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FERC GAS TARIFF

Second Revised Volume No. 1-A

of

K N Interstate Gas Transmission Co.

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning Tariff Should be Addressed to:

Peter E. Gerlich Director - Regulatory Compliance K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, CO 80228-8304

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PRELIMINARY STATEMENT

This Second Revised Volume No. 1-A sets forth the Rate Schedules, Forms of Service Agreement, Transportation, No-Notice, and Storage Request Forms, and other tariff provisions relating to Transportation, No-Notice, and Storage services on K N Interstate Gas Transmission Co.'s pipeline system.

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System Map Contained on Hard Copy Only.

Effective Date: 08/01/1996 Status: Effective FERC Docket: TM96-3-53-000 Fourth Revised Sheet No. 4-F Fourth Revised Sheet No. 4-F : Superseded Superseding: Third Revised Sheet No. 4-F

Rate Schedule	Delivery Point	Receipt Point	Fuel Reimbursement Percentage
			1/ 2/
FT, IT, and NNS (Continued)	Market Area 4	Production Area 1	5.02%
		Production Area 2	3.52%
		Production Area 3	5.89%
		Market Area 1	0.76%
		Market Area 2	2.83%
		Storage	0.57%
		Market Area 3	1.02%
		Market Area 4	0.41%

FSS, ISS and NNS	Fuel Reimbursement percenta applied to injection quanti		2.57%
Gathering	All	All	Per Agreement
Processing			Per Agreement

Fuel reimbursement percentages for FT, IT, and NNS will be applied to receipt quantities. Fuel reimbursement percentages for FSS and ISS will be applied to injection quantities.

1/ Included in the fuel reimbursement percentage above for FT, IT, and NNS is an additional 0.45% for lost and unaccounted for gas. Included in the fuel reimbursement percentage for FSS and ISS is an additional 1.24% for lost and unaccounted for.

2/ Backhauls within a Production Area or Market Area have no fuel use, however, incur .45% lost and unaccounted-for.

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RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for firm transportation of natural gas provided by K N Interstate Gas Transmission Co. ("Transporter") for any party ("Shipper"), when:

- Shipper has requested to have gas transported under this Rate Schedule FT;
- b. Shipper and Transporter have executed a Firm Transportation Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule; and
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the firm service requested by Shipper.
- d. Service will be contracted for on a first-come, first-served basis.
- e. Transportation service shall include exchanges, forward-haul and back-haul service.
- f. No fee exchange service is available in K N's reasonable discretion and in a non-discriminatory manner when K N and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- g. Seasonal capacity will only be sold at points where (1) capacity varies throughout the year due to operational constraints and (2) all year round capacity has been contracted at that point.

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RATE SCHEDULE FT - continued

- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - a. This rate schedule shall apply to the firm transportation of natural gas on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part. Transporter shall receive from Shipper, or for the account of Shipper, at those points on Transporter's system as specified in an executed FT Service Agreement between Shipper and Transporter (hereinafter referred to as "Primary Receipt Points") for transportation, daily quantities of gas tendered for the account of Shipper up to Shipper's Maximum Daily Transportation Quantity (MDTQ), plus fuel reimbursement and other deductions, as specified in the Service Agreement.
 - b. Transporter shall receive from Shipper daily quantities of gas up to Shipper's Maximum Daily Receipt Quantity (MDRQ) at each individual Primary Receipt Point. Transporter shall, if capacity is available, on any day receive at any Primary Receipt Point, a quantity of gas in excess of the applicable Maximum Daily Receipt Quantity (MDRQ). Transporter shall, if capacity is available, on any day receive gas at any other receipt point (Secondary Receipt Point). Transporter shall receive at all primary and secondary receipt points, on any day, a quantity of gas not to exceed the MDTQ, plus fuel reimbursement and other deductions.

Nominations at Secondary Receipt Points will interrupt IT deliveries if necessary to meet the FT nomination. Upon receipt of natural gas for Shipper's account, Transporter shall, after a reduction for the Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the "Primary Delivery Point(s)" as specified in the Service Agreement. Transporter shall, if capacity is available, on any day, deliver at any other delivery point (Secondary Delivery Point). If additional capacity is available Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 7 First Revised Sheet No. 7 : Superseded Superseding: Original Sheet No. 7

RATE SCHEDULE FT - continued

at a Primary Delivery Point, Shipper may use this capacity on a secondary basis in order to receive volumes in excess of the Maximum Daily Delivery Quantity (MDDQ) reserved at the Primary Delivery Point. Transporter shall deliver at all primary and secondary delivery points, on any day, a quantity of gas not to exceed the MDTQ. Transporter will provide nondiscriminatory access to secondary points so as not to hamper the capacity release program.

- c. Transporter shall, if capacity is available, on any day, receive and deliver a quantity of gas in excess of the applicable MDTQ.
- 2.1 GATHERING. Gathering service will be provided on a nondiscriminatory, not unduly preferential basis, consistent with the terms and conditions of this tariff. Gathering service will be offered separately on a contractual basis.
- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system, on a non-discriminatory basis, whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;

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- Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
 - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.

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RATE SCHEDULE FT - continued

- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas, in MMbtu, which Transporter agrees to deliver on any day for the account of Shipper at all Delivery Point(s). Such delivery points and such MDTQ shall be specified in the executed Service Agreement.
- 3.3 PRIMARY RECEIPT POINT(S). Primary Receipt Points are those receipt points from which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm capacity at that point.
- 3.4 SECONDARY RECEIPT POINT(S). A Shipper holding FT Service may nominate from any number of Secondary Receipt Points. The sum of the nominated quantities at all Primary and Secondary Receipt Points, less fuel reimbursement and other deductions, shall not exceed the Maximum Daily Transportation Quantity (MDTQ) of the Agreement on any given day.
- 3.5 NOMINATIONS AT PRIMARY OR SECONDARY RECEIPT POINT(S). Shippers served under FT Rate Schedules may nominate at either primary or secondary receipt points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT service customers 24-hour notice.
- 3.6 MAXIMUM DAILY RECEIPT QUANTITY (At Individual Receipt Point). The Maximum Daily Receipt Quantity (MDRQ) shall mean the maximum quantity of natural gas which Transporter agrees to receive on any day at an indicated Primary Receipt Point as specified in the executed Service Agreement; provided however, that the sum of the Maximum Daily Receipt Quantities (MDRQs) at all Primary Receipt Points shall not be in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement.

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Superseding: Original Sheet No. 10

RATE SCHEDULE FT - continued

- 3.7 PRIMARY DELIVERY POINT(S). Primary Delivery Point(s) are those delivery points to which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Delivery Point shall not exceed the available firm capacity at that point.
- 3.8 SECONDARY DELIVERY POINT(S). A Shipper holding FT service may nominate to any number of Secondary Delivery Points. The sum of the nominated quantities at all Primary and Secondary Delivery Points, less fuel reimbursement and other deductions, shall not exceed the MDTQ of the Agreement on any given day.
- 3.9 NOMINATIONS AT PRIMARY OR SECONDARY DELIVERY POINT(S). Shippers served under this FT Rate Schedule may nominate at either primary or secondary delivery points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT service customers 24-hour notice.
- 3.10 MAXIMUM DAILY DELIVERY QUANTITY (At Individual Delivery Point). The Maximum Daily Delivery Quantity (MDDQ) shall mean the maximum quantity of natural gas which Transporter agrees to deliver on any day at any indicated Primary Delivery Point as specified in the executed Service Agreement; provided however, the sum of the Maximum Daily Delivery Quantities at all Primary Delivery Points shall not be in excess of the Maximum Daily Transportation Quantity specified in the executed Service Agreement.

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RATE SCHEDULE FT - continued

- 4. REQUIREMENTS FOR VALID REQUEST FOR FIRM TRANSPORTATION SERVICE
 - 4.1 All Shippers requesting firm transportation service must submit a completed Transportation Service Request Form as set forth in Volume 1-A. No request for firm service will be entered on Transporter's log, or gas scheduled for receipt and delivery, until all such information and a completed Transportation Service Request Form has been received by Transporter. All completed Transportation Request Forms are to be submitted on the electronic bulletin board or sent to:

K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304

Attention: Transportation Department

- 4.2 A request for service must include the following:
 - a. Primary Delivery Points must be grouped by rate zone. For each delivery rate zone, primary receipt points must be specified. The sum of MDRQ for Primary Receipt Points associated with any delivery zone must not exceed the sum of the MDDQs for that rate zone.
 - b. PREPAYMENT. A payment to Transporter of an amount equal to the Reservation Charge applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper.
 - c. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form; the form of which is contained in this tariff.

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RATE SCHEDULE FT - continued

- 4.3 A Firm Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.
- 4.4 REQUEST FOR NON-SPECIFIC FT SERVICE:

Non-specific FT requests and service agreements are intended to facilitate the acquisition of released capacity on Transporter's system. All Shippers requesting non-specific FT service must provide the information required in Sections 4.1 and 4.2, except for specific receipt and delivery point information, and prepayment.

- 5. RATES
 - 5.1 RATES. The applicable rates, including any surcharges, for firm transportation service are set forth in effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
 - 5.2 MONTHLY BILL. Commencing for the month in which the FT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. RESERVATION CHARGE. For each Primary Path, the Reservation Charge shall be the product of:
 - The Maximum Reservation rate by Primary Path, unless otherwise agreed to in writing; and
 - (2) The MDDQ specified by Primary Path in Shipper's FT Service Agreement.
 - b. COMMODITY CHARGE. The commodity rate multiplied by the volume in MMbtu of gas delivered by Transporter during the month at the Point(s) of Delivery.

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RATE SCHEDULE FT - continued

- c. DAILY OVERRUN CHARGES.
 - (1) Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity total for any rate zone, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting nominations in excess of these quantities) Transporter may authorize delivery of the gas. Quantities of gas moved in excess of the MDDQ total by rate zone or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4-D of this tariff.
 - (2) Unauthorized Overrun Charge. A daily overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) total for any rate zone, exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the Maximum Daily Transportation Quantity (MDTQ). Quantities of overrun gas in excess of seven percent (7%) or 50 MMBtu over the above quantities, following a notice period of forty-eight (48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in excess of the tolerance multiplied by the rate for unauthorized overruns set forth in Sheet No. 4-D of this tariff. Quantities of overrun gas less than the tolerance, or for which notice has not been given, will be subject to a charge equal to the overrun quantity multiplied by the authorized overrun rate set forth in Sheet No. 4-D of this tariff.

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RATE SCHEDULE FT - continued

- (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries in excess of the MDTQ at any time in its reasonable discretion, as necessary to protect the integrity of its system, including the maintenance of service to other customers.
- (4) During periods when operational flow orders are in effect, any overruns would be subject to the provisions of Section 29 of the General Terms and Conditions.
- d. MONTHLY BALANCING.
 - (1) Within twenty-five (25) days of month end, Transporter will notify Shipper of his monthly imbalance. If requested by Shipper, cumulative imbalances may be injected into or withdrawn from a leased storage service, if available. Injections and withdrawals will be in accordance with the applicable tariff provisions and rates governing leased storage. Imbalances may be traded among a Shipper's transportation agreements; imbalances may not be traded between the mainline and Buffalo Wallow systems.
 - (2) If storage or trading among Shipper's transportation agreements on the same system are not used to cure the imbalance, the Shipper may request that his imbalance be posted on the bulletin board and for the remainder of that month or at least twenty (20) days, those imbalances may be traded. To consummate a trade, both trading parties must inform Transporter via the electronic bulletin board of their agreement to trade and their desire for Transporter to offset the imbalances. After receiving notices from both trading parties, Transporter will reflect the trade by posting adjusted imbalances on the EBB.

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RATE SCHEDULE FT - continued

- (3) Imbalances equal to or less than ten percent (10%) of deliveries or two hundred (200) MMBtu for a month may be made up in kind.
- (4) At the end of the trading period, Transporter will charge for or credit for any imbalance over ten percent (10%) according to the schedule below. Up to ten percent (10%) or two hundred (200) MMBtu of monthly imbalance may be carried forward and will be considered as the beginning imbalance for the month following actual notice.

Imbalance as	Rate as a % of	Average Market Index*
% of Actual Deliveries	K N Charge	K N Credit

More than 10% 125%

* Average of the first month and mid-month market indices defined as the average of 1) the first of month index and midpoint of the aftermarket range for CIG as reported by "Inside FERC Gas Market Report" and 2) average of the weighted monthly average of all weekly surveys for CIG in "Natural Gas Intelligence" for the month in which the imbalance occurred.

