themode of notification shall be mutually agreed upon between the Releasing andReplacement Shippers. (iii) All recalled capacity notices shall indicatewhether penalties will apply for the gas day for which quantities are reduced due to a capacity recall.

(h) Allocation of Quantities In the event of an intra-day capacity recall, MIGCshall determine the allocation of capacity between the Releasing Shipper andthe Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of theMIGC Tariff, services, and/or operational characteristics. For any recallnotification provided to MIGC, the quantity shall be expressed in terms of theadjusted total released capacity entitlements based upon the EPC. EPC meansthat portion of the capacity that would have theoretically been available foruse prior to the effective time of the intraday recall based upon a cumulativeuniform hourly use of the capacity. The amount of capacity allocated to theReplacement Shipper(s) shall equal the original released capacity less therecalled capacity that is adjusted based upon the EPC. MIGC shall not be bligated to deliver in excess of the total daily contract quantity of therelease as a result of any recall. (j) Disputes In the event of a dispute between the Releasing Shipperand any other person as to the validity of any recall, or the status of theholder of capacity rights, MIGC shall be entitled to conclusively rely on anynotice provided by the Releasing Shipper. The original Shipper and/or anyReplacement Shipper(s) involved in any such dispute shall indemnify and holdMIGC harmless from any costs, damages or expenses relating to MIGC's MIGC shall support the function of 8. Reputs of Recalled Capacity relianceon such notice. the reputting of capacity by aReleasing Shipper. The deadline for notifying MIGC of a reput is 8:00 a.m. CCT(7:00 a.m. MCT) to allow for timely nominations to flow on the next gas day. When capacity is recalled,

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Superseding: Original Sheet No. 89

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

9. Liability of Releasing Shipper - For any capacity release, the Releasing Shipper may remain liable for the difference between the demand or reservation charges which the Releasing Shipper was paying in accordance with the Releasing Shipper's FTS-1 Agreement, and the demand or reservation charges the Replacement Shipper is willing to pay. Any other outstanding payments, penalties, imbalances or other liabilities accrued by the Replacement Shipper will be the responsibility of the Replacement Shipper. The releasing Shipper need not execute an amendment for the released capacity; however, 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.

MIGC shall provide the original Releasing Shipper with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by MIGC to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to MIGC's tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to MIGC's tariff.
- 10. Rates Charged for Capacity Release The rate charged the Replacement Shipper for a release of capacity may not exceed the applicable maximum rate, except that no rate limitation applies to the 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 MIGC is notified of the release. Payments or other consideration exchanged between the Releasing and Replacement Shippers in a release to an asset manager as defined in Section 284.8(h)(3) of the Commission's regulations are not subject to the maximum rate.

18. DESCRIPTIVE HEADINGS

1. The descriptive headings of the provisions of the executed Transportation Service Agreement and of these Transportation General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

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(Continued) 19. TAXES 1. Shipper shall pay or cause to be paid all taxes and assessmentsimposed on Shipper with respect to natural gas transported prior to andincluding its delivery to MIGC, and MIGC shall pay or cause to be paidall taxes and assessments imposed on MIGC with respect to natural gastransported after its receipt by MIGC and prior to redelivery to Shipper, provided however, that Shipper shall pay to MIGC all taxes, levies orcharges which MIGC may by law be required to collect from Shipper byreason of all services performed for Shipper and for which MIGC has notalready provided for collection through its rates. 2. Neither party shall be responsible or liable for any taxes or otherstatutory charges levied or assessed against any of the facilities of theother party used for the purpose of carrying out the provisions of theexecuted Transportation Service Agreement.20. STANDARDS OF CONDUCTAll terms and conditions contained herein shall be applied in a uniform andnondiscriminatory manner consistent with 18 CFR Section 358 of the Commission's Regulations. MIGC will comply with the Standards of Conductcontained in Section 358 of the Commission's Regulations in a manner describedin MIGC's Internet website. MIGC shall treat all shippers, affiliated andnon-affiliated, on a non-discriminatory basis and shall not operate itstransmission system to preferentially benefit an Energy Affiliate.

