

Western Gas Interstate Company: Fourth Revised Volume No. 1
Title Page : Effective

FERC GAS TARIFF
FOURTH REVISED VOLUME NO. 1
of
WESTERN GAS INTERSTATE COMPANY
filed with
FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

Western Gas Interstate Company ("Western") is a natural gas company engaged in the business of providing sales and transportation service to natural gas distribution companies and other customers. Western's system in the panhandles of Texas and Oklahoma consists of its West Transmission Line which extends from Etter, Moore County, Texas, to Boise City, Cimarron County, Oklahoma, and its East Transmission Line which extends from an interconnection 6 miles East of Kerrick, Dallam County, Texas to Texhoma, Sherman County, Texas, to the Town of Beaver, Beaver County, Oklahoma, and various facilities in and around Borger, Texas (Northern Division). Western purchases gas for its panhandle facilities from producers in the Hugoton and Panhandle Fields and from interstate pipeline companies.

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SHEET NUMBER 4 IS
RESERVED FOR FUTURE USE.

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MAP

See filed hard copy.

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SHEET NUMBERS 6 THROUGH 9
ARE RESERVED FOR FUTURE USE.

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Fourth Revised Sheet No. 10 Fourth Revised Sheet No. 10
 Superseding: Third Revised Sheet No. 10

STATEMENT OF RATES

Effective Rate Applicable to Rate Schedules
 Contained in this FERC Gas Tariff, Fourth Revised Vol. No. 1
 (Rates in Dollars per Dth)

SALES RATE SCHEDULE:

The rates for Rate Schedule GSS - General Sales Service - are subject to negotiation as provided under the terms of the Rate Schedule, Service Agreement and the General Terms and Conditions of this FERC Gas Tariff.

TRANSPORTATION RATE SCHEDULE:

Rate Schedule	Base Rate	Surcharges	Effective Tariff Rate
FT-N:			
Reservation (1) (2)	\$5.1267	\$1.1012	\$6.2279
Commodity (3)	\$0.0011	\$0.0019	\$0.0030
Minimum Rate (3)	\$0.0005	\$0.0019	\$0.0024
Retention Quantity		3.84%	
IT-N - Commodity			
Maximum Rate	\$0.2084	\$0.0019	\$0.2103
Minimum Rate	\$0.0005	\$0.0019	\$0.0024
Retention Quantity		3.84%	

-
- (1) The minimum base rate for the Reservation charge is \$0.0000.
 - (2) The surcharges may include GRI, Take-or-pay, and Transition Cost recovery. Transition Cost recovery included in these proforma tariffs does not include \$2,669,000 for potential system reinforcement costs necessary to eliminate the merchant function which may be collected at a later date. These costs are amortized over a six year period and allocated to the divisions based on plant investment.
 - (3) The surcharges may include GRI, ACA, Take-or-pay, and Transition Cost recovery.

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SHEET NUMBERS 11 THROUGH 99
ARE RESERVED FOR FUTURE USE.

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RATE SCHEDULE GSS-N
MARKET-BASED GAS SALES SERVICE

1. AVAILABILITY:

This Rate Schedule is available for the purchase from Western Gas Interstate Company (hereinafter called "Western") of natural gas at Western's facilities by any purchaser (hereinafter called "Buyer") where:

- (a) Sufficient gas supply exists to provide such service;
- (b) Buyer takes delivery of gas at such delivery points as may be agreed to from time to time and set out in the Service Agreement between Buyer and Western; and
- (c) Buyer has an executed Service Agreement with Western for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE:

This Rate Schedule shall apply to gas delivered under the executed Service Agreement for Service under this Rate Schedule, and shall be subject to the terms of this Rate schedule, the Service Agreement, and the General Terms and Conditions of Western's FERC Gas Tariff. Except for the adjustments to the General Terms and Conditions contained in the Service Agreement, if there are any inconsistencies or conflicts between this Rate Schedule, the Service Agreement, and the General Terms and Conditions, the General Terms and Conditions shall prevail.

Gas sales service rendered under this Rate Schedule shall consist solely of unbundled sales service in accordance with Seller's blanket sales certificate. The priority and other conditions of this gas sales service shall be those agreed to by Seller and Buyer and described in the Service Agreement.

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RATE SCHEDULE GSS-N
MARKET-BASED GS SALES SERVICE
(continued)

3. RATES:

The charge for natural gas delivered and gas service rendered during each monthly billing period shall be the amount in dollars negotiated between Seller and Buyer. The negotiated rate shall be inclusive of any charges or costs incurred by Seller in connection with the transportation of such gas to the delivery point(s).

4. MINIMUM BILL:

None.

5. HEAT CONTENT:

Refer to Section 7 of the General Terms and Conditions.

6. MEASUREMENT:

Refer to Section 3 of the General Terms and Conditions.

7. GENERAL TERMS AND CONDITIONS:

Except as otherwise expressly indicated in this Rate Schedule, all of Western's General Terms and Conditions contained in this FERC Gas Tariff, including any modifications, additions or deletions thereto, are applicable to service rendered under this Rate Schedule and are hereby made a part hereof.

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SHEET NUMBERS 102 THROUGH 110

ARE RESERVED FOR FUTURE USE.