75%

- (5) Any imbalance less than the ten percent (10%) tolerance remaining upon expiration of an FT agreement will be cashed out at the index price defined above.
- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. If Transporter, in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, Transporter will allow Shipper to choose either:

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RATE SCHEDULE FT - continued

- A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
- (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
- (3) Transporter will allocate additional facility charges among multiple Shippers pro-rata, based on the percentage of requested use of the facilities.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a daily imbalance or a portion of the monthly balancing charge under this rate schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, such Shipper shall be relieved of such charges. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-002 Sub. First Revised Sheet No. 17 Sub. First Revised Sheet No. 17 : Superseded Superseding: Original Sheet No. 17

RATE SCHEDULE FT - continued

- 6. SCHEDULING OF RECEIPTS AND DELIVERIES
 - 6.1 NOMINATIONS. If Shipper desires transportation of gas on any day under this Rate Schedule, Shipper shall:
 - a. Submit a nomination through the electronic bulletin board by 10:00 a.m. CT the day before Shipper desires transportation. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's notice (nomination) is not timely. Nominations from storage to onsystem delivery points may be made at any time on a prospective basis. All other nominations received after 10:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.
 - b. Include in the nomination the quantity of gas to be received by Transporter (including Shipper's transportation volumes and Btu levels, overrun volumes, any volumes to satisfy past imbalances, and fuel reimbursement quantities for volumes at each specified Receipt Point), receipt points (primary and/or secondary), and the quantity to be delivered by Transporter at each specified delivery point (primary and/or secondary) on the desired gas day, but no sooner than the following day. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations.
 - c. Receive a response from Transporter by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.
 - d. Submit nominations to Transporter by 10:00 a.m. (CT) four business days prior to the first day of the month for service to begin on the first day of the month. Nominations received less than four (4) days in advance will be accepted on a reasonable efforts basis only.

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- Provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers.
- Nominate to no more than one (1) delivery rate zone per transportation nomination.
- g. Nominate no more than one transportation rate per nomination.
- 6.2 DELIVERY OF GAS. Based upon the daily quantity scheduled and such information as Transporter has available concerning the quantity actually received, and subject to Section 16 of Transporter's General Terms and Conditions, Transporter shall make daily delivery of Shipper's nominated quantity. Daily deliveries of gas at the Point(s) of Delivery by Transporter shall be approximately equal to daily receipts of gas at the Point(s) of Receipt by Transporter for transportation, less applicable Fuel Reimbursement Quantity and any other deductions.
- 6.3 If actual receipts or deliveries are more than twenty-five percent (25%) over or under nominations, Transporter will by means of the telephone or electronic bulletin board electronic mail message, notify the Shipper that it has forty-eight (48) hours in which to bring actual receipts or deliveries and nominations more closely into agreement. If the discrepancy is not brought to less than twenty percent (20%) within forty-eight (48) hours, Transporter may adjust deliveries to compensate for the inaccurate nominations.
- 6.4 DETERMINATION OF DELIVERIES. Refer to Section 8 of Transporter's General Terms and Conditions.
- 6.5 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's pipeline system.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 19 First Revised Sheet No. 19 : Superseded Superseding: Original Sheet Nos. 19-21 RATE SCHEDULE FT - continued

7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet Nos. 20-21 First Revised Sheet Nos. 20-21 : Superseded Superseding: Original Sheet Nos. 19-21

RESERVED SHEETS

Sheet Nos. 20 and 21 have been reserved.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 22 Substitute First Revised Sheet No. 22 : Superseded Superseding: Original Sheet No. 22

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

This Agreement ("Agreement"), is made and entered into by K N Interstate Gas Transmission Co., a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FT, Transporter agrees to receive from, or for the account of, Shipper for transportation on a firm basis quantities of natural gas tendered by Shipper on any day at the Primary Receipt Point(s) up to the applicable Maximum Daily Receipt Quantity for such Receipt Point. Shipper shall not tender at all Primary Receipt Points on any day without the prior consent of Transporter, a cumulative quantity of natural gas in excess of the Maximum Daily Transportation Quantity set forth in Article XIII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Delivery Point(s) the nominated gas received from Shipper at the Receipt Point(s), less the Fuel Reimbursement Quantity and other deductions, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, that Transporter shall not be obligated to deliver at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement. This Agreement may be extended for another primary term if agreed to by both parties in accordance with the provisions in the General Terms and Conditions on the right of first refusal.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 23 First Revised Sheet No. 23 : Superseded Superseding: Original Sheet No. 23

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's FT Rate Schedule as shown on Sheet No. 4 of Volume No. 1-A and as the same may be hereafter revised or changed. The rates to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule FT, nor less than the minimum rate under Rate Schedule FT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FT, (b) Transporter's Rate Schedule FT, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FT.

ARTICLE IV PRIMARY RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the Primary Receipt Point(s) specified in Appendix A, with the Maximum Daily Receipt Quantity, the meter number, maximum receipt pressure, the atmospheric pressure indicated for each such Receipt Point and provisions for incremental facilities as set forth in Appendix A. If multiple primary delivery point rate zones are specified in Appendix B the primary receipt point(s) and quantities must be allocated by primary delivery point rate zone in Appendix A.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 24 First Revised Sheet No. 24 : Superseded Superseding: Original Sheet No. 24 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Primary Delivery Point(s) specified in Appendix B, with the Maximum Daily Delivery Quantity and the meter number, maximum delivery pressure, the atmospheric pressure and provisions for incremental facilities indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to take delivery of any gas for transportation which does not meet such quality provisions.

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 25 First Revised Sheet No. 25 : Superseded Superseding: Original Sheet No. 25 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter:

Mailing Address:	Street Address:		
K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado	K N Interstate Gas Transmission Co. 370 Van Gordon Lakewood, Colorado		
80228-8304	80228-8304		
Telephone: (303) 989-1740			
Telecopy: (303) 763-3515			

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 26 First Revised Sheet No. 26 : Superseded Superseding: Original Sheet No. 26

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

Scheduling:	Payment Address:
Transportation Administration (303) 989-1740 Telecopy: (303) 986-3671	K N Interstate Gas Transmission Co. Dept. #316 Denver, CO 80291-0316

(b) Shipper: As shown in Article XIII

or such other address as either party shall designate by formal written notice.

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this Firm Transportation Service Agreement, up to Shipper's Maximum Daily Transportation Quantity or Maximum Contract Quantity, in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 27 Substitute First Revised Sheet No. 27 : Superseded Superseding: Original Sheet No. 27

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE XIII SPECIFIC INFORMATION

Firm Transportation Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and "Shipper").
Contract Number:
Contract Date://
'erm:
Permination Notice:
Shipper:
Quantity:
Maximum Daily Transportation Quantity:MMbtu per day
Rate: The rate charged will be the maximum transportation rate unless otherwise agreed to in writing.
Tuel Reimbursement: As stated on Tariff Sheet No. 4-E & 4-F, unless

otherwise agreed to in writing.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 28 First Revised Sheet No. 28 : Superseded Superseding: Original Sheet No. 28 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

IN WITNESS WHEREOF, the parties have caused this $\mbox{Agreement}$ to be signed by their duly authorized representative.

K N Interstate Gas Transmission Co.

Ву:	 	
Title:		

SHIPPER

 Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 29 First Revised Sheet No. 29 : Superseded Superseding: Original Sheet No. 29 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

APPENDIX A RECEIPT POINT(S)

To the Firm Transportation Service Agreement between K N Interstate Gas Transmission

Co. ("Transporter") and _____ _____ ("Shipper").

Maximum Receipt

Date _____ Contract Number ____

Primary -----

 Receipt
 Receipt
 Maximum Daily
 Atmospheric
 Provision for

 Point(s)
 Meter No.
 Pressure
 Receipt Quantity
 Pressure
 Incre. Facility

Receipts Assigned to Deliveries in Rate Zone _____

Quality Waivers:

This Appendix A supersedes and cancels any previously effective Appendix A to this Firm Transportation Service Agreement.

K N Interstate Gas Transmission Co.

By:____

Shipper

Ву:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 30 First Revised Sheet No. 30 : Superseded Superseding: Original Sheet No. 30 FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued APPENDIX B DELIVERY POINT(S) To the Firm Transportation Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and ______ Date ______ Date ______

Primary Delivery Points	Meter No.	Maximum Delivery Pressure	Maximum Daily Delivery Quantity	Atmospheric Pressure	Provision for Incre. Facility

This Appendix B supersedes and cancels any previously effective Appendix B to the referenced Firm Transportation Service Agreement.

K N Interstate Gas Transmission Co.

Ву:_____

Shipper

By:____

Effective Date: 11/01/1994 FERC Docket: RP94-397-0				
First Revised Sheet Superseding: Origina				
SHIPPER INFORMATION				
Complete Legal Name State of Incorporati Taxpayer I.D. No	on:			
Address:		For Billin	g:	
Phone:		Phone: Fax:		
For Notices:				For Scheduling and Volume Information:
(include street	address for exp	ress service)	
Contact Name:				
Phone: Fax:			Phone: Fax:	
E	ocal Distribution Interstate Pipel Ind User Other (specify)	ine		Intrastate Pipeline Producer Marketer
or interruptibl	e transportation on is not an off:	n service ag	reement	ecute the written firm with Transporter (If e written authorization
Name:				
Title:				
	esting service is prity to act as a			er, please provide d complete the

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000	
First Revised Sheet No. 32 First Revised Sheet No. 32 : Supersed Superseding: Original Sheet No. 32	led
TRANSPORTATION SERVICE REQUEST FORM - contin	hied
	nucu
Legal Name of Principal:, a(n):	which is
Local Distribution Company Intrastate Interstate Pipeline Producer End User Marketer Other (specify) Marketer	Pipeline
SERVICE REQUESTED	
Type of Service requested: 284G 28	4B terruptible
284B INFORMATION	
*"On behalf of" Entity information (letter required) - Sec service will be "on behalf of" pursuant to Subpart B of Pa FERC regulations:	
Legal Name:	, which is an:
LDC Intrastate Pi	peline
The named "on behalf of" entity will:	
Transport the gas Take title to	the gas
SERVICE INFORMATION	
Maximum Daily Transportation Quantity (Total Capacity Rese Quantity for firm requests)	rvation
Requested term of service: Initial delivery date	
Termination date	
Are additional or new facilities required to receive or de the transportation service requested herein? Yes Type No	liver gas for

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 33 First Revised Sheet No. 33 : Superseded Superseding: Original Sheet No. 33

TRANSPORTATION SERVICE REQUEST FORM - continued

PRIMARY RECEIPT POINT INFORMATION

On the attached Appendix A, please list the name, precise legal location, or meter number if available, the maximum daily receipt quantity in MMBtu being requested, and the heating value of the gas in Btu for each receipt point listed. If multiple primary delivery point rate zones are requested, primary receipt points and quantities must be allocated by delivery point rate zone. Interruptible transportation requests will be governed by the master receipt point list, unless otherwise requested.

PRIMARY DELIVERY POINT INFORMATION

On the attached Appendix B, please list the name, precise legal location or meter number, if available, and the maximum daily delivery quantity in MMBtu being requested. Interruptible transportation requests will be governed by the master delivery point list, unless otherwise requested. If requesting a proposed delivery point, include a field contact, telephone number and a billing name and address for the cost of installation. A separate facility agreement may be required.

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the service request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper agrees to pay Transporter's effective transportation rate applicable for this service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 34 First Revised Sheet No. 34 : Superseded Superseding: Original Sheet No. 34 TRANSPORTATION SERVICE REQUEST FORM - continued

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

Very truly yours,

Signature

Typed Name and Title

Telephone Number

Facsimile Number

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 35 First Revised Sheet No. 35 : Superseded Superseding: Original Sheet No. 35

TRANSPORTATION SERVICE REQUEST APPENDIX A RECEIPT POINTS

NAME	LEGAL LOCATION OR METER NUMBER	MAXIMUM DAILY RECEIPT QUANTITY/1 in MMBtu	BTU/cu. ft.
	·		
<u> </u>			
		TOTAL/2	

The maximum daily receipt volume at any receipt point must not exceed the gas volume available to Shipper at that point.

For additional receipt points, attach another sheet.

^{1/} The total must not exceed the Maximum Daily Transportation Quantity. Maximum Daily Receipt Quantities are stated in terms of equivalent deliveries. For FT requests, points and MDRQs must be allocated by primary delivery point rate zones.

^{2/} FT only.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 36 First Revised Sheet No. 36 : Superseded Superseding: Original Sheet No. 36 TRANSPORTATION SERVICE REQUEST APPENDIX B DELIVERY POINTS

NAME	LEGAL LOCATION Or METER NUMBER	MAXIMUM DAILY DELIVERY QUANTITY in MMBtu
	TOTAL/3	

The maximum daily delivery volume at any delivery point must not exceed the gas volume that Transporter can deliver at that point.

For additional delivery points, attach another sheet.