TRANSPORTATION GENERAL TERMS AND CONDITIONS

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First Revised Sheet No. 90 First Revised Sheet No. 90

Superseding: Original Sheet No. 90

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

21. COMPLAINT PROCEDURES

- 1. Shippers are first encouraged to work with MIGC to resolve problems on an informal basis prior to filing a formal complaint.
- 2. In the event of an unresolved problem, Shipper should submit a complaint in writing to MIGC at the following address:

MIGC LLC
MIGC Services (insert current address as
set forth on MIGC's Internet Web Site at www.migc.com)

- 3. Pursuant to Section 250.16(b) of the Commission's Regulations, MIGC shall respond to all complaints initially within 48 hours and in writing within thirty (30) days of the date the complaint was logged.
- 4. If the complaint is not resolved to the Shipper's satisfaction, the Shipper may request a formal review by the Chief Compliance Officer as identified on MIGC's Internet Web Site at www.migc.com.
- 5. If Shipper has exhausted all options in Section 21.1-4 further discussion may be pursued with the Vice President.

22. ELECTRONIC COMMUNICATION

MIGC shall maintain an EDI site at an Internet address www.migc.com, shall be operational by June 1, 1997, and shall comply with Standards Board standards 4.3.5, and 4.3.16. Shipper shall execute the Standards Board Model EDI Trading Partner Agreement with MIGC in order to utilize the site to nominate gas. Replacement or Prearranged Shippers shall execute a separate Master Capacity Release Agreement with MIGC in order to utilize the site to participate in Capacity Release. The Internet site will contain all of the information previously displayed on MIGC's Electronic Bulletin Board. Transactional data will be retained for at least 36 months for audit purposes.

FERC Docket: RP09-790-001

Substitute First Revised Sheet No. 90A Substitute First Revised Sheet No. 90A Superseding: First Revised Sheet No. 90A

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

23. COMPLIANCE WITH 18 C.F.R. SECTION 284.12

MIGC shall comply with the business practice and electronic communication standards incorporated by reference in Section 284.12 of the Commission's Regulations (18 C.F.R. Section 284.12). These standards are:

NAESB WGQ Version 1.8: 0.1.1, 0.1.2, 0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.11 through 0.3.15, 0.4.1 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.7, 1.1.9, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17, 1.1.18, 1.1.20, 1.1.21, 1.1.22, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.8, 1.3.9, 1.3.11, 1.3.13, 1.3.14, 1.3.19, 1.3.21, 1.3.23, 1.3.29, 1.3.30, 1.3.31, 1.3.33, 1.3.34, 1.3.39, 1.3.41, 1.3.42, 1.3.47 through 1.3.63, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79 2.1.1, 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.3, 2.3.7, 2.3.9, 2.3.10, 2.3.11, 2.3.13, 2.3.14, 2.3.22, 2.3.26, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.33, 2.3.34, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50 through 2.3.65, 2.4.17, 2.4.18 3.1.1, 3.1.2, 3.2.1, 3.3.1, 3.3.2, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26 4.1.2, 4.1.3, 4.1.4, 4.1.6, 4.1.7, 4.1.10, 4.1.12, 4.1.13, 4.1.15, 4.1.16 4.1.17, 4.1.18, 4.1.19, 4.1.20, 4.1.21, 4.1.22, 4.1.23, 4.1.24, 4.1.26, 4.1.27, 4.1.28, 4.1.29, 4.1.30, 4.1.31, 4.1.32, 4.1.33, 4.1.34, 4.1.35, 4.1.36, 4.1.37, 4.1.38, 4.1.39, 4.1.40, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.36, 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 5.1.1, 5.1.2, 5.2.1, 5.2.2, 5.2.3, 5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38,

10.2.1 through 10.2.38, 10.3.1, 10.3.3 through 10.3.25

5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.43, 5.4.23

FERC Docket: RP08-376-000

Original Sheet No. 90B Original Sheet No. 90B TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued)

1. Fuel reimbursement calculations shall be accomplished ndards.

(a) Fuel reimbursement calculations shall be rounded to pursuant toStandards Board Standards. thenearest Dth for each Nomination transaction (Standards Board Standard1.3.15). ated as follows: Receipt Quantity multiplied by (1 - Delivery Quantity (Standards Board Standard 1.3.16). 2. Nomination transactions are calculated as follows: field %/100)) equals Measurement data available upstream of aggregated points should besent to the allocating party and used to allocate the aggregated volume backto the upstream points (Standards Board Standard 2.3.8). Transporter shall provide on request operationally available capacity separate from unsubscribed capacity (Standards BoardStandard 5.3.17). 4. Capacity Release historical data shall be made available on aconsistent basis from Transporter which shall provide for retrieval of openand closed offers during the FERC archival period (Standards Board Standards.3.20).