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION

1. AVAILABILITY:

- 1.1 This Rate Schedule is available for transportation of natural gas on a firm basis by Western Gas Interstate Company (hereinafter called "Western") in Western's Northern Division for any party (hereinafter called "Shipper"), under the following conditions:
- (a) Western determines that sufficient capacity is available on its system to provide requested firm transportation service;
 - (b) Shipper makes a valid request for service under Section 3.1 of this Rate Schedule;
 - (c) Shipper has executed an FT-N Service Agreement for firm transportation service under this Rate Schedule;
 - (d) Shipper has title to, or the good right to deliver the gas to Western for transportation under this Rate Schedule.
- 1.2 Western will make transportation available on a first-come, first-served basis to any Shipper willing to pay the maximum rates hereunder and in accordance with the General Terms and Conditions governing service hereunder as set forth from time to time in Western's FERC Gas Tariff.

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Original Sheet No. 112 Original Sheet No. 112 : Effective

RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the firm transportation of natural gas by Western pursuant to an FT-N Service Agreement executed by Western and Shipper providing for transportation service up to a Maximum Annual Transportation Quantity ("MATQ") and a Maximum Daily Transportation Quantity ("MDTQ"), and subject to the terms of this Rate Schedule, the FT-N Service Agreement and the General Terms and Conditions of Western's FERC Gas Tariff. Except for the adjustments to the General Terms and Conditions under Article IX of the Service Agreement, if there is any inconsistency between this Rate Schedule, the Service Agreement, and the General Terms and Conditions, the General Terms and Conditions shall prevail.
- 2.2 Service hereunder is provided pursuant to Part 284 of the Commission's Regulations.
- 2.3 Service hereunder shall consist of:
- (a) delivery by Shipper and receipt by Western of natural gas for Shipper's account at the Receipt Point(s) set forth in the FT-N Service Agreement;
 - (b) the transportation of said gas by Western; and
 - (c) the redelivery by Western to Shipper or for Shipper's account of quantities of natural gas at the Delivery Point(s) set forth in the FT-N Service Agreement.

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- 2.4 Western shall also receive at the Receipt Point(s), and retain, a portion of the volumes delivered by Shipper for transportation to reimburse Western for fuel usage and losses ("Retention Quantity"). Such volumes shall be equal to the quantity of gas delivered for transportation multiplied by the applicable Retention Quantity percentage set forth at Sheet No. 10 of Western's FERC Gas Tariff.
 - 2.5 Gas subject to transportation under this Rate Schedule shall not be subject to curtailment or interruption or discontinuance except such caused by Force Majeure or in accord with Section 14 of the General Terms and Conditions of Western's FERC Gas Tariff, and shall have priority of service over all deliveries made on an interruptible service basis.
 - 2.6 Priority of service and the allocation of capacity for service under this Rate Schedule are pursuant to Section 15 of the General Terms and Conditions of Western's FERC Gas Tariff.
3. REQUESTS FOR TRANSPORTATION SERVICE:
- 3.1 All Shippers requesting firm transportation service must provide the information required on Western's Transportation Service Request Form which appears beginning at Tariff Sheet No. 343, in order to qualify for firm transportation service. No request for firm service will be entered on Western's log, as required by Section 284.13 of the Commission's Regulations, or scheduled for receipt and delivery until a completed Transportation Request Form has been provided to Western. A request for service shall

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

be made no earlier than ninety days prior to the proposed commencement date of service and shall not be accepted unless firm capacity to render the service is available; provided, however, if facilities are required, the request may be made at an earlier date. All completed Transportation Request Forms are to be sent to:

Transportation and Exchange Services
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

For Shipper's convenience, copies of the Transportation Request Form are available upon request from Western.

- 3.2 An FT-N Service Agreement shall be executed by Shipper and Western following Western's acceptance in writing of Shipper's request for service. In the event the FT-N Service Agreement is not executed by Shipper and returned within thirty days after Western tenders the Service Agreement, Western shall consider the request for service invalid.

4. DELIVERY AND RECEIPT POINTS:

- 4.1 Receipt Points: The Receipt Point(s) for all gas transported by Western under this Rate Schedule shall be at a mutually agreeable interconnection between Western's facilities and the facilities of Shipper or Shipper's designee.

Western shall not be required under any circumstances to receive gas at any Receipt Point where the total quantity of gas for Western's system supply and for transportation scheduled

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

for receipt on any day is less than that required for the accurate measurement of quantities to be received. Western shall notify Shipper of the minimum volumes that can be metered at requested receipt and delivery points when service agreements are executed. Western will notify Shipper if quantities of gas tendered are too small to be metered at the requested receipt or delivery points.

The minimum volumes that can be measured at requested receipt and delivery points shall be the minimum volumes nominated at such receipt and delivery points; and the provisions of Section 19 of the General Terms and Conditions shall apply to imbalances arising as the result of the difference between unmeasurable quantities (which shall be considered zero quantities) and minimum measurable quantities at requested receipt and delivery points.

- 4.2 Delivery Points: The Delivery Point(s) for all gas transported by Western under this Rate Schedule shall be at a mutually agreeable interconnection between Western's facilities and the facilities of Shipper or Shipper's designee.