3/ The total must not exceed the Maximum Daily Transportation Quantity.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 37 First Revised Sheet No. 37 : Superseded Superseding: Original Sheet No. 37

RATE SCHEDULE IT

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for interruptible transportation of natural gas provided by K N Interstate Gas Transmission Co. ("Transporter") for any party ("Shipper"), when:

- a. Shipper has elected to have gas transported under this Rate Schedule IT; and
- b. Shipper and Transporter have executed an Interruptible Transportation Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule.
- c. Service will be contracted for on a first-come, first-served basis.
- d. Transportation service shall include exchanges, forward-haul and back-haul service.
- e. No fee exchange service is available in K N's reasonable discretion and in a non-discriminatory manner when K N and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - a. This rate schedule shall apply to the interruptible transportation of natural gas on Transporter's system, subject to Section 16 of the General Terms and Conditions of the FERC Gas Tariff, under this Rate Schedule. Such interruptible service shall be provided to Shipper only to the extent capacity is available after Transporter has provided service to its firm customers and to those interruptible customers with higher priority, pursuant to the General Terms and Conditions. Transporter shall receive from Shipper, or for the account of Shipper, at those points on Transporter's system specified in an executed IT

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 38 First Revised Sheet No. 38 : Superseded

Superseding: Original Sheet No. 38

RATE SCHEDULE IT - continued

Service Agreement between Shipper and Transporter ("Receipt Points") for transportation of daily quantities of gas tendered for the account of Shipper up to Shipper's Maximum Daily Transportation Quantity (MDTQ) as specified in the Service Agreement, plus fuel reimbursement quantities and other deductions. Upon receipt of natural gas for Shipper's account, Transporter shall, after a deduction for the Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the Delivery Points, as specified in the Service Agreement.

- 2.1 GATHERING. Gathering service will be provided on a nondiscriminatory, not unduly preferential basis, consistent with the terms and conditions of this tariff. Gathering service will be offered on a separate contractual basis.
- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 39 First Revised Sheet No. 39 : Superseded Superseding: Original Sheet No. 39 RATE SCHEDULE IT - continued

- Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
 - c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.

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RATE SCHEDULE IT - continued

- 3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas in MMbtu which Transporter agrees to deliver to Shipper on any day for the account of Shipper at any nominated Delivery Point(s), should capacity be available. Such delivery points and such MDTQ shall be specified in the executed Service Agreement.
- 3.3 APPROVED DAILY NOMINATION. The Approved Daily Nomination shall mean that quantity of gas which Transporter has approved to be transported on a particular day.
- 4. REQUIREMENTS FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION SERVICE
 - 4.1 All Shippers requesting interruptible transportation service must submit a completed Transportation Service Request Form as set forth in Volume 1-A. No request for interruptible service will be entered on Transporter's log, or gas scheduled for receipt and delivery, until all such information and a completed Transportation Service Request Form has been received by Transporter. All completed Transportation Service Request Forms are to be submitted on the electronic bulletin board or sent to:

K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304 Attention: Transportation Department

- 4.2 A request for service must include the following credit information:
 - a. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 41 First Revised Sheet No. 41 : Superseded Superseding: Original Sheet No. 41 RATE SCHEDULE IT - continued

- (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
- (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 An Interruptible Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.
- 5. RATES
 - 5.1 RATES. The applicable maximum and minimum unit rates including any surcharges for interruptible transportation service are set forth in effective Sheet No. 4-B of Volume 1-A of this FERC Gas Tariff, as revised from time to time. Shipper and Transporter may agree in writing to an applicable unit commodity rate which shall not be in excess of the maximum unit rate nor less than the minimum unit rate.
 - 5.2 MONTHLY BILL. Commencing for the month in which the IT Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. COMMODITY CHARGE. The applicable unit commodity rate by nominated path multiplied by the volume in MMBtu of gas delivered by Transporter during the month at the Point(s) of Delivery. Preauthorized deliveries in excess of contract quantities will be charged the maximum IT rate, unless otherwise agreed to in writing.
 - b. MONTHLY BALANCING.
 - Within twenty-five (25) days of month end, Transporter will notify Shipper of his monthly imbalance. If requested by Shipper, cumulative imbalances may be injected into or withdrawn from a leased storage service, if available. Injections and withdrawals will be in

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 42 First Revised Sheet No. 42 : Superseded Superseding: Original Sheet No. 42

RATE SCHEDULE IT - continued

accordance with the applicable tariff provisions and rates governing leased storage. Imbalances may be traded among a Shipper's transportation agreements; imbalances may not be traded between the mainline and Buffalo Wallow systems.

- (2) If storage or trading among Shipper's transportation agreements on the same system are not used to cure the imbalance, the Shipper may request that his imbalance be posted on the bulletin board, and for the remainder of that month or at least twenty (20) days, those imbalances may be traded. To consummate a trade, both trading parties must inform Transporter via the electronic bulletin board of their agreement to trade and their desire for Transporter to offset the imbalances. After receiving notices from both trading parties, Transporter will reflect the trade by posting adjusted imbalances on the EBB.
- (3) Imbalances equal to or less than ten percent (10%) of deliveries or two hundred (200) MMBtu for a month may be made up in kind.
- (4) At the end of the trading period, Transporter will charge for or credit for any imbalance over ten percent (10%) according to the schedule below. Up to ten percent (10%) or two hundred (200) MMBtu monthly of imbalance may be carried forward and will be considered as the beginning imbalance for the month following actual notice.

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RATE SCHEDULE IT - continued

Imbalance as % of Actual Deliveries	Rate as a % of K N Charge	Average Market Index* K N Credit	
More than 10%	125%	75%	

* Average of the first of month and mid-month market indices defined as the average of 1) the first of month index and the mid-point of the aftermarket range for CIG as reported by "Inside FERC Gas Market Report" and 2) average of the weighted monthly average of all weekly surveys for CIG in "Natural Gas Intelligence" for the month in which the imbalance occurred.

- (5) Any imbalance less than ten percent (10%) tolerance remaining upon expiration of an IT agreement will be cashed out at the index price defined above.
- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 44 First Revised Sheet No. 44 : Superseded Superseding: Original Sheet No. 44

RATE SCHEDULE IT - continued

b. FILING FEES. Any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

- 5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a daily imbalance charge or a portion of the monthly balancing charge under this rate schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall be relieved of such charges.
- 6. SCHEDULING OF RECEIPTS AND DELIVERIES
 - 6.1 NOMINATIONS. If Shipper desires transportation of gas on any day under this Rate Schedule, Shipper shall:
 - a. Submit a nomination through the electronic bulletin board by 10:00 a.m. CT on the day before Shipper desires transportation. Transporter shall have no obligation to transport gas for Shipper under this Rate Schedule if Shipper's notice (nomination) is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 10:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-002 Sub. First Revised Sheet No. 45 sub. First Revised Sheet No. 45 : Superseded

Superseding: Original Sheet No. 45

- b. Include in the nomination the quantity of gas to be received by Transporter (including Shipper's transportation volumes and Btu levels, overrun volumes, any volumes to satisfy past imbalances, and fuel reimbursement quantities for volumes at each specified Receipt Point) and the quantity to be delivered by Transporter at each specified delivery point on the desired gas day, but no sooner than the following day. The total receipt nominations less the fuel reimbursement quantity and other deductions must equal the equivalent thermal quantity of delivery nominations. Transactions to which different rates apply shall be nominated separately.
- c. Receive a response from Transporter by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.
- d. For service to begin on the first day of the month, submit nominations to Transporter by 10:00 a.m. (CT) four business days prior to the first day of the month. Nominations received less than four (4) days in advance will be accepted on a reasonable efforts basis only.
- e. Provide contract numbers for both upstream and downstream parties, if known, and related processing agreement numbers.
- f. Nominate to no more than one (1) delivery rate zone per transportation nomination.
- 6.2 DELIVERY OF GAS. Based upon the daily quantity scheduled and such information as Transporter has available concerning the quantity actually received and subject to Section 16 of Transporter's General Terms and Conditions, Transporter shall make daily delivery of Shipper's nominated quantity. Daily deliveries of gas at the Point(s) of Delivery by Transporter shall be approximately equal to daily receipts of gas at the Point(s) of Receipt by Transporter for transportation, less applicable Fuel Reimbursement Quantity and any other deductions.

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RATE SCHEDULE IT - continued

- 6.3 DETERMINATION OF DELIVERIES. Refer to Section 8 of Transporter's General Terms and Conditions.
- 6.4 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's pipeline system.
- 7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet Nos. 47-50 First Revised Sheet Nos. 47-50 : Superseded Superseding: Original Sheet Nos. 47-50

RESERVED SHEETS

Sheet Nos. 47 through 50 are Reserved.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 51 Substitute First Revised Sheet No. 51 : Superseded

Superseding: Original Sheet No. 51

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE IT)

This Agreement ("Agreement"), is made and entered into by K N Interstate Gas Transmission Co., a Colorado corporation ("Transporter") and by Shipper named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule IT, Transporter agrees to receive from, or for the account of, Shipper for transportation on an interruptible basis quantities of natural gas tendered by Shipper any day at the Receipt Point(s). Shipper shall not tender at all Receipt Points on any day, without the prior consent of Transporter, a cumulative quantity of natural gas in excess of the Maximum Daily Transportation Quantity set forth in Article XII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Delivery Point(s) nominated gas received from Shipper at the Receipt Point(s), less the Fuel Reimbursement Quantity and other deductions, and Shipper agrees to accept or cause acceptance of delivery of these quantities; provided, however, Transporter shall not be obligated to deliver at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 52 First Revised Sheet No. 52 : Superseded Superseding: Original Sheet No. 52

> FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's IT Rate Schedule IT and as shown on Sheet No. 4 of Volume 1-A and as the same may be hereafter revised or changed. The rate to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule IT, nor less than the minimum rate under Rate Schedule IT.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule IT and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule IT, (b) Transporter's Rate Schedule IT, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule IT.

ARTICLE IV RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the point(s) specified in Appendix A, with the meter number, maximum receipt pressure, atmospheric pressure indicated for each such Receipt Point and provisions for incremental facilities as set forth in Appendix A. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 53 First Revised Sheet No. 53 : Superseded Superseding: Original Sheet No. 53

> FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE V DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Delivery Point(s) specified in Appendix B, with the meter number, maximum delivery pressure, the atmospheric pressure indicated for each such Delivery Point and provisions for incremental facilities as set forth in Appendix B.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for transportation for the account of Shipper at the Receipt Point(s) shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to take delivery of any gas for transportation which does not meet such quality provisions.

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other interruptible agreements between the parties for the same service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-002 Sub. First Revised Sheet No. 54 Sub. First Revised Sheet No. 54 : Superseded Superseding: Original Sheet No. 54

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; and (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter.

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which

any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter:

Mailing Address:

Street Address:

K N Interstate Gas Transmission Co. P. O. Box 281304 Lakewood, Colorado 80228-8304 Telephone: (303) 989-1740 Telecopy: (303) 763-3515	K N Interstate Gas Transmission Co. 370 Van Gordon Lakewood, CO 80228-8304
Scheduling:	Payment Address:

Transportation Administration (303) 989-1740 Telecopy: (303) 986-3671 K N Interstate Gas Transmission Co. Dept. 316 Denver, CO 80291-0316 Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 55 First Revised Sheet No. 55 : Superseded Superseding: Original Sheet No. 55 FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

(b) Shipper: As shown in Article XII

or such other address as either party shall designate by formal written notice.

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

Effective Date: 11/01/1994 Si	Status: Effective	
FERC Docket: RP94-397-003		
Substitute First Revised Superseding: Original Sh	d Sheet No. 56 Substitute First Revised Sheet No. 56 : Superseded heet No. 56	

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE XII SPECIFIC INFORMATION

Interruptible Transportation Service Gas Transmission Co. ("Transporter") and ("Shipper").		
Contract Number:		
Contract Date://		
Primary Term: Renewal Term: Month to month Termination Notice:	0ther	
Shipper:		
Quantity: Maximum Daily Transportation Quantit	y:MMbt	cu per day
Rate: The rate charged will be the maximum otherwise agreed to in writing.	transportation rat	e unless

Fuel Reimbursement: As stated in Tariff Sheet No. 4-E & 4-F, unless otherwise agreed to in writing.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 57 First Revised Sheet No. 57 : Superseded Superseding: Original Sheet No. 57

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

IN WITNESS WHEREOF, the parties have caused this $\mbox{Agreement}$ to be signed by their duly authorized representative.

K N Interstate Gas Transmission Co.

Ву:_____

Title:_____

SHIPPER

By:_____

Title:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 58 First Revised Sheet No. 58 : Superseded Superseding: Original Sheet No. 58 FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued

> APPENDIX A RECEIPT POINT(S)

To the Interruptible Transportation Service Agreement between K N Interstate Gas Transmission
Co. ("Transporter") and ______ ("Shipper");
Contract Number _____ Date _____
Contract Number _____ Date _____
Receipt _____ Receipt _____ Atmospheric _____ Provision for ______
Point(s) _____ Meter No. _____ Pressure ______ Incre. Facility _______

Master Receipt Point List

Quality waivers:

This Appendix A supersedes and cancels any previously effective Appendix A to this Interruptible Transportation Service Agreement.

K N Interstate Gas Transmission Co.

By:

Shipper

By:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 59 First Revised Sheet No. 59 : Superseded Superseding: Original Sheet No. 59 FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - continued APPENDIX B DELIVERY POINT(S)

To the Interruptible Transportation Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and ______ ("Shipper"); Contract Number _____ Date _____ Delivery Maximum Delivery Atmospheric Provision for Pressure Pressure Incre. Facility ______

Master Delivery Point List

This Appendix B supersedes and cancels any previously effective Appendix B to this Interruptible Transportation Service Agreement.