5. System-Wide notices shall have a secategory for noticesthat are not critical.

6. If requested by a Shipper or supplier on MIGC's 5. System-Wide notices shall have a separate system, MIGC shalloffer at least one pool (Standards Board Standard 1.3.17). 7. If requested by a Shipper or supplier in Section 23.6 above, deliveries from receipt points shall be able to be delivered directly into atleast one pool and delivery points shall be able to receive quantities from atleast one pool, excluding non-contiguous facilities (Standards BoardStandard 1.3.18). 8. MIGC shall comply with the Electronic Delivery Mechanism RelatedStandards including but not limited to Standard 4.3.87 regarding changes inbusiness rules.

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Original Sheet No. 90C Original Sheet No. 90C TRANSPORTATION GENERAL TERMS AND (Continued) 24. POLICY FOR CONSTRUCTION OF NEW RECEIPT OR CONDITIONS DELIVERY FACILITIES All requests for new interconnects must be made in writing. UnlessTransporter agrees otherwise, the party requesting the new interconnect shallreimburse MIGC or cause MIGC to be reimbursed for any and all reasonablecosts and expenses incurred in constructing, establishing or modifying thefacilities required to establish a new interconnection on existing facilities for receipt or delivery of Gas hereunder. Any agreement by Transporter to bearall or a portion of new interconnect costs shall be done because suchconstruction is economically or operationally beneficial to Transporter andShippers, shall be done in a not unduly discriminatory manner and shall beexercised in Transporter's reasonable discretion. In this regard, all newreceipt and delivery meters shall require EGM which shall be owned by MIGC andall new delivery meters shall require a Flow Control Device with pressureoverride features that can be remotely operated by MIGC. MIGC also must be thecustody transfer party at the proposed facility. In addition to the above requirements, MIGC will agree to construct anew (1) The construction of the interconnect or modify an existing interconnect on the following terms: new interconnect will not create any significant operational problems for MIGC; (2) The proposed interconnect will not adversely affect the rendi-tion of existing service or adversely alter the operation of the pipelinesystem; (3) The new interconnect must be at a mutually agreeable locationon the MIGC system; provided, however, that MIGC may not deny a customer's request for specific placement of the interconnect without adequateoperational, environmental, or legal justification; (4) In order properly and prudently design and size the newinterconnect, MIGC must be provided with reasonable and (4) In order to reliable dataconcerning the interconnecting facilities, including the delivery pressures, and anticipated hourly, daily, monthly and annual volume levels of the servicethat supports the new interconnect and such other data as is reasonably required to construct the interconnect facility;

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Original Sheet No. 90D Original Sheet No. 90D TRANSPORTATION GENERAL TERMS AND CONDITIONS (5) The new interconnect must not result in any (Continued) minimum pressurereceipt or delivery requirement by MIGC, unless MIGC agrees otherwise, suchagreement shall not be unreasonably withheld, and MIGC shall not beresponsible for any downstream parties' facilities, the operation ormaintenance of such facilities, or the delivery of any unauthorized volumes tothe facilities; and (6) The service supporting the interconnect as well as the construc-tion of the new facilities must conform with the provisions of MIGC's FERC GasTariff, Second Revised Volume No. 1 as well as applicable regulatory require-ments. 25. FUEL AND LOSS REIMBURSEMENT Shippers shall reimburse MIGC for Fuel and Lost and Unaccounted-ForGas (fuel and loss) in kind. Fuel retention and loss percentage factors (FL&Ufactors) are set forth in the effective Sheet No. 6 of this FERC Gas Tariff. MIGC shall file revised FL&U each year, based on prior year actuals. Any difference between actual fuel and loss in the prior year and the quantityretained in kind hereunder for the prior year shall be deferred and be included in the calculation of revised FL&U factors for the following year. Such annualfiling shall be made no later than July 1st to be effective August 1st. Prior year actual ${\tt FL\&U}$ factors shall be calculated using theimmediately prior actual 12 month period ending May 31 as follows: (a) Fuel from mainline compressors (i.e., having inlet pressures ator exceeding 350 psig) plus total system lost and unaccounted for volumesshall be divided by total receipt volumes to determine the system wide FL&Ufactor. (b) Fuel from all receipt point compressors (i.e., having inletpressures less than 350 psig) shall be divided by total receipt volumes fromall receipt point compressors to determine the receipt point FL&U factor. Thereceipt point FL&U factor shall be added to the mainline FL&U factor todetermine the total receipt point compression FL&U factor.