5. RATES:

- 5.1 The applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.
- 5.2 Western shall have the unilateral right to file with the appropriate regulatory authority and make changes authorized by such authority in (a) the rates and charges applicable to its Rate Schedule FT-N, (b) Rate Schedule FT-N pursuant to which

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

this service is rendered; provided, however that the firm character of service shall not be subject to change hereunder, or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FT-N. Western agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Western's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

- 5.3 For all natural gas service rendered hereunder, Shipper shall pay Western each month the sum of the charges listed below, if applicable:
- (a) Reservation Charge: An amount determined as the unit amount identified as the Reservation rate in dollars per Dth set forth from time to time on the currently effective Sheet No. 10 of this Fourth Revised Volume No. 1, or superseding tariff, which sheet is incorporated herein by reference, multiplied by Shipper's Maximum Daily Transportation Quantity, as stated in Shipper's FT-N Service Agreement.
 - (b) Commodity Charge: An amount determined as the Commodity rate in dollars per Dth set forth from time to time on the currently effective Sheet No. 10 of this Fourth Revised Volume No. 1, or superseding tariff, multiplied by the quantity of gas transported to or for the account of Shipper by Western during the applicable Billing Month.
 - (c) Annual Charge Adjustment: The Annual Charge Adjustment Surcharge rate multiplied by the quantity of gas delivered to or for the account of Shipper by Western during the applicable Billing Month.

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FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
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- (d) The Gas Research Institute (GRI) Surcharge: The GRI Surcharge, if applicable, multiplied by the quantity of gas delivered to or for the account of Shipper by Western during the applicable Billing Month.
 - (e) Penalty Charges: Any Daily Scheduling Charges, Daily Balancing Charges, Unauthorized Receipt Charges, or Cumulative Monthly Balancing Charges, as defined in Section 19 of the General Terms and Conditions, or any Curtailment Over-Run Penalty, and defined in Section 15.5 of the General Terms & Conditions, applicable to Shipper during the applicable Billing Month.
 - (f) Incidental Charges: Shipper shall reimburse Western for any incidental charges incurred by Western in providing this service. Such charges may include filing fees and, subject to agreement and approval by Shipper, costs of construction or acquisition of new facilities necessary to render service or such other charges as may be authorized by any regulatory agency having jurisdiction.
- 5.4 For purposes of Section 5.3(f), the term "new facilities" is defined as facilities required for Western to either receive or deliver gas under this Rate Schedule and which facilities are not existing on the date Shipper executes an FT-N Service Agreement for service hereunder. Section 5.3(f) pertains to facilities at receipt and delivery points only. It is not intended to limit which party may own, operate, install, or pay for facilities upstream of a receipt point or downstream of a delivery point.
- (a) New facilities may be installed by either Western or Shipper as follows:

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FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
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- (1) Western will install, at its own expense, any new facilities which, based on Western's estimates, will generate annual revenues equal to or greater than the annual cost of service associated with such facilities.
Revenues will be based on projected annual incremental volumes of throughput and peak usage for each year for the depreciable life of the facilities to be built or for the number of years under the initial term of the operable service agreement, whichever is shorter, and the currently effective rate for the service contemplated.
- (2) In calculating the incremental cost of service, Western shall utilize the methodologies for calculating cost of service which underlies its currently effective transportation rates.
- (3) The projected costs and revenues in nominal dollars will be evaluated using a standard discounted cash flow analysis, with a discount rate equal to the most recently approved overall rate of return for Western. Western will undertake projects for which the internal rate of return is positive by greater than 3%.

RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (4) When Western has previously paid for all or a portion of delivery point facilities under this facilities reimbursement policy, Shipper shall, nevertheless, within thirty days after receipt of invoice prepared by Western, pay Western for Western's net book value of such facilities when either of the following events occurs: (1) When Western's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2) when Shipper ceases operations at the delivery point where the facilities were installed.
- (b) Any new facilities contemplated by Section 5.3(f) which do not meet the economic test of Section 5.4(a)(3) shall be installed by Western at Shipper's expense.
 - (1) Western shall install, own, operate, and maintain all such equipment at Shipper's expense unless otherwise agreed to in writing by Western and Shipper. All such facilities owned and operated by Western must include any rights-of-way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Shipper or Shipper's agent must be in accordance with Western's specifications. Western must approve design drawings and bills of materials, and construction shall be subject to approval by Western's inspectors.

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FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (2) Shipper shall coordinate the construction of such facilities with Western so that Western may reasonably have inspectors at the site during construction. Shippers assume full responsibility and liability and agree to hold Western harmless from any liability of any nature arising from the installation of such facilities by Shipper, or Shipper's agents. It is the Shipper's responsibility to assure that all facilities installed and owned by Shipper or any other party upstream of a receipt point or downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.).
- 5.5 Western may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule FT-N a rate which is lower than the charge that would apply based on the maximum rates set forth on Sheet No. 10 or provided for in Section 5 herein; provided, however that such total charge may not be less than the charge based on the Minimum Rate set forth on Sheet No. 10 for Rate Schedule FT-N. If Western charges any Shipper a rate which is less than the Maximum Rate, Western shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the volume transported and any other information which may be required.
- 5.6 The Minimum Monthly Bill shall be the Reservation Charge applicable for the Billing Month.

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RATE SCHEDULE FT-N
FIRM TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

6. GENERAL TERMS AND CONDITIONS:

Shipper shall provide Western with such information as is needed to meet the requirements placed on Western pursuant to 18 CFR Part 284. Except as otherwise expressly indicated in this Rate Schedule, all of Western's General Terms and Conditions contained in this FERC Gas Tariff, including any modifications, additions or deletions thereto, are incorporated as part of this Rate Schedule, and made applicable to all service rendered under this Rate Schedule.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY

1. PURPOSE:

This Rate Schedule sets forth the terms and conditions applicable to the implementation of a Capacity Release Program hereinafter referred to as "Released Capacity Service" by Western on its system.