K N Interstate Gas Transmission Co.

By:_____

Shipper

Ву:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 60 First Revised Sheet No. 60 : Superseded Superseding: Original Sheet No. 60 RATE SCHEDULE NNS NO-NOTICE SERVICE

1. AVAILABILITY

This Rate Schedule is available for no-notice service provided by K N Interstate Gas Transmission Co. ("Transporter") for any party ("Shipper"), when:

- a. Shipper has requested service under this Rate Schedule NNS.
- Shipper and Transporter have executed a No-Notice Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule;
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the no-notice service requested by Shipper;
- Shipper will have sufficient gas storage inventories to meet Transporter's no-notice service requirements;
- e. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This rate schedule shall apply to the combination of firm transportation and firm storage services on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of the FERC Gas Tariff, under this Rate Schedule.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 61 First Revised Sheet No. 61 : Superseded

Superseding: Original Sheet No. 61

- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any no-notice service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system, on a non-discriminatory basis, whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
 - c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
 - d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
 - e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.3 Nominations are unnecessary for this service. No-notice service provides for: (1) a daily firm delivery at the specified delivery point(s) of any customer requirements above the level of approved daily nominations, up to the no-notice maximum daily contract quantity; (2) daily injection into a no-notice storage account of any excess receipts delivered to Transporter; and (3) resolution of daily imbalances which Shipper has incurred under FT or IT Service Agreement(s).

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 62 First Revised Sheet No. 62 : Superseded

Superseding: Original Sheet No. 62

RATE SCHEDULE NNS - continued

- 2.4 No-notice service may be released under the voluntary capacity reallocation process at any time.
- 2.5 No-notice customers will be able to 1) nominate or release the embedded FT, or 2) use the embedded storage as a nominated service. When nominating or releasing the embedded FT, storage is the primary receipt point and all other receipt points are secondary. If either the transportation or storage component of the no-notice service is released or used separately, the availability of nonotice service will be reduced accordingly.
- 2.6 Any use of the firm transportation component, separate from nonotice, shall be subject to the provisions of Rate Schedule FT.
- 2.7 Storage of gas in the NNS account will be subject to the provisions of Rate Schedule FSS, except for nomination and storage inventory requirements. Any use of the NNS storage account separate from NNS will be subject to the provisions of Rate Schedule FSS.
- 2.8 Storage inventories may be traded between FSS, ISS or NNS contracts. Both parties must notify Transporter in writing or via the electronic bulletin board of their desire to trade, the quantity to be traded, and the effective date (prospective only).

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The fuel reimbursement quantity shall be that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for delivery to Shipper. The fuel reimbursement quantity shall be stated as a percentage of the natural gas received by Transporter at the point(s) of receipt.

Effective Date: 06/01/1995 Status: Effective FERC Docket: RP95-312-000 Second Revised Sheet No. 63 Second Revised Sheet No. 63 : Superseded Superseding: First Revised Sheet No. 63

- b. Title to the fuel reimbursement quantity shall vest in Transporter upon receipt at the receipt point(s) at no cost and free and clear of all adverse claims.
- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM DAILY CONTRACT QUANTITY. The maximum daily contract quantity (MDCQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to deliver as no-notice service. From November 1 through March 31, each one hundred MMBtu of maximum daily contract quantity represents one hundred MMBtu of storage deliverability and one hundred MMBtu of transmission capacity from storage to the delivery point(s).
- 3.3 PRIMARY RECEIPT POINT. The primary receipt point for no-notice service is in Market Area 2.
- 3.4 SECONDARY RECEIPT POINT(S). A secondary receipt point is a point other than storage from which the Shipper wishes to receive gas using the transmission capacity embedded in no-notice service. Secondary receipt points can only be used from April 1 to October 31. The sum of the nominated quantities at all secondary receipt points and the primary receipt point shall not exceed the Maximum Daily Contract Quantity of the No-Notice Agreement plus fuel reimbursement and other deductions on any given day.
- 3.5 MAXIMUM DAILY DELIVERY QUANTITY (at individual delivery point). The maximum quantity of natural gas which transporter agrees to deliver on a no-notice basis on any day at any indicated primary delivery point as specified in the executed service agreement shall be the Maximum Daily Delivery Quantity. Provided, however, the sum of the Maximum Daily Delivery Quantities at all primary delivery points shall not exceed the Maximum Daily Contract Quantity as specified in the executed service agreement.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 64 First Revised Sheet No. 64 : Superseded

Superseding: Original Sheet No. 64

- 3.6 PRIMARY DELIVERY POINT(S). Primary Delivery Point(s) are those delivery points to which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Delivery Point shall not exceed the available firm capacity at that point.
- 3.7 SECONDARY DELIVERY POINT(S). A Shipper holding FT service may nominate from any number of Secondary Delivery Points. The sum of the nominated quantities at all Primary and Secondary Delivery Points, less fuel reimbursement and other deductions, shall not exceed the MDTQ of the Agreement on any given day.
- 3.8 NOMINATIONS AT PRIMARY OR SECONDARY DELIVERY POINT(S). Shippers served under this FT Rate Schedule may nominate at either primary or secondary delivery points. Nominations at secondary points will interrupt IT service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT service customers 24-hour notice.
- 3.9 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to store for the account of Shipper. Such volume (MSQ) shall be specified in the executed Service Agreement. Transporter may direct Shipper to inject into Shipper's no-notice storage account to maintain the capacity to provide the contracted level of no-notice service.
 - a. Shipper's MSQ shall equal forty-five (45) times the Maximum Daily Contract Quantity.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 65 First Revised Sheet No. 65 : Superseded Superseding: Original Sheet No. 65

- b. Negative storage inventories will not be allowed.
- 3.10 MAXIMUM DAILY INJECTION QUANTITY (at the inlet of Transporter's Storage Facilities). The Maximum Daily Injection Quantity (MDIQ) means the maximum quantity of natural gas which Transporter agrees to receive from Shipper at the inlet side of Transporter's storage facilities for injection into storage as specified in the executed Service Agreement.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 Second Revised Sheet No. 66 Second Revised Sheet No. 66 : Superseded Superseding: First Revised Sheet No. 66

RATE SCHEDULE NNS - continued

- a. The MDIQ equals 1/90 of the Shipper's MSQ.
- b. Between April 1 to October 31, the entire MDIQ is available for injections.
- c. Between November 1 to March 31, injections are available on a reasonable efforts basis.
- d. Injections into a no-notice storage account can be made by the Shipper using its own nominated FT, by using the available transmission capacity as part of the no-notice service on a secondary basis, by Shipper previously over-delivering to Transporter under nominated FT service which is then automatically injected into storage or by purchasing gas injected by another Shipper.
- 4. REQUIREMENTS FOR VALID REQUEST FOR NO-NOTICE SERVICE
 - 4.1 NO-NOTICE REQUEST FORM

All Shippers requesting No-notice service must submit a completed No-Notice Service Request Form as set forth in Volume 1-A. No request for firm service will be entered on Transporter's log, or gas scheduled for receipt and delivery, until all such information and a completed No-Notice Service Request Form has been submitted on the electronic bulletin board or received by Transporter. All completed No-Notice Request Forms are to be submitted on the electronic bulletin board or sent to:

> K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304

Attention: Transportation Department

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 67 First Revised Sheet No. 67 : Superseded Superseding: Original Sheet No. 67

- 4.2 A request for service must include the following:
 - a. PREPAYMENT. A payment to Transporter of an amount equal to the Capacity Reservation Charge applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper if service cannot be provided.
 - b. CREDIT INFORMATION
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 SERVICE AGREEMENT. A No-Notice Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.
- 4.4 REQUEST FOR NON-SPECIFIC NO-NOTICE SERVICE. Non-specific no-notice requests and service agreements are intended to facilitate the acquisition of released capacity on Transporter's system. All shippers requesting non-specific no-notice service must provide the information required in Sections 4.1 and 4.2, except for specific receipt and delivery point information and prepayment.
- 5. RATES
 - 5.1 RATES. The applicable rates, including any surcharges, for nonotice service are set forth in the effective Sheet No. 4-C of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate. Fuel reimbursement quantity set forth on Sheet Nos. 4-E and 4-F, shall be charged prior to injection of gas into storage. The commodity rate applicable to NNS shall be charged on withdrawal of the gas from storage.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 68 First Revised Sheet No. 68 : Superseded Superseding: Original Sheet No. 68

- 5.2 MONTHLY BILL. Commencing for the month in which the NNS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. RESERVATION RATE. For each Primary Path, the Reservation Charge shall be the product of:
 - The Maximum Reservation Rate by Primary Path, unless otherwise agreed to in writing; and
 - (2) The MDDQ specified by Primary Receipt Point to Delivery Point Path in Shipper's NNS Agreement.
 - b. COMMODITY CHARGE. The commodity rate multiplied by the volume in MMBtu of gas delivered by Transporter during the month at the Point(s) of Delivery.
 - c. DAILY OVERRUN CHARGES.
 - (1) Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity total for any rate zone, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting nominations in excess of these quantities) Transporter may authorize delivery of the gas. Quantities of gas moved in excess of the MDDQ total by rate zone or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4-D of this tariff.
 - (2) Unauthorized Overrun Charge. An overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) total for any rate zone, exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the Maximum Daily Contract Quantity (MDCQ). Quantities of overrun gas in excess of seven percent (7%) or 50 MMBtu over the above quantities, following a notice period of forty-eight (48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 69 First Revised Sheet No. 69 : Superseded

FIRST REVISED SNEET NO. 09 First Revised Sheet No. 69 : Superseded Superseding: Original Sheet No. 69

RATE SCHEDULE NNS - continued

excess of the tolerance multiplied by the rate for unauthorized overruns set forth in Sheet No. 4-D of this tariff. Quantities of overrun gas less than the tolerance, or for which notice has not been given, will be subject to a charge equal to the overrun quantity multiplied by the authorized overrun rate set forth in Sheet No. 4-D of this tariff.

- (2) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or delivery in excess of the MDTQ at any time, in its reasonable discretion, as necessary to protect the integrity of its system, including maintenance of service to other customers.
- (3) During periods when operational flow orders are in effect, any overruns would be subject to the provisions of Section 29 of the General Terms and Conditions.
- d. SMALL CUSTOMER EXEMPTION.

For a five (5) year period from the date of implementation of Transporter's restructured services, an existing small customer whose current contract quantity as of date of implementation is equal to or less than 5000 MMBtu per day, will be billed at fifty percent (50%) of the maximum applicable NNS reservation rate. This exemption shall only be available to those small customers who take one hundred percent (100%) NNS, with all of their delivery points on one contract.

- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, in order to provide service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 70 First Revised Sheet No. 70 : Superseded Superseding: Original Sheet No. 70

RATE SCHEDULE NNS - continued

- (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
- b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper to Transporter. Any filing and approval fees paid by Shipper will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

- 5.4 In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due.
- 6. SCHEDULING OF RECEIPTS AND DELIVERIES
 - 6.1 NOMINATIONS. Shipper is only required to make nominations when separately using the FT or FSS service embedded in no-notice service. If Shipper desires firm transportation of gas on any day under this Rate Schedule, Shipper shall nominate using the procedures set forth in the FT rate schedule.
 - 6.2 DETERMINATION OF DELIVERIES. Refer to Section 8 of Transporter's General Terms and Conditions.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 71 First Revised Sheet No. 71 : Superseded Superseding: Original Sheet Nos. 71-73

- 6.3 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's pipeline system.
- 6.4 Upon expiration of the NNS agreement, any gas remaining in storage will be treated and billed as if it were under an ISS agreement. Any gas remaining in inventory sixty (60) days after expiration of the NNS agreement will be confiscated by Transporter.
- 7. GENERAL TERMS AND CONDITIONS
 - 7.1 Shipper shall meet all the FT tariff provisions as set forth in this Tariff, except for nomination and balancing provisions.
 - 7.2 Shipper shall meet all the Storage tariff provisions as set forth in this Tariff, except for nomination provisions.
 - 7.3 The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions or the FT and Storage tariff provisions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet Nos. 72-73 First Revised Sheet Nos. 72-73 : Superseded Superseding: Original Sheet Nos. 71-73

RESERVED SHEETS

Sheet Nos. 72 and 73 have been reserved.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 74 Substitute First Revised Sheet No. 74 : Superseded Superseding: Original Sheet No. 74

FORM OF NO-NOTICE SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE NNS)

This Agreement ("Agreement"), is made and entered into by K N Interstate Gas Transmission Co., a Colorado corporation ("Transporter") and by the Party(s) named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule NNS, Transporter agrees to receive from, or for the account of, Shipper for No-Notice Service at the Primary Receipt Point, which is storage, up to the applicable Maximum Daily Receipt Quantity. Shipper shall not take at the Primary Delivery Point(s) on any day a cumulative quantity of natural gas in excess of the Maximum Daily Contract Quantity as set forth in Article XII.