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(Continued) (c) Actual fuel usage and lost and unaccounted for volumes will becompared to the fuel usage and lost and unaccounted for volumes retained fromthe customers through the application of the FL&U factors. For the first year, the period August 1, 1997 through May 31, 1998 and the subsequent periodsbeginning June 1 through May 31, will be used to calculate a surcharge to berecovered from or paid back to customers in the following period. Such actualvolumes compared to volumes recovered from customers will be maintained in thesame categories as defined in paragraphs a) and b) of this section. Such overor under recoveries of fuel will be added to or subtracted from the calcula-tions described in paragraphs a) and b) above to determine the total FL&Upayable for the next succeeding period.

TRANSPORTATION GENERAL TERMS AND CONDITIONS

FERC Docket: RP08-376-000

Original Sheet No. 90F Original Sheet No. 90F TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 26. TYPES OF DISCOUNTINGFrom time to time Shipper and Transporter may agree in writing on a level ofdiscount of the otherwise applicable rates and charges in addition to abasic discount from the stated maximum rates. For example, Transporter mayprovide a specific discounted (1) to certain specified quantities under the Service Agreement; (2) if specified to quantities below a specified level;
(4) during specified time periods; (5) quantity levels are actually achieved or with respect (3) to production reserves committed by the Shipper; specified points of receipt, points of delivery, supply areas, transportation paths or geographical areas; (6) in a specified relationship to the quantities actually transported transportation paths or defined geographical areas; (i.e. that the rates shall be adjusted in a specified relationship to quantities actually transported); or (7) to provide that if one rate component which was equal to or within applicable maximum and minimum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is below the applicable minimum rate due to a change in MIGC's maximum rates and/or minimum rates, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall so long as none of the resulting rate components exceed the maximum rate or are below the component. Such changes to rate components shall be applied minimum rate applicable to the rate prospectively, commencing with the date a Commission order accepts revised tariff sheets. However, nothing contained herein shall be construed to alter a refund obligation under any period during which rates which had been charged under a applicable law for discount agreement exceeded rates which ultimately are found to be just and reasonable. all circumstances the discounted rate shall be between the maximum rate and the minimum rat rate and the minimum rate applicable to the service provided.

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Original Sheet No. 90G Original Sheet No. 90G

TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 27. GAS SUPPLY PURCHASES AND SALESTransporter is not providing a supply service under any Rate Schedule of thistariff but may purchase and sell gas for the purposes of maintaining systembalance and operating pressures. Nothing herein shall impose on Transporterany obligation to provide a supply function to any of its transportationShippers. Transporter will sell or purchase gas at any point on the system ona not unduly discriminatory basis. The availability of gas for sale orinterest in purchasing gas will be posted on Transporter's web site to the extent feasible at least twenty-four (24) hours prior to the actual purchaseor sale.

FERC Docket: RP08-376-000

Original Sheet No. 90H Original Sheet No. 90H TRANSPORTATION GENERAL TERMS AND CONDITIONS (Continued) 28. EARLY CONTRACT TERMINATION/REDUCTION RIGHTSTransporter, at its sole discretion, may choose to offer its Shippers earlycontract termination or reduction rights. Such an offer by Transporter will bemade in a non-discriminatory manner to all Shippers and will be posted onTransporter's web site. The terms of the offer shall be specified in detail onthe web site in a manner which will provide similar rights to similarlysituated Shippers. At the time Transporter posts capacity available forbidding, Transporter will state whether early contract termination or reduction rights apply to that capacity. Transporter is under no obligation to offerearly contract termination or reduction rights at any time. Any early contracttermination or reduction right granted under the terms of this tariff sectionshall be considered a negotiated rate.

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FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE ITS-1

Original Sheet No. 91 original Sheet No. 91 FORM OF TRANSPORTATION SERVICE AGREEME UNDER RATE SCHEDULE IT THIS AGREEMENT is made and entered into this day of Delaware Limited Liability Company, hereinafterreferred to as "MIGC," and Corporation, herein referred to as "Shipper." WHEREAS, MIGC owns and operates a natural gas transmission system; and WHEREAS, NOW THEREFORE, in consideration of the representations, covenants, and conditions herein contained, MIGC and Shipper agree as follows:

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APPLICABLE TO INTERRUPTIBLE SERVICE (Continued)

