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*Effective Date: 10/16/1991 Status: Effective*

*FERC Docket: RP91-136-002*

**Original Sheet No. 1** Centra Pipelines Minnesota Inc.: Second Revised Volume No. 2  
Original Sheet No. 1 : Effective

PRELIMINARY STATEMENT

Centra Pipelines Minnesota Inc. ("Centra") (formerly Inter-City Minnesota Pipelines Ltd., Inc. ("Minnesota Pipelines")) is regulated by the Federal Energy Regulatory Commission ("Commission") pursuant to Section 3 of the Natural Gas Act. Centra is engaged solely in the transportation of natural gas. The transportation of natural gas is undertaken by Centra only under written contracts acceptable to Centra and its shipper-customers and approved by the Federal Energy Regulatory Commission pursuant to Section 3 of the Natural Gas Act.

Effective Date: 10/16/1991 Status: Effective

FERC Docket: RP91-136-002

**Original Sheet No. 2** Original Sheet No. 2 : Effective

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*Effective Date: 10/16/1991 Status: Effective*

*FERC Docket: RP91-136-002*

**Original Sheet No. 3** Original Sheet No. 3 : Effective

SYSTEM MAP

Effective Date: 10/16/1991 Status: Effective

FERC Docket: RP91-136-004

**First Revised Sheet No. 4** First Revised Sheet No. 4 : Effective  
Superseding: Original Sheet No. 4

	Base Rate ( \$ )	Adj. ( \$ )	Total Rate ( \$ )
FT			
Demand	1.2311	0.0000	1.2311
AOS	0.0000	0.0000	0.0000

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-002

**Original Sheet No. 5** Original Sheet No. 5 : Effective

RATE SCHEDULE FT  

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1. Availability

1.1 Under this rate schedule Centra provides firm transportation service for its former customers from the international border to delivery points set out in the shipper's executed Transportation Service Agreement for service under this Rate Schedule.

2. Applicability and Character of Service

2.1 This Rate Schedule shall apply to all firm transportation service rendered by Centra for a Shipper under an executed and approved Transportation Service Agreement for service under this Rate Schedule.

2.2 Transportation service rendered under this Rate Schedule shall be firm and shall not be curtailed or subject to interruption by Centra except as provided in Section 12 (force majeure) of the General Terms and Conditions. However, from time to time and at Centra's sole discretion, Centra may transport additional volumes of natural gas above the Contract Quantity specified in an executed Transportation Service Agreement. Such additional

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-002

**Original Sheet No. 6** Original Sheet No. 6 : Effective

volumes shall be identified as Authorized Overrun Service and shall be transported on a fully interruptible basis.

- 2.3 Service under this Rate Schedule shall consist of firm transportation of natural gas from the Shipper's receipt point(s) as specified in Shipper's Transportation Service Agreement through Centra's pipeline facilities in the State of Minnesota to Shipper's delivery point(s). Receipt shall take place at the international border at Centra's interconnection with Centra Transmission Holdings Inc.

3. Rate

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- 3.1 The rate for the firm transportation service shall be that stated in the currently effective Sheet No. 4 of this tariff, as revised from time to time.
- 3.2 The rate for transportation service under this Rate Schedule each month shall consist of a demand charge per month of Shipper's daily Contract Quantity, multiplied by Centra's filed demand rate.

Effective Date: 10/16/1991 Status: Effective  
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3.3 For any Authorized Overrun Volumes ("AOS"), the rate for transportation service under this Rate Schedule shall be the AOS rate set forth on currently effective Sheet No. 4.

3.4 Centra is entitled to seek a rate change at any time by filing with the Commission pursuant to Section 3 of the Natural Gas Act.

4. Minimum Monthly Bill

4.1 The minimum monthly bill shall be the demand charge for each calendar month.

5. Contract Quantity

5.1 Contract Quantity to be transported pursuant to this Rate Schedule shall be specified in an executed Transportation Service Agreement.



*Effective Date: 10/16/1991 Status: Effective*  
*FERC Docket: RP91-136-002*

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6. General Terms and Conditions

6.1 The General Terms and Conditions are applicable to this Rate  
Schedule and are hereby made a part hereof.

*Effective Date: 10/16/1991 Status: Effective*

*FERC Docket: RP91-136-002*

**Original Sheet No. 9** Original Sheet No. 9 : Effective

RESERVED FOR FUTURE USE.