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Primary Delivery Point(s) the gas required by Shipper up to the Maximum Daily Contract Quantity. Shipper agrees to maintain storage inventory levels in accordance with Rate Schedule NNS, including that required for Fuel Reimbursement and other deductions, and accept or cause acceptance of delivery of these quantities. Transporter shall not be obligated to deliver at any Primary Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement. This Agreement may be extended for another primary term if agreed to by both parties in accordance with the provisions in the General Terms and Conditions on the right of first refusal. Effective Date: 06/01/1995 Status: Effective FERC Docket: RP95-312-000 Second Revised Sheet No. 75 Second Revised Sheet No. 75 : Superseded Superseding: First Revised Sheet No. 75

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule NNS as shown on Sheet No. 4 of Volume No. 1-A and as the same may be revised or changed. The rates to be charged Shipper for No-Notice Service shall not be more than the maximum rate under Rate Schedule NNS, nor less than the minimum rate under Rate Schedule NNS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule NNS, (b) Transporter's Rate Schedule NNS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule NNS.

ARTICLE IV PRIMARY RECEIPT POINT

Natural gas to be received by Transporter for the account of Shipper shall be received by Transporter on the outlet side of the measuring station(s) at Transporter's storage facilities in Market Area 2 with the Maximum Daily Receipt Quantity and provisions for incremental facilities as set forth in Appendix A.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 76 First Revised Sheet No. 76 : Superseded Superseding: Original Sheet No. 76

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE V PRIMARY DELIVERY POINTS

Natural gas to be delivered by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper on the outlet side of the measuring station(s) at or near the Primary Delivery Point(s) specified in Appendix B, with the Maximum Daily Delivery Quantity, the meter number, the maximum delivery pressure, the atmospheric pressure, and provisions for incremental facilities indicated for each such Delivery Point as set forth in Appendix B.

ARTICLE VI INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other no-notice service agreements between the parties for the same service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 77 First Revised Sheet No. 77 : Superseded Superseding: Original Sheet No. 77

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE VIII CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be transported by Transporter; and (2) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas, prior to the commencement of service.

ARTICLE IX ADDRESSES

Except as otherwise provided, or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter:

Mailing Address:

Street Address:

Denver, CO 80291-0316

<pre>K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304 Telephone: (303) 989-1740 Telecopy: (303) 763-3515</pre>	K N Interstate Gas Transmission Co. 370 Van Gordon Lakewood, Colorado 80228-8304
Scheduling:	Payment Address:
Transportation Administration (303) 989-1740 Telecopy: (303-986-3671	K N Interstate Gas Transmission Co. Dept. 316

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 78 First Revised Sheet No. 78 : Superseded Superseding: Original Sheet No. 78 FORM OF NO-NOTICE SERVICE AGREEMENT - continued

(b) Shipper: As shown in Article XII

or such other address as either party shall designate by formal written notice.

ARTICLE X SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XI CAPACITY RELEASE

Shipper may release its capacity under this No-Notice Service Agreement, up to Shipper's Maximum Daily Transportation Quantity or Maximum Contract Quantity, in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 79 Substitute First Revised Sheet No. 79 : Superseded Superseding: Original Sheet No. 79

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

ARTICLE XII SPECIFIC INFORMATION

No-Notice Service Agreement between K N In ("Transporter") and	terstate Gas Transmission Co. ("Shipper").
Contract Number:	
Contract Date://	
Primary Term: Renewal Term: AnnualOther Termination Notice:	
Shipper:	
Quantity: Maximum Daily Contract Quantity:	MMbtu per day
Rate: The rate charged will be the maximum no-no otherwise agreed to in writing.	otice service rate unless

Fuel Reimbursement: As stated on Tariff Sheet No. 4-E & 4-F, unless otherwise agreed to in writing.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 80 First Revised Sheet No. 80 : Superseded Superseding: Original Sheet No. 80 FORM OF NO-NOTICE SERVICE AGREEMENT - continued

IN WITNESS WHEREOF, the parties have caused this $\mbox{Agreement}$ to be signed by their duly authorized representative.

K N Interstate Gas Transmission Co.

Ву:	 	
Title:	 	

SHIPPER

By:	

Title:_____

Effective Date: 06/01/1995 Status: Effective FERC Docket: RP95-312-000 Second Revised Sheet No. 81 Second Revised Sheet No. 81 : Superseded Superseding: First Revised Sheet No. 81

FORM OF NO-NOTICE SERVICE AGREEMENT - continued

APPENDIX A RECEIPT POINT

To the No-Notice Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and ______ ("Shipper").

Market Area 2 Storage

This Appendix A supersedes and cancels any previously effective Appendix A to this No-Notice Service Agreement.

K N Interstate Gas Transmission Co.

By:_____

Shipper

By:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 82 First Revised Sheet No. 82 : Superseded Superseding: Original Sheet No. 82 FORM OF NO-NOTICE SERVICE AGREEMENT - continued

APPENDIX B DELIVERY POINTS

To the No-Notice Service Agreement between K N Interstate Gas Transmission Co. ("Transporter") and ______ ("Shipper").

Contract Number: _____

Date _____

Primary Delivery Point(s) Facility	Meter No	Maximum Delivery Pressure	Maximum Daily Delivery Quantity	Atmospheric Pressure	Provision for Incre.

This Appendix B supersedes and cancels any previously effective Appendix B to the referenced No-Notice Service Agreement.

K N Interstate Gas Transmission Co.

By:_____

Shipper

By:_____

Effective Date: 11/01/1994 Status: Effecti FERC Docket: RP94-397-000	ve	
First Revised Sheet No. 83 First N Superseding: Original Sheet No. 8		
K N INTERSTATE GAS TRANSMISSION C	20.	
SHIPPER INFORMATION		
Complete Legal Name of Shipper: _ State of Incorporation:		
Address:	For Billing:	
Phone: Fax:	Phone: Fax:	
For Notices: For Schedu (include street address for		
Contact Name:		
Phone:	Phone: Fax:	
Shipper is: Local Distribution Com Interstate Pipeline End User Other (specify)	Produc Market	cer
Name and full title of representa service agreement with Transporte please provide written authorizat	er (if signatory	person is not an officer,
Name:		

Title:

If person requesting service is an agent of Shipper, please provide proof of authority to act as agent of Shipper and complete the following:

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000
First Revised Sheet No. 84 First Revised Sheet No. 84 : Superseded Superseding: Original Sheet No. 84 FORM OF NO-NOTICE SERVICE REQUEST FORM - continued
Legal Name of Principal:, which is a(n): Local Distribution CompanyIntrastate Pipeline Interstate PipelineProducer Other (specify)Marketer
SERVICE INFORMATION
For No-Notice Service:
Maximum Daily Contract Quantity:MMbtu/d
Requested term of service:
Initial Service date:
Termination date:
Are additional or new facilities required for K N to deliver gas for the no-notice service requested herein? Yes Type No No
PRIMARY DELIVERY POINT INFORMATION:

Please list the name, precise legal location or meter number, the maximum daily delivery quantity in MMbtu being requested.

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the No-Notice Service Request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper agrees to pay Transporter's effective rate applicable for this no-notice service and to comply with all applicable terms of Transporter's FERC Gas Tariff. Shipper agrees that it will reimburse Transporter for the Commission's filing fees upon receipt of an invoice.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 85 First Revised Sheet No. 85 : Superseded Superseding: Original Sheet No. 85

NO-NOTICE SERVICE REQUEST FORM - continued

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

Very truly yours,

Signature

Typed Name and Title

Telephone Number _____

Facsimile Number

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 86 First Revised Sheet No. 86 : Superseded Superseding: Original Sheet No. 86

> RATE SCHEDULE FSS FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for firm storage service provided by K N Interstate Gas Transmission Co. ("Transporter") for any party ("Shipper"), when:

- a. Shipper has requested to have gas storage service under this Rate Schedule FSS;
- b. Shipper and Transporter have executed a Firm Storage Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule; and
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the firm storage service requested by Shipper.
- d. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 Nominated firm storage service will be available through the use of Transporter's storage facilities on an aggregated basis.
 - a. This rate schedule shall apply to the firm storage of natural gas on Transporter's system, except as provided in Section 16 of the General Terms and Conditions of the FERC Gas Tariff of which this Rate Schedule is a part. Transporter shall receive at the inlet side of Transporter's storage facilities, as specified in an executed FSS Service Agreement between Shipper and Transporter, daily quantities of gas tendered for the account of Shipper up to Shipper's Maximum Daily Injection Quantity (MDIQ), as specified in the Service Agreement. Transporter shall not be obligated to, but may at its option, on any day receive at the inlet side of Transporter's storage facilities, a quantity of gas in excess of the applicable Maximum Daily Injection Quantity (MDIQ).

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 87 First Revised Sheet No. 87 : Superseded Superseding: Original Sheet No. 87

- b. Upon receipt of natural gas for Shipper's account, Transporter shall, after a reduction for the Fuel Reimbursement Quantity, and any other deductions, store the gas for the account of Shipper up to Shipper's Maximum Storage Quantity (MSQ). Transporter shall deliver at the outlet side of Transporter's storage facilities, for the account of Shipper, a quantity of stored gas up to Shipper's Maximum Daily Withdrawal Quantity (MDWQ). Transporter shall not be obligated to, but may at its option, on any day deliver at the outlet side of Transporter's storage facilities, a quantity of gas in excess of the MDWQ.
- c. Transporter shall have the ability to waive the specific provisions of Rate Schedule FSS provided such waiver is nondiscriminatory and does not adversely affect storage service to other customers.
- 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any storage service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. However, Transporter may expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgement, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
 - b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
 - c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 88 First Revised Sheet No. 88 : Superseded Superseding: Original Sheet No. 88

- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.3 Firm storage services is only available for injection and withdrawal on a nominated basis. Use of the service requires nominated transportation service to make injections and withdrawals. The full transportation commodity charge will only be assessed on withdrawals, not on injections.
- 2.4 Storage inventories may be traded between FSS, ISS or NNS contracts. Both parties must notify Transporter in writing or via the electronic bulletin board of their desire to trade, the quantity to be traded and the effective date (prospective only).
- 3. SERVICE DEFINITIONS
 - 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for storage which shall be retained by Transporter as compensation for the gas used in rendering service to Shipper, including Companyused gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes available for withdrawal by Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas injected by Transporter at the inlet side of Transporter's storage facilities.
 - b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the inlet side of Transporter's storage facilities at no cost and free and clear of all adverse claims.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 89 First Revised Sheet No. 89 : Superseded Superseding: Original Sheet No. 89

- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to store for the account of Shipper. Such volume (MSQ) shall be specified in the executed Service Agreement.
 - A minimum inventory of ninety-five percent (95%) of the MSQ must be in place at some time between October 1 and November 15. If the minimum inventory levels are not met, the Maximum Daily Withdrawal Quantity (MDWQ) will be reduced pro rata for that heating season.
 - b. In order for Shipper's full MDWQ to be available during October, a minimum inventory of ninety-five percent (95%) of the MSQ must be in place by October 1.
 - c. A minimum inventory of forty percent (40%) of the MSQ must be in place on January 31. If inventory levels are less than forty percent (40%), the MDWQ will be reduced by fifty percent (50%).
 - d. Shipper's inventory must not exceed twenty percent (20%) of the MSQ by March 31. Inventories above twenty percent (20%) will be subject to the end of season storage inventory charge found on Sheet No. 4-D of FERC Vol. 1-A. Reservation and capacity charges will be based on the original contract quantities.
 - e. Negative storage inventories will not be allowed.
- 3.3 NOMINATIONS. Nominations under the FSS Rate Schedule will interrupt ISS if necessary in order to secure sufficient capacity to meet the firm service requirements. However, Transporter will make reasonable efforts to notify ISS customers before interruption.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003

Substitute First Revised Sheet No. 90 Substitute First Revised Sheet No. 90 : Superseded Superseding: Original Sheet No. 90

RATE SCHEDULE FSS - continued

- 3.4 MAXIMUM DAILY INJECTION QUANTITY (at the inlet of Transporter's Storage Facilities). The Maximum Daily Injection Quantity (MDIQ) means the maximum quantity of natural gas which Transporter agrees to receive from Shipper at the inlet side of Transporter's storage facilities for injection into storage as specified in the executed Service Agreement.
 - a. The MDIQ equals 1/90 of the Shipper's MSQ.
 - b. Between April 1 to October 31, the entire MDIQ is available for injections.
 - c. Between November 1 to March 31, injections are available on a reasonable efforts basis.
- 3.5 MAXIMUM DAILY WITHDRAWAL QUANTITY (at the outlet side of Transporter's Storage Facilities). The Maximum Daily Withdrawal Quantity (MDWQ) means the maximum quantity of natural gas which Transporter agrees to withdraw from its storage facilities on any day, as specified in the executed Service Agreement. Subject to the provision of section 3.2:
 - a. The MDWQ equals 1/45 of the Shipper's MSQ.
 - b. Between October 1 to February 15, the Shipper's entire MDWQ is available for withdrawals.
 - c. Between February 16 to September 30, fifty percent (50%) of the Shipper's MDWQ is available for withdrawals. Additional withdrawals may be available on a reasonable efforts basis.
- 4. REQUIREMENTS FOR VALID REQUEST FOR FIRM STORAGE SERVICE
 - 4.1 FIRM STORAGE REQUEST FORM