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE ITS-1
ARTICLE I

Gas to be Transported 1. Subject to the terms and provisions of this Agreement and of MIGC's RateSchedule ITS-1, MIGC agrees to accept such volumes of natural gas as Shippermay cause to be tendered to MIGC at the Receipt Point(s), designated pursuantto Section 2.1 of Article II, on any day during the term of this Agreement; provided, however, that MIGC shall only be obligated to accept on any day fortransportation hereunder that volume of natural gas which MIGC determines ithas available capacity to receive, transport, and deliver and provided furtherthat in no event shall MIGC be obligated to accept on any day in excess of theMaximum Daily Quantities for each point of receipt set forth on Exhibit A. 2. MIGC shall allocate the available transportation capacity on the basisset forth in Section 4 of the Transportation General Terms and Conditionsincorporated by reference in Rate Schedule ITS-1. 3. In accordance with Section 4 of the Transportation General Terms andConditions incorporated by reference in Rate Schedule ITS-1, MIGC shalldeliver and Shipper shall accept at the Delivery Point(s) referenced inSection 2.2 of Article II a quantity of natural gas equivalent, on a MMBtubasis to the quantity of natural gas received by MIGC at the Receipt Point(s) for transportation hereunder less any applicable fuel and unaccounted for lossreimbursement volumes; provided, however, that in no event shall MIGC beobligated to deliver on any day in excess of the Maximum Daily Quantities foreach point of delivery set forth on Exhibit B.

ARTICLE II Receipt Point(s), Delivery Point(s)

ARTICLE II Receipt Point(s), Delivery Point(s) and Delivery Pressures 1. The Receipt Point(s) at which Shipper shall cause natural gas to betendered to MIGC for transportation hereunder are described in Exhibit A tothis Agreement. The delivery pressure, actual average atmospheric pressure, and other pertinent factors are also set forth in Exhibit A.

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APPLICABLE TO INTERRUPTIBLE SERVICE

FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE ITS-1

(Continued) 2. The Delivery Point(s) at which MIGC shall deliver quantities of naturalgas transported hereunder, after appropriate reductions, are described inExhibit B to this Agreement. The delivery pressure, actual averageatmospheric pressure, and other pertinent factors applicable to the DeliveryPoint(s) are also set forth in Exhibit B.

ARTICLE III Rate Schedule(s) and

General Terms and Conditions 1. Shipper shall pay MIGC for services rendered hereunder in accordance withMIGC's Rate Schedule ITS-1, or superseding rate schedule(s) on file with andsubject to the jurisdiction of the Federal Energy Regulatory Commission andlawfully in effect from time to time. The following are the charges set forthin such Rate Schedule ITS-1 which apply to service rendered under thisAgreement.

(List applicable charges by reference to Section 3 of Rate Schedule ITS-1 and the quantities of natural gas to which

such charges apply) 2. The parties hereto agree that MIGC shall have the right from time to time to propose and file with the Federal Energy Regulatory Commission, inaccordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in: (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and (b) the Transportation General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto; provided, however, that Shipper shall have the right to protest any suchchanges before the Federal Energy Regulatory Commission (or successorgovernmental agency) or other authorities and to exercise any other rightsthat Shipper may have with respect thereto.

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APPLICABLE TO INTERRUPTIBLE SERVICE

FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE ITS-1

(Continued) 3. This Agreement in all respects is subject to the provisions of RateSchedule ITS-1, or superseding rate schedule(s), and applicable provisions ofthe Transportation General Terms and Conditions included by reference to saidRate Schedule filed by MIGC with the Federal Energy Regulatory Commission, allof which are by reference made a part hereof.

ARTICLE IV Requirements and Conditions Precedent 1. The

transportation arrangements provided for in this Agreement aresubject to the provisions of the Federal Energy Regulatory Commission'sRegulations, as amended from time to time. 2. Should the Federal Energy Regulatory Commission (or successorgovernmental agency) impose by rule or order any terms and conditions uponthis Agreement which are not mutually satisfactory to MIGC and Shipper, eitherparty, upon issuance of said rule or order and notification to the otherparty, may terminate this Agreement and take appropriate legal steps toterminate service. 3. Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have beenmet: (a) all necessary transportation agreements upstream and downstream of MIGC have been executed; (b) all facilities necessary to commence service are in place andoperational; (c) all information required by Section 6.3 of the TransportationGeneral Terms and Conditions have been provided to MIGC; (d) [other specific terms]; and (e) all terms of the ITS-1 Rate Schedule have been complied with by Shipper.