*Effective Date: 10/16/1991 Status: Effective*

*FERC Docket: RP91-136-002*

**Original Sheet No. 10** Original Sheet No. 10 : Effective

RESERVED FOR FUTURE USE.

*Effective Date: 10/16/1991 Status: Effective*  
*FERC Docket: RP91-136-002*

**Original Sheet No. 11** Original Sheet No. 11 : Effective

RESERVED FOR FUTURE USE.

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-002

**Original Sheet No. 12** Original Sheet No. 12 : Effective

GENERAL TERMS AND CONDITIONS

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**Original Sheet No. 13** Original Sheet No. 13 : Effective

GENERAL TERMS AND CONDITIONS

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SECTION 1 - APPLICATION

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- 1.1 The following Terms and Conditions shall apply to all services of Centra Pipelines Minnesota Inc. ("Centra").

SECTION 2 - DEFINITION OF TERMS

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- 2.1 The term "day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 12:00 noon Central Standard Time.
- 2.2 The term "month" shall mean the period beginning on the first day of the calendar month and ending at 12:00 noon on the first day of the next succeeding calendar month.
- 2.3 The term "cubic foot" shall mean the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.
- 2.4 The term "Mcf" shall mean 1,000 cubic feet.
- 2.5 The term "MMBtu" shall mean one million British Thermal Units measured on a dry basis.

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-004

**Second Revised Sheet No. 14** Second Revised Sheet No. 14 : Effective  
Superseding: First Revised Sheet No. 14

- 2.6 The term "Contract Quantity" shall mean the maximum quantity of natural gas that Centra is obligated to transport each day for the account of Shipper under Section 3 hereof. Shipper's Contract Quantity shall be that specified in an executed Transportation Service Agreement.

SECTION 3 - DELIVERIES

- 3.1 Beginning on the effective date of an Executed Service Agreement, Centra shall be obligated to receive for the account of Shipper a volume up to the Contract Quantity and to transport the volume tendered to Shipper's delivery point(s) as specified in an executed Transportation Service Agreement provided, however, that receipt and deliveries in excess of such quantity may be requested by Shipper and will be provided by Centra on a interruptible Authorized Overrun basis to the extent that the delivery capacity of its system will permit such delivery without jeopardizing the ability of Centra to meet its other firm delivery obligations or impairing in any way the integrity of the system. If on any day Centra is unable to provide the full requested overrun volumes, available overrun service shall be authorized prorata among requesting customers.
- 3.2 The gas delivered hereunder shall be received and redelivered as nearly as practicable at uniform hourly and daily rates of flow.
- 3.3 If on any day Centra gives actual notice to limit delivery at the Sprague Receipt Point of Contract Quantity and Shipper nonetheless makes deliveries in excess of Contract Quantity, the volumes in excess of Contract Quantity shall be unauthorized

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-002

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overrun and billed at the rate of \$10.00 per MMBtu in addition to all firm transportation charges.

SECTION 4 - POINTS OF RECEIPT AND REDELIVERY

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- 4.1 The points at which the gas transported hereunder is to be received and delivered shall be points as may be agreed upon and as specified in an executed Transportation Service Agreement.

SECTION 5 - RECEIPT AND DELIVERY PRESSURE

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- 5.1 Shipper shall tender natural gas to Centra as nearly as practicable at Centra's line pressure but not less than 600 pounds per square inch gauge (psig) at the Sprague receipt point; not less than 100 psig at the International Falls receipt point.
- 5.2 Centra shall tender natural gas to shipper at Baudette/Rainy River at Centra's line pressure, but not less than 470 psig.

SECTION 6 - BILLING AND PAYMENT

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- 6.1 Centra shall bill Shipper on a MMBtu (dry) basis for volumes of natural gas transported pursuant to an executed Transportation Service Agreement.