All Shippers requesting firm storage service must submit a completed Storage Service Request Form as set forth in Volume 1-A.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 91 First Revised Sheet No. 91 : Superseded Superseding: Original Sheet No. 91

RATE SCHEDULE FSS - continued

No request for firm storage service will be entered on Transporter's log, or gas scheduled for injection or withdrawal, until all information and a completed Storage Service Request Form has been submitted on the electronic bulletin board or received by Transporter. All completed Request Forms are to be submitted on the electronic bulletin board or sent to:

> K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304

Attention: Transportation Department

- 4.2 A request for service must include the following:
 - a. PREPAYMENT. A payment to Transporter of an amount equal to the sum of the Deliverability and Capacity Reservation Charges applicable to the proposed service for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper.
 - b. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form; the form of which is contained in this tariff.
- 4.3 A Firm Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 92 First Revised Sheet No. 92 : Superseded Superseding: Original Sheet No. 92

- 4.4 REQUEST FOR NON-SPECIFIC FSS. Non-specific FSS requests and service agreements are intended to facilitate the acquisition of released storage capacity on Transporter's system. All Shippers requesting non-specific FSS must provide the information required in Sections 4.1 and 4.2, except prepayment.
- 5. RATES
 - 5.1 RATES. The applicable rates for firm storage service are set forth in effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.
 - 5.2 MONTHLY BILL. Commencing for the month in which the FSS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:
 - a. DELIVERABILITY RESERVATION CHARGE. The Deliverability Reservation Charge shall be the product of:
 - The Maximum Deliverability Reservation rate, unless otherwise agreed to in writing; and
 - (2) The Maximum Daily Withdrawal Quantity (MDWQ) specified in Shipper's FSS Agreement.
 - b. CAPACITY RESERVATION CHARGE. The Capacity Reservation Charge shall be the product of:
 - The Maximum Capacity Reservation Rate, unless otherwise agreed to in writing; and
 - (2) The Maximum Storage Quantity (MSQ) specified in Shipper's FSS Agreement.
 - c. COMMODITY INJECTION CHARGE. The applicable volume commodity injection charge multiplied by the volume in MMBtu of gas injection by Transporter during the month.
 - d. COMMODITY WITHDRAWAL CHARGE. The applicable volume commodity withdrawal charge multiplied by the volume in MMBtu of gas withdrawn by Transporter during the month.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 93 First Revised Sheet No. 93 : Superseded Superseding: Original Sheet No. 93

RATE SCHEDULE FSS - continued

- e. AUTHORIZED OVERRUN CHARGE. Preauthorized withdrawals in excess of contract quantities will be charged the maximum ISS rate.
- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide storage service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.
 - b. FILING FEES. Any and all filing and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 94 First Revised Sheet No. 94 : Superseded Superseding: Original Sheet No. 94 RATE SCHEDULE FSS - continued

- 6. SCHEDULING OF INJECTIONS AND WITHDRAWALS.
 - 6.1 NOMINATIONS. If Shipper desires injection or withdrawal of stored gas on any day under this Rate Schedule, Shipper shall:
 - a. Submit a nomination through the electronic bulletin board by 10:00 a.m. CT the day before Shipper desires injection into or withdrawal from storage. Transporter shall have no obligation to inject or withdraw gas for Shipper under this Rate Schedule, if Shipper's notice (nomination) is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 10:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.
 - b. Nominate storage injections or withdrawals by indicating the storage agreement number as the "delivered to" or "received from" party in the corresponding transportation nomination.
 - c. Receive a response from Transporter by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.
 - d. A Shipper may nominate under terms of paragraph a. above, to transfer volumes from that Shipper's inventory balance into another Shipper's inventory balance. Such a transfer must be verified by both Shippers.
 - 6.2 DETERMINATION OF WITHDRAWALS. Refer to Section 8 of Transporter's General Terms and Conditions.
 - 6.3 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's storage system.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 95 First Revised Sheet No. 95 : Superseded Superseding: Original Sheet Nos. 95-98 RATE SCHEDULE FSS - continued

- 6.4 Upon expiration of the FSS agreement, any gas remaining in storage will be treated and billed as if it were an ISS agreement. Any gas remaining in inventory sixty (60) days after expiration of the FSS agreement will be confiscated by Transporter.
- 7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet Nos. 96-98 First Revised Sheet Nos. 96-98 : Superseded Superseding: Original Sheet Nos. 95-98

RESERVED SHEETS

Sheet Nos. 96 through 98 have been reserved.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 99 Substitute First Revised Sheet No. 99 : Superseded Superseding: Original Sheet No. 99

FORM OF FIRM STORAGE SERVICE AGREEMENT (APPLICABLE TO RATE SCHEDULE FSS)

This Agreement ("Agreement"), is made and entered into by K N Interstate Gas Transmission Co., a Colorado corporation ("Transporter") and by the Party(s) named in Article XIII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule FSS, Transporter agrees to inject for the account of Shipper for storage on a firm basis, quantities of natural gas tendered, less the Fuel Reimbursement Quantity and other deductions, by Shipper on any day at the inlet side of Transporter's storage facilities up to the applicable Maximum Daily Injection Quantity. Shipper's storage inventory shall not exceed on any day, without the prior consent of Transporter, the Maximum Storage Quantity set forth in Article XIII.

Transporter agrees to withdraw from storage for the account of Shipper at the outlet side of Transporter's storage facilities;provided, however, that Transporter shall not be obligated to withdraw on any day a quantity of natural gas in excess of the applicable Maximum Daily Withdrawal Quantity.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall continue in effect in accordance with the terms of this Service Agreement. This Agreement may be extended for another primary term if agreed to by both parties in accordance with the provisions in the General Terms and Conditions on the right of first refusal. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 100 First Revised Sheet No. 100 : Superseded Superseding: Original Sheet No. 100

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's Rate Schedule FSS and as shown on Sheet No. 4 of Volume No. 1-A and as the same may be revised or changed. The rates to be charged Shipper for storage shall not be more than the maximum rate under Rate Schedule FSS, nor less than the minimum rate under Rate Schedule FSS.

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedules FSS, and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule FSS, (b) Transporter's Rate Schedule FSS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FSS.

> ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facilities. The Maximum Daily Injection Quantity shall be determined using the Maximum Storage Quantity, the Fuel Reimbursement Quantity and other deductions. Any provisions for incremental facilities are set forth in Appendix A.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 101 First Revised Sheet No. 101 : Superseded Superseding: Original Sheet No. 101 FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE V WITHDRAWAL

Natural gas to be withdrawn by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper at the outlet side of Transporter's storage facilities. The Maximum Daily Withdrawal Quantity and provisions for incremental facilities are set forth in Appendix A.

> ARTICLE VI QUALITY

All natural gas tendered to Transporter for storage for the account of Shipper shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to store any gas which does not meet such quality provisions.

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other firm agreements between the parties for the service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 102 First Revised Sheet No. 102 : Superseded Superseding: Original Sheet No. 102 FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be stored by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter for storage; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas from storage, prior to the commencement of service.

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter:

Mailing Address:

Street Address:

80228-8304

K N Interstate Gas Transmission Co. 370 Van Gordon Lakewood, Colorado

K N Intersta	te Gas	
Transmissi	on Co.	
P.O. Box 281	304	
Lakewood, Co	lorado	1
80228-8304		
Telephone: (303) 9	89-1740
Telecopy: (303) 7	63-3515

Scheduling:

Payment Address:

Transportation Administration (303) 989-1740 Telecopy: (303) 986-3671 K N Interstate Gas Transmission Co. Dept. 316 Denver, CO 80291-0316

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 103 First Revised Sheet No. 103 : Superseded Superseding: Original Sheet No. 103

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

(b) Shipper: As shown in Article XIII

or such other address as either party shall designate by formal written notice.

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII CAPACITY RELEASE

Shipper may release its capacity under this Firm Storage Service Agreement, up to Shipper's Maximum Daily Storage Quantity or Maximum Contract Quantity, in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 104 Substitute First Revised Sheet No. 104 : Superseded Superseding: Original Sheet No. 104

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

ARTICLE XIII SPECIFIC INFORMATION

Co.	Firm Storage Service . ("Transporter") and	2					
Conti	ract Number:						
Conti	ract Date://	_					
Term	:	_					
Term	ination Notice:						
	Shipper:						
	_						
Ouant							
Quain	Maximum Storage Quant	ity:	N	Mbtu	1		
Rate	: The rate charged will otherwise agreed to i			irm s	torage :	service	rate unless

Fuel Reimbursement: As stated on Tariff Sheet No. 4-F, unless otherwise agreed to in writing.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 105 First Revised Sheet No. 105 : Superseded Superseding: Original Sheet No. 105

FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative.

K N Interstate Gas Transmission Co.

By:______ Title:_____

SHIPPER

By:	
Title:	

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 106 First Revised Sheet No. 106 : Superseded Superseding: Original Sheet No. 106 FORM OF FIRM STORAGE SERVICE AGREEMENT - continued

APPENDIX A STORAGE QUANTITIES

To the Firm Storage Service Agree Transmission Co. ("Transporter") and	eement between K N Interstate Gas
("Shipper");	
Contract Number	Date
Maximum Storage Quantity:	
Maximum Daily Injection Quantity:	
Maximum Daily Withdrawal Quantity:	
Provisions for Incremental Facility:	

This Appendix A supersedes and cancels any previously effective Appendix A to this Storage Service Agreement.

K N Interstate Gas Transmission Co.

By:

Shipper

Ву:_____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000				
First Revised Sheet No. 107 First Revised Sheet No. 107 : Superseded Superseding: Original Sheet No. 107 STORAGE SERVICES REQUEST FORM				
K N INTERSTATE GAS TRANSMISSION CO.				
SHIPPER INFORMATION				
Complete Legal Name of Shipper: State of Incorporation:				
Address:	For Billing:			
Phone:	Phone:Fax:			
For Notices: For So (include street address for express	cheduling and Volume Information: ss service)			
Contact Name:				
Phone: Fax:	Phone: Fax:			
Shipper is: Local Distribution Company Interstate Pipeline End User Other (specify)	Intrastate Pipeline Producer Marketer			
Name and full title of representative r interruptible storage service agreement is not an officer, please provide write	t with Transporter (if signatory person			
Name:				
Title:				
If person requesting service is an age	nt of Shipper please provide proof of			

If person requesting service is an agent of Shipper, please provide proof of authority to act as agent of Shipper and complete the following:

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 108 First Revised Sheet No. 108 : Superseded Superseding: Original Sheet No. 108

STORAGE SERVICES REQUEST FORM - continued

Legal Name of Principal:, a(n):	which is
Local Distribution Company Intrastate Pip Interstate Pipeline Producer End User Marketer Other (specify)	eline
SERVICE REQUESTED	
Type of Service requested: Firm Interruptible	
SERVICE INFORMATION	
Maximum Storage Quantity:MMbtu	
Maximum Daily Injection Quantity (FSS only):	_MMBtu/d
Maximum Daily Withdrawal Quantity (FSS only):	_MMBtu/d
Requested term of service:	
Initial Service date:	
Termination date:	
Are additional or new facilities required for K N to recei gas for the storage service requested herein? Yes Type	ve or deliver
No	

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 109 First Revised Sheet No. 109 : Superseded Superseding: Original Sheet No. 109

STORAGE SERVICES REQUEST FORM - continued

Shipper understands that this request form, complete and unrevised as to format, and a credit application must be received by Transporter before the Service Request will be accepted and processed. Shipper further understands that Transporter is an interstate pipeline subject to the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), and that Shipper's request will become part of a log available for public inspection. Shipper agrees to pay Transporter's effective rate applicable for this storage service and to comply with all applicable terms of Transporter's Tariff. Shipper agrees that it will reimburse Transporter for filing fees upon receipt of an invoice.

Shipper, by its signature, represents to Transporter that the information above is correct and accurate.

Very truly yours,

Signature

Typed Name and Title

Telephone Number _____

Facsimile Number _____

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 110 First Revised Sheet No. 110 : Superseded Superseding: Original Sheet No. 110 RATE SCHEDULE ISS INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available for interruptible storage service provided by K N Interstate Gas Transmission Co. ("Transporter") for any party ("Shipper"), when:

- Shipper has elected to have gas stored under this Rate Schedule ISS; and
- b. Shipper and Transporter have executed an Interruptible Storage Service Agreement in the form contained in the FERC Gas Tariff under this Rate Schedule.
- c. Service will be contracted for on a first-come, first-served basis.
- 2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This rate schedule shall apply to interruptible storage service on Transporter's system, subject to Section 16 of the General Terms and Conditions of the FERC Gas Tariff, of which this Rate Schedule is a part. Such interruptible service shall be provided to Shipper only to the extent capacity is available after operational needs and after Transporter has provided service to customers with a higher priority.
 - 2.2 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any storage service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities. However, Transporter may add facilities and/or expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible, subject to the following conditions:
 - Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities;

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Superseding: Original Sheet No. 111

RATE SCHEDULE ISS - continued

- Transporter does not have physical facilities to accommodate requests for service of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.
- 2.3 Interruptible Storage Service (ISS) is only available for injection and withdrawal on a nominated basis. Use of the service requires nominated transportation service to make injections and withdrawals. Injections and withdrawals for ISS will be made to the extent capacity is available.
- 2.4 Storage inventories may be traded between FSS, ISS or NNS contracts. Both parties must notify Transporter in writing or via the electronic bulletin board of their desire to trade, the quantity to be traded, and the effective date (prospective only).