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Original Sheet No. 95 Original Sheet No. 95 APPLICABLE TO INTERRUPTIBLE SERVICE FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE ITS-1 ARTICLE V

(Continued)

Term 1. This Agreement shall become effective

Agreement becomes effective, it shall continue in full forceand effect through ARTICLE VI

Cancellation of Prior Contracts 1. When this

Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following contracts between the parties heretofor the transportation of natural gas by MIGC for Shipper.

ARTICLE VII

Notices 1. Any formal notice, request or demand that either party gives to the other respecting this Agreement shall be in writing and

shall be mailed byregistered or certified mail or delivered in hand to the following address of the other party:MIGC: MIGC LLC (insert current address as set forth on MIGC's

Internet Web Site at www.migc.com) Shipper:

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Original Sheet No. 96 Original Sheet No. 96 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO INTERRUPTIBLE SERVICE UNDER RATE SCHEDULE ITS-1

(Continued) or to such other address as a party shall designate by formal written notice.Routine communications may be mailed by ordinary mail. Operating communications shall be made by e-mail to the operating communication e-mailaddress as set forth on MIGC's Internet Web Site at www.migc.com, attentionGas Dispatch or by EDI where Shipper has executed an EDI agreement with MIGC.Payments to MIGC for services rendered hereunder shall be made in accordancewith Section 8 of the Transportation General Terms and Conditions incorporatedby reference in Rate Schedule ITS-1.

VIII Other Operating Provisions (This Article to be utilized when necessary to the communications are not shall be made by e-mail to the communications and by e-mail to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications and by e-mail to the operating to the communications are communications and by e-mail to the operating to the communications and the communications are communications.

III Other Operating Provisions specify other operating provisions. It of Rate Schedule ITS-1 or in a manner that would result in unduly discriminatory treatment of Shipper)

(This Article to be utilized when necessary to may not be used to alter the terms and conditions manner that would result in unduly

Miscellaneous 1. MIGC and Shipper expressly agree that the laws of the State of Wyoming shall govern the validity, construction, interpretation and effect of this Agreement and of the Transportation General Terms and Conditions incorporated by reference in Rate Schedule ITS-1. 2. Exhibits A, B, and C, attached to this Agreement, are hereby incorporated by reference as part of this Agreement. The parties may amendExhibits A, B, and C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B, or C, and shall be incorporated by reference aspart of this Agreement.

Effective Date: 06/13/2008 Status: Effective
FERC Docket: RP08-376-000

Original Sheet No. 97 FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE SERVICE UNDER RATE SCHEDULE ITS-1

(Continued) IN WITNESS HEREOF, the parties have caused this Agreement to be executed intwo (2) original counterparts, by their duly authorized officers, the day andyear first set forth herein.ATTEST:

By:

(Title) ATTEST:By:

(Title)

(Title)

By:

(Title)

Effective Date: 06/13/2008 Status: Effective FERC Docket: RP08-376-000 Original Sheet No. 98 Original Sheet No. 98 FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO INTERRUPTIBLE SERVICE UNDER RATE SCHEDULE ITS-1

(Continued) EXHIBIT A (Continued)

Transportation Service Agreement

Patween MIGC To The Transportation Service Agreement

Dated:

and

Total Maximum Daily Quantity:

Actual Average Maximum

Pressure(s) Pressure(s) QuantityReceipt Point(s) (psig) (psia) (

)*Necessary pressure to enter the MIGC System; not in excess of:A. Effective Date of this Exhibit A

Effective:

MIGC Effective: By:______Date:____ By:______ Date:_____

LLCBy:

Effective Date: 06/13/2008 Status: Effective
FERC Docket: RP08-376-000

Original Sheet No. 100 original Sheet No. 100 FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO INTERRUPTIBLE SERVICE UNDER RATE SCHEDULE ITS-1
(Continued) EXHIBIT C

To The Transportation Service Agreement
Dated: Between MIGC andSection
of the TransportationGeneral Terms and Conditions Substitute ProvisionsA. Effective Date of this Exhibit C:

Effective: MIGC

LLCBy: By: Date:
Date:

FERC Docket: RP08-376-000

Original Sheet No. 101 Original Sheet No. 101 reserved for future use.