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- 6.2 On or before the tenth (10th) day of each month Centra shall render to Shipper a statement for the preceding month showing the daily and total amount of gas received and redelivered, the amount due thereunder, and information sufficient to explain and support any adjustments made in determining such charges. On the twentieth (20th) day of each month the amount so billed shall become due and payable. If presentation of a statement by Centra is delayed after the tenth (10th) day of the month, then the time for payment shall be extended correspondingly unless Shipper is responsible for such delay. All payments under this Rate Schedule shall be made in United States dollars by wire transfer of funds on the date due as specified in relevant Transportation Service Agreement.
- 6.3 Interest on any overdue amount shall accrue at a rate of 1% over the prime rate of the bank denominated in Shipper's Service Agreement for the period. If such default comes sixty (60) days after written notice from Centra to Shipper, Centra may suspend transportation hereunder without prejudice to other remedies.
- 6.4 If any overcharge or undercharge occurring within the previous twelve (12) months is identified by either party it shall on proper

**Original Sheet No. 17** Original Sheet No. 17 : Effective

substantiation be paid, credited or refunded, as the case may be,  
within thirty (30) days after the final determination thereof.

SECTION 7 - QUALITY

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7.1 The gas delivered to Centra for transportation hereunder and the  
gas conforming to the following specifications:

- (a) Shall have a minimum gross heating value of nine hundred  
(900) Btu's per cubic foot.
  
- (b) Shall be commercially free (at prevailing pressure and  
temperature) from sand, dust, gums, oils, hydrocarbons  
liquefiable at temperatures in excess of fourteen degrees  
(14.) Fahrenheit at eight hundred (800) psia absolute,  
impurities, other objectionable substances which may  
become separated from the gas, and other solids and liquids  
which will render it unmerchantable or cause injury to or  
interference with proper operations of the lines, regulators,  
meters or other appliances through which it flows; and shall  
not contain any substance not contained in the gas at the  
time the same was produced other than traces of those  
materials and chemicals necessary for the transportation and

Effective Date: 10/16/1991 Status: Effective

FERC Docket: RP91-136-002

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delivery of the gas and which do not cause it to fail to meet any of the quality specifications herein set forth.

- (c) Shall be commercially free from hydrogen sulphide, containing not more than one (1) grain of hydrogen sulphide per hundred cubic feet nor more than twenty (20) grains of total sulphur per hundred cubic feet of gas as determined by standard methods of testing.
- (d) Shall not contain more than two per cent (2%) by volume of carbon dioxide.
- (e) Shall have been dehydrated, if necessary, for removal of water present therein in a vapour state, and in no event contain more than two point eight (2.8) grains of water vapour per hundred cubic feet at standard conditions.
- (f) Shall not exceed a temperature of one hundred and twenty degree (120.) Fahrenheit.

7.2 Shipper shall ensure that the natural gas delivered to Centra shall be odorized in order to comply with all state, federal and provincial laws, orders, rules and regulations. Shipper shall be responsible for any measurement of odorant level in the gas

**Original Sheet No. 19** Original Sheet No. 19 : Effective

delivered hereunder and shall notify Centra of any deficiencies in the odorant level.

- 7.3 If the gas received and delivered hereunder shall fail at any time to conform to any of the specifications set forth in Section 7.1, then the receiving party shall notify the delivering party of such deficiency. Further, the receiving party may, at its option, refuse to accept receipt of such gas pending correction by the delivering party, without waiver of any other legal remedies including the right to indemnification for any costs of repair or clean-up attributable to any failure to meet quality specifications.

SECTION 8 - MEASUREMENT

- 8.1 The unit of volume of measurement of gas hereunder shall be one thousand (1,000) cubic feet of gas measured according to Boyle's Law for the measurement of gas under varying pressures with deviations therefrom as provided in Section 8.2(f) below or the measurement basis hereinafter specified. For the purposes of this agreement, standard pressure shall be an absolute pressure equal to 14.73 psia.
- 8.2 The volume of the gas delivered or redelivered shall be determined as follows:

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- (a) The unit of volume, for the purpose of measurement, shall be one (1) cubic foot of gas.
- (b) The total heating value of the gas per cubic foot shall be determined by an instrument of standard manufacture, installed at an appropriate location, which measures the heating value of the gas being delivered, or, if not installed or operative, by sampling the gas at intervals of not more than one (1) month. Such gas samples shall originate from the gas stream from which gas is being received at Emerson, Manitoba.
- (c) The temperature of the gas passing through the meters shall be determined by the use of an instrument of standard manufacture so installed that it may properly record the temperature of the gas flowing through the meters. The temperature recorded during the period of time gas is passing through the meter shall be used in computing gas volumes.
- (d) The specific gravity of the gas shall be determined by an instrument of standard manufacture, either installed at an appropriate location and which measures the specific gravity

Effective Date: 10/16/1991 Status: Effective

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of the gas being delivered, or, if not installed, by sampling the gas at intervals of not more than one (1) month.