2. APPLICABILITY:

This Released Capacity Service is applicable to any Shipper who has an executed Part 284 firm transportation Service Agreement pursuant to Western's Transportation Rate Schedule FT-N contained in this Fourth Revised Volume No. 1 Tariff or a Released Capacity Service Agreement pursuant to this Rate Schedule, who elects to release, subject to the terms of this Rate Schedule, all or a portion of its firm transportation rights. Any firm Shipper shall have the right to release all or any portion of its firm capacity rights held under a firm transportation Service Agreement or a Released Capacity Service Agreement; provided, however, that the capacity released is acquired by a Replacement Shipper pursuant to the provisions of this Rate Schedule.

3. DEFINITIONS:

For purposes of this Release Capacity Service Rate Schedule RCS, the following definitions shall apply:

- (a) Releasing Shipper - any Shipper holding firm capacity rights under a Part 284 firm transportation Service Agreement pursuant to Rate Schedule FT-N or a Released Capacity Service Agreement, who elects to release all or some portion of its firm capacity rights to another Shipper pursuant to this Rate Schedule.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

- (b) Bidding Shipper - any Shipper who is approved by Western to bid for released capacity, or who is a party to a pre-arranged release, pursuant to this Rate Schedule.
- (c) Replacement Shipper - any Shipper who acquires firm released capacity rights from a Releasing Shipper pursuant to this Rate Schedule.
- (d) Released Capacity - firm capacity rights held under a firm transportation Service Agreement pursuant to Rate Schedule FT-N released by a Releasing Shipper and acquired by a Replacement Shipper pursuant to this Rate Schedule. Released Capacity will be scheduled as firm capacity by Western, and is subject to interruption solely by the Releasing Shipper pursuant to the recall terms of the release, if any.
- (e) Released Capacity Service Agreement - a Service Agreement between Western and a Replacement Shipper setting forth the rates and the terms and conditions of firm transportation service using the Released Capacity acquired pursuant to this Rate Schedule.
- (f) Business Day - Monday through Friday, excluding Federal Banking Holidays.

4. NOTICE BY SHIPPER ELECTING TO RELEASE CAPACITY:

A Releasing Shipper shall deliver a Capacity Release Notice to Western for posting on its Internet Web site that it elects to release firm capacity, setting forth the following:

- (a) Releasing Shipper's legal name, Service Agreement number, and the name, title and telephone number of the individual responsible for authorizing the release of capacity;

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

- (b) the maximum and minimum quantities of daily firm capacity which the Releasing Shipper elects to release, stated in Dths;
- (c) the Receipt and Delivery Points at which the capacity is being released, and the firm capacity to be released at each such point;
- (d) the effective date and the maximum and minimum period for the capacity to be released;
- (e) whether the capacity is subject to recall by the Releasing Shipper, and the terms under which the capacity may be recalled;
- (f) the maximum and minimum rates at which the Releasing Shipper is willing to accept a bid for the Released Capacity, specified in dollars and cents or as a percentage of maximum tariff rate;
- (g) the objective criteria under which the bids for the Released Capacity will be evaluated selected pursuant to section 9 of this Rate Schedule RCS; and
- (h) any other applicable conditions of the release, including whether the Bidding Shipper must comply with the Releasing Shipper's creditworthiness requirements in addition to Western's.

Offers of released capacity shall be binding until written or electronic notice of withdrawal is received by Western. A Releasing Shipper must specify in its Capacity Release Notice any minimum requirements that a bid must meet to be accepted. Once a valid bid is submitted that satisfies those minimum conditions, if any, the Releasing Shipper may only withdraw its offer to release capacity where it has an unanticipated need for the capacity. However, so long as no valid bid has been submitted that meets its minimum conditions a Releasing Shipper may withdraw its offer to release capacity submitted under the terms of this Rate Schedule at any time prior to the expiration of the bid period as defined in Section 6 of this Rate Schedule. A Releasing Shipper is not obligated to accept any bid that does not meet the minimum

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

requirements of its Capacity Release Notice. A Releasing Shipper may not specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

A Releasing Shipper may retain the right to recall its capacity under the terms of its Capacity Release Notice.

Western shall permit re-releases of capacity to the extent permissible under the currently effective regulations of the FERC. Any such re-releases shall be offered in accordance with this section 4 and shall be subject to all terms and conditions applicable to primary capacity releases.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

5. NOTICE BY SHIPPER OF PRE-ARRANGED RELEASE:

A Releasing Shipper shall deliver a Capacity Release Notice to Western for posting on its Internet Web site that it has a pre-arranged release, setting forth the following:

- (a) Releasing Shipper's legal name, Service Agreement number, and the name, title and telephone number of the individual responsible for authorizing the release of capacity;
- (b) the legal name of the Bidding Shipper that is party to the pre-arranged release;
- (c) the daily firm capacity to be released, stated in Dths;
- (d) the Receipt and Delivery Points at which the capacity is being released, and the firm capacity to be released at each such point;
- (e) the effective date and the period for the capacity to be released;
- (f) whether the capacity is subject to recall by the Releasing Shipper, and the terms under which the capacity may be recalled;
- (g) the reservation and commodity rates the Bidding Shipper has agreed to pay for the Released Capacity;
- (h) any other applicable conditions of the release, including whether the Bidding Shipper has complied with Western's creditworthiness requirements; and
- (i) whether the Bidding Shipper is an affiliate of the Releasing Shipper or of Western.

The Replacement Shipper named may nominate at the next available nomination cycle under the timeline set forth Section 6 of this Rate Schedule and Section 19 of the General Terms and Conditions. Provided the notice is received during normal business hours, Western shall tender a Service Agreement to such Replacement Shipper within one hour of the time it is notified of the arrangement.