Original Sheet Nos. 101 through 110

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Original Sheet No. 111 Original Sheet No. 111

FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE FTS-1

THIS AGREEMENT is made and entered into this delaware Limited Liability Company, hereinafterreferred to as "MIGC," and delaware Limited Liability Company, hereinafterreferred to as "Shipper." WHEREAS, MIGC owns and operates a natural gas transmission system; and WHEREAS, NOW THEREFORE, in consideration of the representations, covenants, and conditions herein contained, MIGC and Shipper agree as follows: byand between MIGC LLC, a

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APPLICABLE TO FIRM SERVICE
(Continued)

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-1
ARTICLE I

Gas to be Transported 1. Subject to the terms and provisions of this Agreement and of MIGC's RateSchedule FTS-1, MIGC agrees to accept such volumes of natural gas as Shippermay cause to be tendered to MIGC at the Receipt Point(s) for transportation ona firm basis up to the Maximum Daily Quantities of natural gas set forth on Exhibit A. The sum of the Maximum Daily Quantities shall constitute Shipper'sTransportation Contract demand. 2. MIGC shall allocate the available transportation capacity on the basisset forth in Section 4 of the Transportation General Terms and Conditionsincorporated by reference in Rate Schedule FTS-1. 3. In accordance with Paragraph 4.1 of the Transportation General Terms andConditions incorporated by reference in Rate Schedule FTS-1, MIGC shalldeliver and Shipper shall accept at the Delivery Point(s) referenced inParagraph 2.2 of Article II a quantity of natural gas equivalent, on a MMBtubasis, to the quantity of natural gas received by MIGC at the Receipt Point(s) for transportation hereunder less any applicable fuel and unaccounted for lossreimbursement volumes; provided, however, that in no event shall MIGC beobligated to deliver on any day in excess of the Maximum Daily Quantities foreach point of delivery set forth on Exhibit B. ARTICLE II Delivery Point(s) and Delivery Pressures 1. The Receipt Point(s) at which Shipper shall cause natural gas to betendered to MIGC for transportation hereunder are described in Exhibit A tothis Agreement. The delivery pressure, actual average atmospheric pressure, and other pertinent factors are also set forth in Exhibit A. 2. The Delivery Point(s) at which MIGC shall deliver quantities of naturalgas transported hereunder, after appropriate reductions, are described inExhibit B to this Agreement. The delivery pressure, actual averageatmospheric pressure, and other pertinent factors applicable to the DeliveryPoint(s) are also set forth in Exhibit B.

reference made a part hereof.

FERC Docket: RP08-376-000

Original Sheet No. 113 Original Sheet No. 113 APPLICABLE TO FIRM SERVICE FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE FTS-1

(Continued)

ARTICLE III Rate Schedule(s) and General Terms and Conditions 1. Shipper shall pay MIGC for services rendered hereunder in accordance withMIGC's Rate Schedule FTS-1, or superseding rate schedule(s) on file with and subject to the jurisdiction of the Federal Energy Regulatory Commission andlawfully in effect from time to time. The following are the charges set forthin such Rate Schedule FTS-1 which apply to service rendered under thisAgreement. (List applicable Section 3 of Rate Schedule FTS-1 and the charges by reference to such charges apply) 2. The parties hereto quantities of natural gas to which agree that MIGC shall have the right from time to timeto propose and file with the Federal Energy Regulatory Commission, inaccordance with Section 4 of the Natural Gas Act, changes, amendments, revisions and modifications in: (a) the rate(s) and Rate Schedule incorporated by reference as part of this Agreement pursuant to this Article III; and (b) the Transportation General Terms and Conditions incorporated by reference in said Rate Schedule, which are applicable hereto; provided, however, that Shipper shall have the right to protest any such changes before the Federal Energy Regulatory Commission (or successorgovernmental agency) or other authorities and to exercise any other rightsthat Shipper may have with respect thereto. 3. This Agreement in all respects is subject to the provisions of RateSchedule FTS-1, or superseding rate schedule(s), and applicable provisions ofthe Transportation General Terms and Conditions included by reference to

saidRate Schedule filed by MIGC with the Federal Energy Regulatory Commission, allof which are by

FERC Docket: RP08-376-000

Original Sheet No. 114 Original Sheet No. 114 APPLICABLE TO FIRM SERVICE

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-1
ARTICLE IV

(Continued) Requirements and Conditions Precedent 1. The transportation arrangements provided for in this Agreement are subject to the provisions of the Federal Energy Regulatory Commission's Regulations, as amended from time to time. 2. Should the Federal Energy Regulatory Commission (or successor governmental agency) impose by rule or order any terms and conditions upon this Agreement which are not mutually satisfactory to MIGC and Shipper, eitherparty, upon issuance of said rule or order and notification to the otherparty, may terminate this Agreement and take appropriate legal steps toterminate service. 3. Transportation of natural gas provided for under the terms and provisions of this Agreement shall not commence until the following conditions have beenmet: (a) all necessary transportation agreements upstream and downstream ofMIGC have been executed; (b) all facilities necessary to commence service are in place andoperational; (c) all information required by Section 6.3 of the TransportationGeneral Terms and Conditions have been provided to MIGC; (d) [other specific terms]; and (e) all terms of the FTS-1 Rate Schedule have been complied with byShipper. ARTICLE V Term 1. This Agreement shall become effective ____. 2. After this Agreement becomes effective, it shall continue in full forceand effect through