- (e) The supercompressibility factor used in computing the volume of gas delivered through a meter shall be determined in a manner consistent with the method presented in the American Gas Association "Manual for the Determination of Supercompressibility Factors for Natural Gas" (N-X 19 Report) or American Gas Association Report No. 8 "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."
- (f) The average absolute atmospheric (barometric) pressure at each metering location shall be that determined in accordance with accepted methods irrespective of variations in actual barometric pressure from time to time.

SECTION 9 - MEASURING EQUIPMENT

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- 9.1 Centra presently owns, maintains and operates at its own expense, measuring stations properly equipped with meters and other necessary measuring equipment by which the volume of gas to be received and delivered shall be measured.

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- 9.2 Shipper, Centra Transmission Holdings Inc. and any Seller of gas to Shipper designated by Shipper as a representative shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjustment done in connection with the equipment used in measuring or checking the measurement of deliveries of gas under Shipper's Transportation Agreement. The records from such measuring equipment shall remain the property of Centra, but upon request Centra will submit to Shipper copies of its records and charts, together with calculations therefrom.
- 9.3 Any replacement meters or additional meters or measuring equipment applying to or affecting deliveries of gas hereunder shall be made in such manner so as to permit an accurate determination of the accuracy of measurement and shall conform to the requirements of Shippers Transportation Agreement. Care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volumes of gas delivered.
- 9.4 The accuracy of the measuring equipment used for billing purposes hereunder shall be verified by Centra at least once every 3 months

**Original Sheet No. 23** Original Sheet No. 23 : Effective

and, if requested, in the presence of representatives of Shipper as provided in Section 9.2, but Centra shall not be required to verify the accuracy of such equipment more than once in any thirty (30) day period. In the event Shipper shall notify Centra that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test shall be borne by Shipper if the measuring equipment is found to be in error by not more than three percent (3%).

- (a) If, upon test, any measuring equipment is found to be in error by not more than three percent (3%), previous recording of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.
  
- (b) If, upon test, any measuring equipment shall be found to be inaccurate by an amount exceeding three percent (3%), at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recording of such equipment shall be corrected to zero for any period which is known definitely but in case



**Original Sheet No. 24** Original Sheet No. 24 : Effective

the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not exceeding a correction period of forty-five (45) days and shall be billed or refunded pursuant to Section 6.4.

9.5 In the event a meter is out of service, or registering inaccurately, the volume of gas being delivered shall be determined:

- (a) By using the registration of any check meter or meters if installed and accurately registering; or, in the absence of such check meter or meters;
- (b) By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or if not determined under Sections 9.5(a) or 9.5(b), then;
- (c) By estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

9.6 Centra shall preserve for a period of at least six (6) years all test data, charts and similar records.

Effective Date: 10/16/1991 Status: Effective

FERC Docket: RP91-136-002

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9.7 It is recognized that electronic or other types of flow computers have been developed that permit the direct computation of gas flows without the use of charts. Centra has the option to utilize such equipment, without the use of charts, provided such equipment has been accepted by the American Gas Association or other industry organization, applicable regulatory body, and Shipper has provided its consent to the use of the equipment and the means by which records thereunder will be maintained.

SECTION 10 - POSSESSION OF GAS

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10.1 As between the parties hereto, Shipper, shall be deemed to be in control and possession of the gas deliverable hereunder until it shall have been delivered to Centra for Shipper's account. Centra shall be deemed to be in control and possession of the gas transported hereunder from the time of receipt of such gas into its facilities until delivered to Shipper. Neither party hereto shall have any responsibility with respect to any gas deliverable hereunder not in its control and possession as defined in this paragraph except as provided in Sections 7.2 and 7.3.

SECTION 11 - WARRANTY OF TITLE TO GAS

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11.1 Shipper warrants that it will at the time of delivery to Centra have good title to all gas delivered hereunder, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good title to deliver said gas as aforesaid, and that it will indemnify Centra and save it harmless from all suits, actions debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, taxes, license fees or charges thereon. Shipper also agrees that Centra shall be entitled to all of the protection provided by the warranty of title or the rights to gas set forth in the contracts under which Shipper has purchased or otherwise transported that gas.

11.2 Centra will not suffer or permit any lien or encumbrance to be placed on or against the gas in respect of any claim against Centra and will indemnify and save harmless Shipper from and against any such liens, encumbrances or claims, including Shipper's costs of disputing such liens, encumbrances or claims or defending any actions in respect thereof.