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RATE SCHEDULE RCS
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(continued)

6. POSTING OF RELEASED CAPACITY:

Any complete Capacity Release Notice and bids for released capacity received by Western pursuant to Sections 4 or 5 of this Rate Schedule shall be posted by Western on its Internet Web site upon receipt, in accordance with the following timeline. The Releasing Shipper may request that its Capacity Release Notice be posted at a time other than upon Western's receipt thereof; however, such requested posting time must comport with the standard timeline set forth below. All time deadlines set forth in this Section 6 shall mean Central Clock Time.

- (a) A prearranged release at Western's maximum tariff rates applicable to the Transportation Rate Schedule FT-N under which the capacity is being released shall not be posted for bidding; however, it shall be posted for information purposes.
- (b) For non-biddable releases, the following timeline shall apply:
 - (i) Timely Cycle - posting of prearranged deals not subject to bid are due by 10:30 a.m.;
 - (ii) Evening Cycle - posting of prearranged deals not subject to bid are due by 5:00 p.m.;
 - (iii) Intraday 1 Cycle - posting of prearranged deals not subject to bid are due by 9:00 a.m.;
 - (iv) Intraday 2 Cycle - posting of prearranged deals not subject to bid are due by 4:00 p.m. Contracts shall be issued within one hour of posting (with a new contract number, when applicable). Nomination will be possible at the next available nomination cycle for the effective date of the contract.
- (c) For biddable releases of less than one (1) year:
 - (i) offers should be tendered by 12:00 p.m. on a Business Day;
 - (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken)
 - (iii) evaluation period ends and award posting if no match is required at 2:00 p.m.;
 - (iv) match or award is communicated by 2:00 p.m.;
 - (v) match response by 2:30 p.m.;
 - (vi) where match is required, award posting by 3:00 p.m.;
 - (vii) contract issued within one hour of award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

- (d) For biddable releases of one (1) year or more: (i) offers should be tendered by 12:00 p.m. four (4) Business Days before the award; (ii) open season ends no later than 1:00 p.m. on the Business Day before nominations are due (open season is three (3) Business Days); (iii) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken; (iv) evaluation period ends and award is posted if no match is required at 2:00 p.m.; (v) match or award is communicated by 2:00 p.m.; (vi) match response by 2:30 p.m. (vii) where match is required, award is posted by 3:00 p.m.; (viii) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract.

RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

- (e) With respect to any notice of a pre-arranged release which has been posted for bidding, if the posting results in a better offer than the pre-arranged bidder shall have two (2) business days after notification of such better offer in which to match such better offer. A pre-arranged bidder matching the better offer shall be awarded the Released Capacity.
- (f) With respect to any notice of a pre-arranged release for a period of less than 31 days, a firm shipper may not extend or roll-over such release without posting for bids in accordance with Section 6(c) of this Rate Schedule, and may not re-release to the same replacement shipper until twenty-eight days after the first release period has ended unless the release is at Western's maximum tariff rate applicable to the Transportation Rate Schedule under which the capacity is being released.

7. QUALIFICATION TO PARTICIPATE AS A BIDDING SHIPPER:

Any party wishing to become a Bidding Shipper and participate in Western's Released Capacity Service under this Rate Schedule must submit a valid Released Capacity Service Request Form and satisfy the creditworthiness requirements of Western's FERC Gas Tariff applicable to transportation service. Such a party may not bid on released capacity without first satisfying the creditworthiness requirements and receiving notice from Western of its approval as a Bidding Shipper and its level of creditworthiness. A Bidding Shipper may not bid for quantities of released capacity in excess of its approved creditworthiness. Continued violation by a Bidding Shipper of the terms of this Section 7 or any other terms and conditions of this Rate Schedule after written notice from Western will result in suspension of such Shipper's qualification as a Bidding Shipper for a period of one (1) year. The form to be used for making requests for Released Capacity Service is set forth in these General Terms and Conditions, beginning at Sheet No. 200, and is available from Western upon request.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

8. BIDS FOR RELEASED CAPACITY:

A bid for Released Capacity may be submitted by a Bidding Shipper to Western in accordance with the capacity release timeline set forth in section 6 of this Rate Schedule RCS. Each bid for Released Capacity must include the following:

- (a) the Bidding Shipper's legal name, address, and the name, title and telephone number of the individual responsible for authorizing the bid;
- (b) the legal name and Service Agreement number of the Releasing Shipper whose released capacity is being bid for;
- (c) the quantity of daily firm capacity being bid for, stated in Dths;
- (d) the Receipt and Delivery Points, and firm capacity at each such point, being bid for;
- (e) the effective date and period of release being bid for;
- (f) the reservation and commodity rates Bidding Shipper is willing to pay;
- (g) any other applicable conditions of the bid; and
- (h) whether the Bidding Shipper is an affiliate of the Releasing Shipper or of Western.

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FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

A Bidding Shipper may withdraw its bid at any time prior to the expiration of the bidding period. Any Bidding Shipper that withdraws a bid may not subsequently submit a lower bid for that Released Capacity. Any bid for Released Capacity shall be binding on the Bidding Shipper until written or electronic notice of withdrawal is received by Western. All qualified bids for Released Capacity, but not the names of Bidding Shippers, will be posted on Western's Internet Web site.