3. SERVICE DEFINITIONS

- 3.1 FUEL REIMBURSEMENT QUANTITY.
 - a. The Fuel Reimbursement Quantity shall be that portion of Shipper's natural gas received by Transporter for storage which shall be retained by Transporter as compensation for the gas used in rendering service to Shipper, including Companyused gas, and lost and unaccounted for gas. This gas shall be retained by Transporter reducing the thermally equivalent volumes

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RATE SCHEDULE ISS - continued

available for withdrawal by Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas injected by Transporter at the inlet side of Transporter's storage facilities.

- b. Title to Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the inlet side of Transporter's storage facilities at no cost and free and clear of all adverse claims.
- c. The Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.
- 3.2 MAXIMUM STORAGE QUANTITY. The Maximum Storage Quantity (MSQ) shall be the maximum quantity of natural gas in MMBtu which Transporter agrees to store on any day for the account of Shipper should capacity be available. Such volumes shall be specified in the executed Service Agreement.
 - a. Shipper's inventory must not exceed twenty percent (20%) of the MSQ by March 31. Inventories above twenty percent (20%) will be subject to the end of season storage inventory charge found on Sheet No. 4-D of FERC Volume 1-A.
 - b. Negative storage inventories will not be allowed.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 113 First Revised Sheet No. 113 : Superseded Superseding: Original Sheet No. 113

RATE SCHEDULE ISS - continued

- 4. REQUIREMENTS FOR VALID REQUEST FOR INTERRUPTIBLE STORAGE SERVICE
 - 4.1 All Shippers requesting interruptible storage service must submit a completed Storage Service Request Form as set forth in Volume 1-A. No request for interruptible service will be entered on Transporter's log, or gas scheduled for injection or withdrawal, until all such information and a completed Storage Service Request Form has been received by Transporter. All completed Request Forms are to be submitted on the electronic bulletin board or sent to:

K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, Colorado 80228-8304

Attention: Transportation Department

- 4.2 A request for service must include the following:
 - a. CREDIT INFORMATION.
 - A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
 - (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
 - (3) A completed Credit Application Form, the form of which is contained in this tariff.
- 4.3 An Interruptible Storage Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003

Substitute First Revised Sheet No. 114 Substitute First Revised Sheet No. 114 : Superseded Superseding: Original Sheet No. 114

RATE SCHEDULE ISS - continued

5. RATES.

- 5.1 RATES. The applicable maximum and minimum unit rates for interruptible storage service are set forth in the effective Sheet No. 4 of Volume 1-A of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum unit rate nor less than the minimum rate.
- 5.2 MONTHLY BILL. Commencing for the month in which the ISS Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amount:
 - a. COMMODITY CHARGE. The applicable unit commodity rate multiplied by Shipper's average daily storage inventory in MMBtu during the month.
- 5.3 Shipper shall reimburse Transporter for:
 - a. ADDITIONAL FACILITY CHARGE. When Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression, in order to provide interruptible storage service, Transporter will require:
 - A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or
 - (2) A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the additional facility charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed upon amortization schedule, which may remain if service by Transporter to Shipper under this rate schedule is terminated prior to the end of said amortization period.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 115 First Revised Sheet No. 115 : Superseded

Superseding: Original Sheet No. 115

RATE SCHEDULE ISS - continued

b. FILING FEES. Any and all filings and approval fees required in connection with Shipper's Service Agreement that Transporter is obligated to pay to the FERC or any other governmental authority having jurisdiction shall be reimbursed by Shipper. Any filing and approval fees paid by Shippers will not be included in Transporter's cost of service.

Any reimbursement due Transporter by Shipper pursuant to this Section 5.3 shall be due and payable to Transporter within ten (10) days of the date of Transporter's invoice(s) for same.

6. SCHEDULING OF INJECTIONS AND WITHDRAWALS

- 6.1 NOMINATIONS. If Shipper desires injection or withdrawal of stored gas on any day under this Rate Schedule, Shipper shall:
 - a. Submit a nomination through the electronic bulletin board by 10:00 a.m. CT the day before Shipper desires injection into or withdrawal from storage. Transporter shall have no obligation to inject or withdraw gas for Shipper under this Rate Schedule, if Shipper's notice (nomination) is not timely. Nominations from storage to on-system delivery points may be made at any time on a prospective basis. All other nominations received after 10:00 a.m. CT will be accepted on a reasonable efforts basis, subject to confirmation by upstream and downstream operators.
 - b. Nominate storage injections or withdrawals by indicating the storage agreement number as the "delivered to" or "received from" party in the corresponding transportation nomination.
 - c. Receive a response from Transporter by 5:00 p.m. (CT) if Transporter does not have the capacity to accept and/or deliver the requested quantities for the following day.
- 6.2 DETERMINATION OF WITHDRAWALS. Refer to Section 8 of Transporter's General Terms and Conditions.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 116 First Revised Sheet No. 116 : Superseded Superseding: Original Sheet No. 116

RATE SCHEDULE ISS - continued

- 6.3 COMMINGLING OF GAS. Transporter shall have the unqualified right to commingle Shipper's natural gas with other gas in Transporter's storage system.
- 6.4 Upon expiration of the ISS agreement, any gas remaining in storage will continue under the ISS agreement for sixty (60) days. Any gas remaining in inventory sixty (60) days after expiration of the ISS agreement will be confiscated by Transporter.
- 7. GENERAL TERMS AND CONDITIONS

The applicable General Terms and Conditions of this Tariff are hereby made a part of this Rate Schedule. To the extent that the General Terms and Conditions are inconsistent with the provisions of this Rate Schedule, the provisions of this Rate Schedule shall govern. Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet Nos. 117-120 First Revised Sheet Nos. 117-120 : Superseded Superseding: Original Sheet Nos. 117-120

RESERVED SHEETS

Sheet Nos. 117 through 120 have been reserved.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 121 Substitute First Revised Sheet No. 121 : Superseded Superseding: Original Sheet No. 121

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT

(APPLICABLE TO RATE SCHEDULE ISS)

This Agreement ("Agreement"), is made and entered into by K N Interstate Gas Transmission Co., a Colorado corporation ("Transporter") and by Shipper named in Article XII ("Shipper").

In consideration of the premises and of the mutual covenants, the parties do agree as follows:

ARTICLE I SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule ISS, Transporter agrees to inject for the account of Shipper for storage on an interruptible basis, quantities of natural gas tendered by Shipper on any day at the inlet side of Transporter's storage facilities. Shipper's storage inventory shall not exceed the Maximum Storage Quantity on any day, without the prior consent of Transporter, as set forth in Article XII. Subject to available withdrawal capacity, Transporter agrees to withdraw from storage for the account of Shipper at the outlet side of Transporter's storage facilities.

ARTICLE II TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth below and shall remain in full force and effect in accordance with the terms of this Service Agreement.

ARTICLE III RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's ISS Rate Schedule ISS and as shown on Sheet No. 4 of Volume 1-A and as the same may be hereafter revised or changed. The rate to be charged Shipper for storage shall not be more than the maximum rate under Rate Schedule ISS, nor less than the minimum rate under Rate Schedule ISS.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 122 First Revised Sheet No. 122 : Superseded Superseding: Original Sheet No. 122

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of Transporter's applicable Rate Schedule ISS and of Transporter's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (a) the rates and charges applicable to service pursuant to Transporter's Rate Schedule ISS, (b) Transporter's Rate Schedule ISS, pursuant to which service is rendered, or (c) any provision of the General Terms and Conditions applicable to Rate Schedule ISS.

ARTICLE IV INJECTION

Natural gas to be injected by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the inlet side of Transporter's storage facilities.

ARTICLE V WITHDRAWAL

Natural gas to be withdrawn by Transporter for the account of Shipper shall be delivered by Transporter and received by Shipper at the outlet side of Transporter's storage facilities.

ARTICLE VI QUALITY

All natural gas tendered to Transporter for storage for the account of Shipper shall conform to the quality specifications set forth in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff, as revised from time to time unless otherwise agreed to. Transporter may refuse to store any gas which does not meet such quality provisions.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 123 First Revised Sheet No. 123 : Superseded Superseding: Original Sheet No. 123

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE VII INTERPRETATION

The interpretation and performance of the Agreement shall be in accordance with the laws of the State of Colorado.

This Agreement, and all its rates, terms and conditions, shall at all times be subject to modification by order of the FERC upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the FERC to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the FERC.

ARTICLE VIII AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede and cancel any other interruptible agreements between the parties for the same service.

ARTICLE IX CERTIFICATIONS

By executing this Agreement, Shipper certifies that: (1) Shipper has a valid right to deliver the gas to be stored by Transporter; (2) Shipper has, or will have, entered into all arrangements necessary for the commencement of deliveries to Transporter for storage; and (3) Shipper has a sales and, as applicable, a transportation contract(s) or will enter into such sales and, as applicable, a transportation contract(s) with the party ultimately receiving the gas from storage, prior to the commencement of service.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 124 First Revised Sheet No. 124 : Superseded Superseding: Original Sheet No. 124

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE X ADDRESSES

Except as otherwise provided or as provided in the General Terms and Conditions of Transporter's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties as follows:

(a) Transporter:

Mailing Address: Street Address:

K N Interstate Gas Transmission Co. P.O. Box 281304 Lakewood, CO 80228-8304 Telephone: (303) 989-1740 Telecopy: (303) 763-3515	K N Interstate Gas Transmission Co. 370 Van Gordon Lakewood, CO 80228-8304
Scheduling:	Payment Address:
Transportation Administration (303) 989-1740 Telecopy: (303) 986-3671	K N Interstate Gas Transmission Co. Dept. 316 Denver, CO 80291-0316

(b) Shipper: As shown in Article XI

or such other address as either party shall designate by formal written notice.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 125 First Revised Sheet No. 125 : Superseded Superseding: Original Sheet No. 125

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

ARTICLE XI SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 23 of the General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII SPECIFIC INFORMATION

Interruptible Trans Gas Transmission Co. ("Tr ("Shipper").	-	2	between	
Contract Number:				
Contract Date://				
Primary Term:				
Renewal Term: Annual	0	ther		
Termination Notice:				
Shipper:				

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-003 Substitute First Revised Sheet No. 126 Substitute First Revised Sheet No. 126 : Superseded Superseding: Original Sheet No. 126

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT - continued

Quantity: Maximum Storage Quantity: Provisions for Incremental Facility: _____

Rate:

The rate charged will be the maximum interruptible storage rate unless otherwise agreed to in writing.

Fuel Reimbursement: As stated in Tariff Sheet No. 4-F, unless otherwise agreed to in writing.

IN WITNESS WHEREOF, the parties have caused this $\mbox{Agreement}$ to be signed by their duly authorized representative.

K N Interstate Gas Transmission Co.

Ву:	 	
Title:		
SHIPPER		

Ву:	_
Fitle:	_

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 127 First Revised Sheet No. 127 : Superseded Superseding: Original Sheet No. 127

Reserved Sheet for Future Use

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 128 First Revised Sheet No. 128 : Superseded Superseding: Original Sheet No. 128

RATE SCHEDULE MSS

Merchant Sales Service

1. APPLICABILITY

This Rate Schedule MSS shall apply to all firm and interruptible sales services rendered by Seller under the blanket certificate of public convenience and necessity granted to Seller pursuant to 18 C.F.R. Section 284.284(a) and the order of the Commission issued

in Docket No. RS92-19- . Service under this Rate Schedule MSS shall be available to any pre-Order No. 636 bundled sales customer ("Buyer") pursuant to such blanket certificate with which Seller has entered into a sales service agreement pursuant to this Rate Schedule MSS.

2. UNBUNDLED SALES SERVICE

The sales service rendered pursuant to this Rate Schedule MSS shall be sold separately from Seller's transportation service. Except for sales made by Seller to readjust the level of its storage gas inventory as a result of the purchase of transportation imbalances pursuant to Section 22.9 of the General Terms and Conditions, all sales of gas by Seller under this Rate Schedule MSS shall be made at a receipt point into Seller's transmission system or at points upstream of Seller's transmission system.

3. STANDARDS OF CONDUCT

Service under this Rate Schedule MSS shall be provided pursuant to the "Standards of conduct for unbundled sales service" in 18 C.F.R. Section 284.286.