SECTION 12 - FORCE MAJEURE AND REMEDIES

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12.1 Neither Shipper nor Centra shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, or the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties hereto or some person or concern not a party hereto, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

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- 12.2 Such cause or contingencies affecting the performance by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of the amounts then due thereunder, nor shall such cause or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence relied on.
- 12.3 If due to any act of FORCE MAJEURE Centra is unable to deliver the Contract Quantity then Shipper shall be entitled to such proportion of volumes of gas actually transported as its Contract Quantity bears to the total Contract Quantities under all of Centra's firm services.
- 12.4 If, due to FORCE MAJEURE as defined in Section 12 hereof affecting its own system Centra is unable to deliver to Shipper Contract Quantity on any day, Shipper's charge shall be reduced by an amount equal to the demand charge calculated on a daily basis,

Effective Date: 10/16/1991 Status: Effective  
FERC Docket: RP91-136-002

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times the difference between the volume of natural gas actually delivered by Centra to Shipper and the lesser of Contract Quantity and any nomination made by Shipper to its gas supplier or upstream transportation for the period subsequently affected by FORCE MAJEURE.

SECTION 13 - NOTICES

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- 13.1 Notices to Shipper and to Centra shall be addressed to the address specified in the Executed Transportation Service Agreement. Either party may change its address under this Section by written notice to the other party.
- 13.2 Actual notice shall be deemed to have been given when received, in writing, whether by mail or electronic media, except that daily operating arrangements may be made by telephone. A notice given by mail hereunder shall be deemed to have been effectively received on the tenth day following the day on which it is so addressed and placed, postpaid, in the Canadian or United States mail.

SECTION 14 - SERVICE AGREEMENT

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- 14.1 Shipper shall enter into a Transportation Service Agreement with Centra. No modification of the terms and provisions of any

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Transportation Service Agreement shall be or become effective except by the execution of a new service agreement.

- 14.2 An executed Transportation Service Agreement shall be binding upon and shall inure to the benefits of the respective successors and assigns of the parties. Any company that succeeds by purchase, merger or consolidation to the properties, substantially as an entirety, of Shipper or Centra shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this contract. Either Shipper or Centra may, without relieving itself of its obligations under this tariff, assign any of its rights and obligations hereunder to a corporation with which it is affiliated at the time of such assignment. Otherwise, neither shall assign this contract or any of its rights or obligations hereunder without the prior written consent of the other. The provisions of this Section 14 shall not in any way prevent either party to this contract from pledging or mortgaging its rights under the Rate Schedule as security for its indebtedness.
- 14.3 No waiver by either Shipper or Centra of any one or more defaults by the other in the performance of any provision of this Rate Schedule or an executed Transportation Service Agreement shall

*Effective Date: 10/16/1991 Status: Effective*  
*FERC Docket: RP91-136-002*

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operate or be construed as a waiver of any continuing or future  
default or defaults, whether of a like or a different character.



*Effective Date: 09/02/1994 Status: Effective*

*FERC Docket: RP94-391-000*

**Original Sheet No. 32** Original Sheet No. 32 : Effective

RESERVED FOR FUTURE USE

*Effective Date: 09/02/1994 Status: Effective*

*FERC Docket: RP94-391-000*

**Original Sheet No. 33** Original Sheet No. 33 : Effective

RESERVED FOR FUTURE USE

*Effective Date: 09/02/1994 Status: Effective*

*FERC Docket: RP94-391-000*

**Original Sheet No. 34** Original Sheet No. 34 : Effective

RESERVED FOR FUTURE USE

Effective Date: 06/01/2010 Status: Effective  
FERC Docket: RP10-598-000

**Seventh Revised Sheet No. 35** Seventh Revised Sheet No. 35  
Superseding: Sixth Revised Sheet No. 35

INDEX OF SHIPPERS

Name of Shipper	Rate Schedule	Effective Date	Expiration Date	MDQ (Mcf)
Union Gas Limited	FT	01/01/04	10/31/11	8,000
Boise White Paper LLC	FT	11/01/08	10/31/10	17,000
Minnesota Energy Resources Corporation	FT	11/01/07	10/31/12	9,858
Abitibi-Consolidated Company of Canada	FT	11/01/09	10/31/10	21,000