9. AWARDING OF RELEASED CAPACITY:

Released Capacity shall be awarded to a Bidding Shipper in accordance with the following:

- (a) For the evaluation of bids submitted pursuant to the capacity release timeline set forth in section 6 of this Rate Schedule RCS, Releasing Shipper may select one of the following methodologies to be used by Western in determining the awards from the bid(s) submitted: (i) highest rate; (ii) net revenue; or (iii) present value. Releasing Shipper shall specify its choice of bid evaluation methodology in its Capacity Release Notice, or otherwise shall be subject to subsection (c) of this section 9. Other choices of bid evaluation methodology (including other releasing shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the sole discretion of Western. However, Western is not required to utilize other evaluation methodologies or similar timeline treatment for other methodologies, nor is Western held to the timeline set forth in section 6 of this Rate Schedule RCS should the Releasing Shipper elect another method of bid evaluation.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - CAPACITY RELEASE
(continued)

- (b) If the bid is to acquire all or a portion of the Released Capacity at the maximum rates and term, and upon all of the conditions specified in the Capacity Release Notice, then the quantity of Released Capacity bid for will be awarded to the submitting Bidding Shipper. If more than one such bid is received, and the aggregate capacity bid for is in excess of the capacity to be released, then capacity shall be awarded by lottery until all Released Capacity is awarded to Bidding Shippers. A Bidding Shipper may reject an award of a lesser quality of Released Capacity than it bid for. The Releasing Shipper shall not be entitled to reject any bid selected as set forth herein.

- (c) If bids are at less than the maximum rates or term, or do not meet all of the other conditions specified in the Capacity Release Notice, then the bids shall be subject to meeting the minimum conditions specified in the Capacity Release Notice. Release Capacity will be awarded to the

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FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

Bidding Shipper(s) submitting the best offer(s) according to the terms specified by the Releasing Shipper in its Notice, or, in the absence of such specified terms, the following:

Net Present Value - the calculation of the net present value of the reservation charge, as follows:

$$NPV = R \times C \\ (1+I)^n$$

where: NPV = Net Present Value
R = Reservation Charge bid
C = Capacity, stated in Dth
I = Commission interest rate
n = exponent signifying term of release, in months.

If more than one bid has the same value as determined pursuant to the terms of determining the best offer set forth herein, then Released Capacity shall be awarded to Bidding Shipper(s) on the basis of the tie-breaking method designated by the Releasing Shipper in its Capacity Release Notice, or in the absence of such designation, by means of a lottery, until all the Released Capacity is awarded to Bidding Shippers. A Bidding Shipper may reject an award of a lesser quantity of Released Capacity than it bid for. The Releasing Shipper shall not be entitled to reject any bid selected as set forth herein.

(d) In no event will an award of Released Capacity be made for a period exceeding the term of the Releasing Shipper's Transportation Service Agreement, or a period of less than one (1) gas flow Day as defined in the General Terms and Conditions.

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(continued)

- (e) Western shall select the Bidding Shipper that is to be awarded the Released Capacity in accordance with the criteria set forth in this Section 9. Western shall not be liable to Releasing Shipper for any damages, liability, lawsuits, or other harmful consequences resulting from the selection of a Replacement Shipper.
- (f) Western will post on its Internet Web site all of the information applicable to the Released Capacity transaction, and will maintain such posting for the lesser of (i) a period of seven (7) days, or (ii) the term of the release or any longer period required by the Commission.

10. EXECUTION OF SERVICE AGREEMENTS OR AMENDMENTS:

- (a) The Bidding Shipper obtaining Released Capacity shall execute a Released Capacity Service Agreement with Western in the form set forth in this FERC Gas Tariff within seven (7) days of notification of award of the Released Capacity by Western. The award of Released Capacity

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(continued)

may be terminated if an executed Service Agreement is not submitted by the Bidding Shipper to Western as specified hereinabove.

- (b) If firm capacity has been released for the entire remaining term of the Releasing Shipper's firm Transportation Service Agreement under Rate Schedule FT-N, then the Releasing Shipper may request that Western amend its Transportation Service Agreement to reflect the permanent release of capacity. Such amendment may be conditioned on exit fees or other terms and conditions, and, absent the agreement of Western to amend the Transportation Service Agreement, the Releasing Shipper shall remain liable for payment of the Reservation Charges applicable to the Released Capacity. In the event that the Releasing Shipper's Transportation Service Agreement is amended to reflect the Released Capacity, Western shall enter into a Transportation Service Agreement under Rate Schedule FT-N, as applicable, with the Replacement Shipper in the form prescribed by this FERC Gas Tariff, but containing the rates and terms and conditions established for the Released Capacity pursuant to this Rate Schedule.

11. NOTICE OF OFFER TO ACQUIRE FIRM CAPACITY:

- (a) In the event a Bidding Shipper elects to make known its desire to acquire firm capacity on Western's system, such Bidding Shipper shall deliver notice to Western for posting on its Internet Web site of such election, setting forth the following:

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FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

- (i) Bidding Shipper's legal name and address, and the name, title and telephone number of the individual responsible for authorizing the offer to acquire capacity;
 - (ii) the quantity of daily firm capacity desired;
 - (iii) the Receipt and Delivery Points at which the capacity is desired, and the amount of firm capacity at each point;
 - (iv) the effective date and term for the capacity desired;
 - (v) whether the Bidding Shipper is willing to accept the capacity subject to recall, and the terms under which the capacity may be recalled;
 - (vi) the rates which the Bidding Shipper is willing to pay for the desired capacity;
 - (vii) any other applicable conditions of the offer; and
 - (viii) whether the Bidding Shipper is an affiliate of Western.
- (b) Any potential Releasing Shipper must communicate directly with the offering Bidding Shipper regarding the rates and terms and conditions of any Released Capacity, and may not rely on Western to act as an intermediary. However, any subsequent election to release capacity or pre-arranged release must be submitted to Western for posting in accordance with this Rate Schedule.