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FERC Docket: RP08-376-000

Original Sheet No. 115 Original Sheet No. 115 APPLICABLE TO FIRM SERVICE

(Continued)

FORM OF TRANSPORTATION SERVICE AGREEMENT UNDER RATE SCHEDULE FTS-1 ARTICLE VI

Cancellation of Prior Contracts 1. When this Agreement becomes effective, it supersedes and cancels asof the effective date hereof the following contracts between the parties heretofor the transportation of natural gas by MIGC for Shipper. ARTICLE VII

Notices 1. Any formal notice, request or demand that either party gives to theother respecting this Agreement shall be in writing and shall be mailed byregistered or certified mail or delivered in hand to the following address of the other party:MIGC: MIGC LLC (Insert current address as set forth on MIGC's Internet Web Site at www.migc.com) Shipper:or to such other address as a party shall designate by formal written notice.Routine communications may be mailed by ordinary mail. Operating communications shall be made by e-mail or by EDI

where Shipper has executedan EDI agreement with MIGC. E-mail addresses are set forth on MIGC'sInternet Web Site at www.migc.com. Payments to MIGC for services renderedhereunder shall be made in accordance with Section 8 of the TransportationGeneral Terms and Conditions incorporated by reference in Rate

Schedule FTS-1.

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APPLICABLE TO FIRM SERVICE

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS-1
ARTICLE VIII

(Continued)

Other Operating Provisions (This Article to be utilized when necessary to specify other operating provisions. It may not be used to alter the terms and conditions of Rate Schedule FTS-1 or in a manner that would

result in unduly discriminatory treatment of Shipper)

ARTICLE IX

Miscellaneous 1. MIGC and Shipper expressly agree that the laws of the State of Wyomingshall govern the validity, construction, interpretation and effect of thisAgreement and of the Transportation General Terms and Conditions incorporatedby reference in Rate Schedule FTS-1. 2. Exhibits A, B, and C attached to this Agreement, are hereby incorporatedby reference as part of this Agreement. The parties may amend Exhibits A, B, and C by mutual agreement, which amendments shall be reflected in a revisedExhibit A, B, or C, and shall be incorporated by reference as part of thisAgreement.

 Effective Date: 06/13/2008 Status: Effective FERC Docket: RP08-376-000

Original Sheet No. 118 original Sheet No. 118 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO FIRM SERVICE UNDER RATE SCHEDULE FTS-1

UNDER RATE SCHEDULE FTS-1 EXHIBIT A

(Continued) To The Transportation Service Agreement Dated:

and
Shipper's Transportation Contract Demand (Total Maximum DailyQuantity):
Actual Average Maximum Actual Average Maximum

Delivery Atmospheric Daily Pressure(s) Pressure(s)

QuantityPrimary Receipt Point(s) (psig) (psia) ()Secondary Receipt

Point(s)*Necessary pressure to enter the MIGC System; not in excess of:A. Effective Date of this Exhibit

A:

R Supersedes Publish A B. Supersedes Exhibit A | MIGC | LLCBy: | By: | Date: | Date: |

Effective Date: 06/13/2008 Status: Effective FERC Docket: RP08-376-000

Original Sheet No. 119 original Sheet No. 119 FORM OF TRANSPORTATION SERVICE AGREEMENT APPLICABLE TO FIRM SERVICE UNDER RATE SCHEDULE FTS-1

(Continued) EXHIBIT B

To The Transportation Service Agreement Between MIGC Shipper's Maximum Delivery Quantity per day : and Average Delivery Delivery Atmospheric Quantity

Pressure(s) Pressure(s) Per DayPrimary Delivery Point(s) (psig)

(psia) ()Secondary Delivery Point(s)A. Effective Date of this Exhibit

B: ______ B. Supersedes Exhibit B

Effective: Actual Effective:___ By:_____ Date:____ LLCBy: p. Date:

FERC Docket: RP08-376-000

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Pro forma Sheet Nos. 121 through 130 reserved for future use.