4. SALES SERVICE AGREEMENT

Sales service under this Rate Schedule MSS shall be available only on the condition and to the extent that Seller and Buyer have agreed, each acting in its sole discretion, to such service and have executed a written sales service agreement that contains the terms, conditions, rates and fees applicable to such service. Seller shall have no obligation to provide sales service for any quantity of gas or period of time beyond the term of the pre-Order No. 636 bundled gas service contract term, except to the extent it Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 129 First Revised Sheet No. 129 : Superseded Superseding: Original Sheet No. 129

RATE SCHEDULE MSS - continued

has specifically agreed to do so in a sales service agreement made in accordance with this Section 4. When a sales service agreement between Seller and Buyer expires, Seller is authorized to abandon the sale service to which such sales service agreement relates without the requirements of any approval by the Commission for such abandonment except for that contained in the blanket certificate referred to in Section 1 of this Rate Schedule MSS.

5. TERMS, CONDITIONS, RATES AND FEES APPLICABLE

The terms, conditions, rates and fees applicable to service provided under this Rate Schedule MSS shall be those terms, conditions, rates and fees to which Seller and Buyer have agreed in the sales service agreement between them relating to such service as described in Section 4 of this Rate Schedule MSS.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000
First Revised Sheet No. 130 First Revised Sheet No. 130 : Superseded Superseding: Original Sheet No. 130
TRANSPORTATION, NO-NOTICE AND STORAGE SERVICES CREDIT APPLICATION
K N INTERSTATE GAS TRANSMISSION CO.
P.O. Box 281304 Lakewood, Colorado 80228-8034
Customer Name and Address
Type of business:b Corporation b Partnership b Individual b Other b Specify
State incorporated in Tax ID Number
Number of years in business under current name
Has the customer changed its name in the last 5 years? by Yes by No
If yes, furnish prior name & address:
List the three principal owners, stockholders, partners, or officers of the customer
NameNameNameTitleTitleTitleAddressAddressAddress
Phone Phone Phone
If a wholly owned subsidiary, name and address of parent
Is Parent company responsible for subs debts? þ Yes þ No If yes, please furnish documentation. Billing Address
Billing Address Contact Person Phone
Amount of Credit Requested \$ Net Worth \$

FERC Do	Date: 11/01/1994 Status: Effective cket: RP94-397-000
	evised Sheet No. 131 First Revised Sheet No. 131 : Superseded ding: Original Sheet No. 131 CREDIT APPLICATION - continued Please Furnish One Bank Reference
Name Address	
Contact	
Name Address	Please Furnish Two Business Credit References Name Address
Contact Phone	Contact Phone
	r's estimate of activity under all transportation agreements and agreements with K N Interstate Gas Transmission Company: Estimated Monthly Transportation Charges \$
Is Custo	omer:
þ	Operating under federal bankruptcy laws? Yes No
þ	Subject to liquidation or debt reduction procedures Yes No under state laws?
þ	Subject to pending liquidation or regulatory Yes No proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition?
þ	Subject to any collection lawsuits or outstanding YesNo judgements which would affect Shipper's ability to remain solvent?
þ	Attach copies of your financial statements (to include, at least, two most recent years on an annual basis and 3 most recent monthly or quarterly statements).

b Attach a copy of your most recent Annual Report and SEC Form 10-K, if applicable.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 First Revised Sheet No. 132 First Revised Sheet No. 132 : Superseded Superseding: Original Sheet No. 132

CREDIT APPLICATION - continued

If credit is approved, payment terms will be indicated in the contract. Invoices not paid within these terms may result in customer being placed on a cash in advance basis and/or having transactions suspended until entire balance due is paid. We reserve the right to limit or revoke the amount of credit extended to a customer. We reserve the right to require an irrevocable letter of credit or deposit before extending credit to a customer; you will be notified if such an instrument is required. To avoid delays, be sure your credit is approved before any sales or transports are scheduled. Information provided on this application will be held in strictest confidence and used only by the Company, in making a credit evaluation.

NOTICE

ALL INVOICES PAID AFTER DUE DATE WILL BE ASSESSED A LATE PAYMENT SERVICE CHARGE OF THE MAXIMUM ALLOWED BY TARIFF OR APPLICABLE LAW. IN THE EVENT THE APPLICANT BECOMES DELINQUENT IN THE PAYMENT OF INVOICES, THE APPLICANT AGREES TO REIMBURSE THE COMPANY FOR ALL COLLECTION COSTS, LEGAL FEES AND COURT COSTS, IF NOT PROHIBITED BY LAW, THAT ARE INCURRED IN THE COLLECTION PROCESS. STATE LAW MAY FORBID THE DISCLOSURE OF FINANCIAL INFORMATION BY A FIRM WITHOUT THE WRITTEN CONSENT OF ITS CUSTOMER. THEREFORE, THE FOLLOWING CONSENT IS PROVIDED: I HEREBY AUTHORIZE DISCLOSURE OF FINANCIAL INFORMATION BY ALL REFERENCES LISTED ON CREDIT APPLICATION TO K N INTERSTATE GAS TRANSMISSION COMPANY, THE APPLICANT HAS READ AND AGREES TO ALL TERMS AND CONDITIONS APPEARING ON THIS FORM.

COMPANY NAME

SIGNATURE

DATE

TITLE

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 Original Sheet No. 133 original Sheet No. 133 : Superseded

FORM OF OPERATIONAL BALANCING AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of ______, 19__, by and between K N Interstate Gas Transmission Co., hereinafter called "Transporter," and ______, hereinafter called "OBA Party," both generically referred to as Party(ies).

WHEREAS, Transporter owns and operates a natural gas transmission system under the authority of certificates of public convenience and necessity of the Federal Energy Regulatory Commission; and

WHEREAS, Transporter receives and/or delivers natural gas at one or more points of interconnection between Transporter's system and the OBA Party's transmission system; and

WHEREAS, operating conditions from time to time may result in actual receipts and/or deliveries at the interconnection points being more or less than receipts and/or deliveries scheduled under confirmed nominations; and

WHEREAS, the Parties hereto desire to agree upon procedures to bring into balance any such differences in actual receipts and/or deliveries and scheduled quantities as between the Parties;

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter contained, Transporter and the OBA Party agree as follows:

ARTICLE I. POINTS OF INTERCONNECTION

The point(s) of interconnection which are included under this Agreement are identified in Exhibit "A" attached hereto and made a part hereof.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 Original Sheet No. 134 original Sheet No. 134 : Superseded

Form of Operational Balancing Agreement - cont.

ARTICLE II. NOMINATIONS AND CONFIRMATIONS

Not later than one business day prior to the first day of each calendar month in which service is to be provided, Transporter and the OBA Party shall confirm the quantities nominated to be delivered and received each day at the point(s) of interconnection on the first day of the month following the confirmation. Any modification or adjustment to such confirmed quantities must be confirmed by Transporter and the OBA Party prior to the commencement of the revised service. Neither party shall be obligated to revise the confirmed quantities in effect unless the other Party notifies it by 4:00p.m. CT, on the day prior to the day the change is to be made, unless the Parties mutually agree otherwise. Transporter shall provide evidence of such confirmations (in writing or by electronic means) within two business days after such confirmation, unless the Parties mutually agree otherwise. If at any time during a month the OBA Party fails to respond to Transporter's request to confirm the quantities to be transported at the point(s) of interconnection, then Transporter may, at its option, terminate this Agreement at the end of the current calendar month upon prior written notice to the OBA Party. If at any time during a month Transporter fails to respond to the OBA Party's request to confirm the quantities to be transported at the point(s) of interconnection, then Transporter may, at its option, terminate this Agreement at the end of the current calendar month upon prior written notice to Transporter.

The Parties intend that the quantity of gas actually delivered and received each day at the point(s) of interconnection will equal the confirmed, scheduled nominations of the Parties. Each Party will allocate the quantity that is to be delivered and received at the point(s) of interconnection among its Shippers pursuant to the confirmed, scheduled nominations. Any difference between the actual physical flow of gas at the point(s) of interconnection each day and the confirmed, scheduled, nominations of receipts and deliveries for such day is the "Daily Operational Imbalance," which is the responsibility of the Parties to eliminate pursuant to this Agreement.

Effective Date: 11/01/1994 Status: Effective FERC Docket: RP94-397-000 Original Sheet No. 135 original Sheet No. 135 : Superseded

Form of Operational Balancing Agreement - cont.

Unless the Parties otherwise mutually agree in writing:

Each Party shall adjust the operations of its natural gas facilities as necessary in order to keep the measured flow of gas at the point(s) of interconnection as nearly as possible equal to the confirmed, scheduled nominations, but in any event to within a 7% tolerance. The measuring facilities owned and operated by a Party which measures receipts and deliveries at the points of interconnection shall be a part of that Party's natural gas facilities for purposes of this Agreement.

Neither Party shall be expected to adjust the operation of its natural gas facilities below a minimum delivery pressure of ______, or above the maximum allowable operating pressures of its natural gas facilities at the point(s) of interconnection.

The Parties agree to cooperate with each other in the making of the adjustments required under subparagraph 2.3(a).

If it becomes apparent to either Party that the Daily Operational Imbalance, if any, exceeds, or is projected to exceed, the 7% tolerance, such Party shall immediately orally notify the other Party thereof and the Parties shall immediately adjust the operations of their natural gas facilities pursuant to paragraph 2 in order to keep the confirmed, scheduled nominations and the Daily Operational Imbalances within the applicable tolerance set forth above. In the event the Parties cannot, for any reason, adjust operations of their natural gas facilities as provided in this paragraph 3, the Parties shall adjust the allocation of gas to Shippers at the points of interconnection in order to keep the confirmed nominations and the Daily Operational Imbalances within the applicable 7% tolerance. The Parties will orally notify each other of such adjustment prior to making the adjustment, with written notice given as soon as reasonably possible. The OBA Party shall also provide notice to shippers when Daily Operational Imbalances exceed the 7% tolerance. The sum of Daily Operational Imbalances for each day in a given month shall constitute the Monthly Operational Imbalance for such month.

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Form of Operational Balancing Agreement - cont.

The actual measured quantity at the point(s) of interconnection each month shall be determined and the actual Monthly Operational Imbalance, if any, communicated by the measuring Party in writing to the other Party as soon as reasonably possibly after the end of the month, but in no case later than the 20th day of the month following the last day of the month in which the Monthly Operational Imbalance arises. The actual measured quantity shall be determined pursuant to the applicable provisions of the measuring Party's then-effective FERC Gas Tariff. The Parties shall correct any actual Monthly Operational Imbalance is determined or within such longer period of time as may be agreed to by the Parties. Deliveries of gas to correct Monthly Operational Imbalances may be made between the Parties at the point(s) of interconnection set forth on Exhibit "A," or at any other point of interconnection between the respective facilities of the Parties as may be mutually agreed to by the Parties.

In the event that a capacity constraint occurs on either Party's system which results in curtailment of deliveries through the point(s) of interconnection, the Party on whose system the constraint has occurred shall determine the appropriate reallocation of quantities due to curtailment pursuant to the provisions of Section 2.1 herein. If the constraint occurs at the point(s) of interconnection, the Party which owns the meter at the point(s) of interconnection shall be deemed to have the constraint on its system.

ARTICLE III. TERM

This agreement shall be effective and the procedures set forth in this Agreement shall be implemented as of ______ and shall continue Month to Month thereafter until cancelled by either party upon not less than 30 days prior written notice. Termination of this Agreement shall not relieve the Parties of the obligation to eliminate any Daily or Monthly Operational Imbalance quantity existing on the date of termination. Any such quantity shall be corrected as soon as possible but no later than 60 days after termination.

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Form of Operational Balancing Agreement - cont.

ARTICLE IV. OTHER OPERATING PROVISIONS

Unless otherwise agreed, the party owing gas under this Agreement shall make daily nominations by telephone or facsimile to the other Party to verify deliveries of the Monthly Operational Imbalance makeup gas to be tendered by the next day. Such nominations shall be confirmed in writing.

ARTICLE V. OTHER AGREEMENTS

In the event that any provision of this Agreement conflicts with any provision of the Parties' respective FERC Gas Tariffs or transportation agreements, the applicable provision of the Parties' FERC Gas Tariffs or transportation agreements shall take precedence over the conflicting provisions of this Agreement; provided, however, that no Party or Daily or Monthly Operational Imbalance shall be subject to any imbalance charges or penalties set forth therein.

ARTICLE VI. NO THIRD PARTY BENEFICIARIES

This Agreement shall not create any rights in third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the Parties.

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Form of Operational Balancing Agreement - cont.

ARTICLE VII. GOVERNING LAW

The construction and interpretation of this Agreement shall be governed by the laws of the State of _____, excluding any conflict of law rule which would refer any matter to the laws of a jurisdiction other than the State of _____.

This Agreement is subject to present and future valid orders of duly constituted authorities having jurisdiction over the subject matter thereof. Upon cessation of such jurisdiction or control, all rights and obligations set forth in this Agreement shall continue in effect.

ARTICLE VIII. ASSIGNMENTS

This Agreement may not be assigned by either of the Parties without first obtaining the written consent of the other Party, provided that such consent shall not be unreasonably withheld.

ARTICLE IX. NOTICES

Any notice or statement provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to the following addresses, respectively:

Notices to Transporter:

Notices to OBA Party:

Notices required to be given in writing may be given by facsimile transmission.