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

12. RATES AND FEES:

- (a) Transportation Rates - the Reservation and Commodity Charges for any capacity released for a term of one (1) year or more may not be greater than the maximum nor less than the minimum tariff rates applicable to the Rate Schedule pursuant to which the capacity is being released, inclusive of all applicable reservation and commodity surcharges and fees. If a Releasing Shipper specifies in its Capacity Release Notice that it will accept volumetric bids, the maximum volumetric rate(s) per Dth for capacity released for a term of one (1) year or more shall be equal to the maximum tariff reservation rate, inclusive of all applicable surcharges and fees, under the Rate Schedule applicable to the Releasing Shipper divided by 30.4167 (12 months divided by 365 days).

13. BILLING:

- (a) Western shall bill the Replacement Shipper the rate(s) specified in the Released Capacity Service Agreement and any other applicable charges, and such Replacement Shipper shall pay the billed amounts directly to Western.
- (b) Western shall bill the Releasing Shipper the Reservation Charge, inclusive of any applicable reservation surcharges and fees, associated with the Released Capacity pursuant to its applicable contract or tariff rate(s), with a concurrent credit for any Reservation Charge billed to the Replacement Shipper pursuant to its Released Capacity Service Agreement. In the event that the Replacement Shipper does not make payment to Western of the Reservation Charges due as set forth in its Released Capacity Service Agreement in accordance with the General Terms and Conditions of this FERC Gas Tariff and the terms of this Rate Schedule, then Western shall notify the Releasing Shipper of the amount due, and such amount shall be paid to

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(continued)

Western by the Releasing Shipper within five (5) days of such notice. In addition, Western shall bill the Releasing Shipper any other charges or fees applicable under this Rate Schedule.

14. TERMS AND CONDITIONS OF SERVICE:

- (a) By executing a Released Capacity Service Agreement, Replacement Shipper agrees that it will comply with all terms and conditions of this FERC Gas Tariff applicable to the Firm Transportation Released Capacity Service provided by Western.
- (b) Service provided pursuant to this Rate Schedule is subject to the General Terms and Conditions of this FERC Gas Tariff including the Transportation Rate Schedules, the terms of the Transportation Service Agreement applicable to the Releasing Shipper, and the Released Capacity Service Agreement. If there is any inconsistency between the Rate Schedules, the Service Agreements and the General Terms and Conditions, the most restrictive terms and conditions will prevail.
- (c) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall Released Capacity (scheduled or unscheduled) at the Timely Nomination Cycle and the Evening Nomination Cycle, and recall unscheduled released capacity at the Intra-Day 1 and Intra-Day 2 Nomination Cycles by providing notice to Western by the following times for each cycle: 8 am CCT for the Timely Nomination Cycle; 5:00 pm CCT for the Evening Nomination Cycle; 8 am CCT for the Intra-Day 1 Nomination Cycle; and 3:00 pm CCT for the Intra-Day 2 Nomination Cycle. Notification to Replacement Shippers shall be provided by Western within one hour of receipt of the recall notification.
- (d) The Releasing Shipper shall continue to be responsible and liable for all Reservation Charges, including reservation surcharges and fees, associated with the Released Capacity. Re-release by Replacement Shipper shall not relieve the original Releasing Shipper or any subsequent Releasing Shipper of its obligations under this

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RATE SCHEDULE RCS
FIRM TRANSPORTATION SERVICE - RELEASED CAPACITY
(continued)

Rate Schedule. In the event that a re-release occurs and the Replacement Shipper fails to pay all Reservation Charges, the original Releasing Shipper and all subsequent Releasing Shippers shall be liable for the Reservation Charges.

15. TERMINATION OF SERVICE:

- (a) Notwithstanding the term set forth in a Released Capacity Service Agreement, Western shall have the right to terminate service pursuant to this Rate Schedule and terminate the release of capacity, and Releasing Shipper shall have the right to permanently recall Released Capacity irrespective of its recall rights, in the event that a Replacement Shipper fails to comply with the terms and conditions applicable to Released Capacity Service and/or fails to pay Western when due amounts owed for service provided pursuant to this Rate Schedule, at any time after Western has given written notice to the Releasing Shipper and Replacement Shipper of the Releasing Shipper's failure to comply or pay. If such failure to comply or pay is subject to dispute in good faith, then the provisions applicable to such disputes contained in the General Terms and Conditions of this FERC Gas Tariff shall apply.
- (b) Termination of a Released Capacity Service Agreement shall not relieve the Replacement Shipper of the obligation to pay amounts due to Western for services rendered, including surcharges, fees, penalties and amounts related to gas imbalances. Accordingly, the obligation to make payment for services rendered under this Rate Schedule shall survive termination of the Service Agreement until all amounts due hereunder have been paid in full.

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SHEET NUMBERS 148 THROUGH 155

ARE RESERVED FOR FUTURE USE.

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RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION

1. AVAILABILITY:

- 1.1 This Rate Schedule is available for transportation of natural gas on an interruptible basis by Western Gas Interstate Company (hereinafter called "Western") in Western's Northern Division for any party (hereinafter called "Shipper"), under the following conditions:
 - (a) Shipper makes a valid request for service under Section 3.1 of this Rate Schedule;
 - (b) Shipper has executed an IT-N Service Agreement for interruptible transportation service under this Rate Schedule;
 - (c) Shipper has title to, or the good right to deliver the gas to Western for transportation under this Rate Schedule.
- 1.2 Western will make transportation hereunder available on a first-come, first-served basis to any Shipper willing and able to pay the maximum rates hereunder in accordance with the General Terms and Conditions governing service hereunder as set forth from time to time in Western's FERC Gas Tariff.
- 1.3 Western shall in no event be required to grant a request for transportation hereunder if:
 - (a) providing service interferes with the integrity of Western's system or with service to firm transportation customers;

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RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (b) Western is required to construct, modify, expand or acquire facilities to render the service; or
- (c) Shipper does not provide Western with all of the information required by Section 3 of this Rate Schedule and Section 20 of the General Terms and Conditions of Western's FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE:

- 2.1 This Rate Schedule shall apply to the interruptible transportation of natural gas by Western pursuant to an IT-N Service Agreement executed by Western and Shipper providing for transportation service up to a Maximum Daily Transportation Quantity ("MDTQ"), and subject to the terms of this Rate Schedule, the IT-N Service Agreement and the General Terms and Conditions of Western's FERC Gas Tariff. Except for the adjustments to the General Terms and Conditions under Article IX of the Service Agreement, if there is any inconsistency between this Rate Schedule, the Service Agreement, and the General Terms and Conditions, the General Terms and Conditions shall prevail.
- 2.2 Service hereunder is provided pursuant to Part 284 of the Commission's Regulations.
- 2.3 Service hereunder shall consist of:
 - (a) delivery by Shipper and receipt by Western of natural gas for Shipper's account at the Receipt Point(s) set forth in the IT-N Service Agreement;

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RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (b) the transportation of said gas by Western;
and
- (c) the redelivery by Western to Shipper or for
Shipper's account of quantities of natural
gas at the Delivery Point(s) set forth in the
IT-N Service Agreement.

2.4 Western shall also receive at the Receipt
Point(s), and retain, a portion of the volumes
delivered by Shipper for transportation to
reimburse Western for fuel usage and losses
("Retention Quantity"). Such volumes shall be
equal to the quantity of gas delivered for
transportation multiplied by the applicable
Retention Quantity percentage set forth at Sheet
No. 10 of Western's FERC Gas Tariff.

2.5 Priority of service and the allocation of capacity
for service under this Rate Schedule are pursuant
to Section 15 of the General Terms and Conditions
of Western's FERC Gas Tariff.

3. REQUESTS FOR TRANSPORTATION SERVICE:

3.1 All Shippers requesting interruptible
transportation service must provide the
information required on Western's Transportation
Request Form which appears beginning at Tariff
Sheet No. 343, in order to qualify for
interruptible transportation service. No request
for interruptible service will be entered on
Western's log, as required by Section 284.13 of
the Commission's Regulations, or scheduled for
receipt and delivery until a completed
Transportation Service Request Form has been
provided to Western. A request for service shall
be made no earlier than ninety (90) days prior to

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RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

the proposed commencement date of service;
provided, however, if facilities are required, the
request may be made at an earlier date. All
completed Transportation Request Forms are to be
sent to:

Transportation and Exchange Services
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

For Shipper's convenience, copies of the
Transportation Request Form are available upon
request from Western.

- 3.2 An IT-N Service Agreement shall be executed by
Shipper and Western following Western's acceptance
in writing of Shipper's request for service. In
the event the IT-N Service Agreement is not
executed by Shipper and returned within thirty
(30) days after Western tenders the Service
Agreement, Western shall consider the request for
service invalid.

4. DELIVERY AND RECEIPT POINTS:

- 4.1 Receipt Points: The Receipt Point(s) for all
gas transported by Western under this Rate
Schedule shall be at a mutually agreeable
interconnection between Western's facilities
and the facilities of Shipper or Shipper's
designee.

Western shall not be required under any
circumstances to receive gas at any Receipt
Point where the total quantity of gas for
transportation scheduled for receipt on any
day is less than that required for the accurate

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(continued)

measurement of quantities to be received. Western shall notify Shipper of the minimum volumes that can be metered at requested receipt and delivery points when service agreements are executed. Western will notify Shipper if quantities of gas tendered are too small to be metered at the requested receipt or delivery points.

The minimum volumes that may be nominated at the requested receipt and delivery points shall be the minimum volumes that can be measured at such receipt and delivery points; and the provisions of Section 19 of the General Terms and Conditions shall apply to imbalances arising as the result of the difference between unmeasurable quantities (which shall be considered zero quantities) and minimum measurable quantities at requested receipt and delivery points.

4.2 Delivery Points: The Delivery Point(s) for all gas transported by Western under this Rate Schedule shall be at a mutually agreeable interconnection between Western's facilities and the facilities of Shipper or Shipper's designee.

5. RATES:

5.1 The applicable rates for service under this Rate Schedule are set forth on the currently effective Sheet No. 10 of this FERC Gas Tariff and are hereby incorporated herein.

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Superseding: ORIGINAL SHEET NO. 161

RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- 5.2 Western shall have the unilateral right to file with the appropriate regulatory authority and make changes authorized by such authority in (a) the rates and charges applicable to its Rate Schedule IT-N, (b) Rate Schedule IT-N pursuant to which this service is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule IT-N. Western agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Western's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.
- 5.3 For all natural gas service rendered hereunder, Shipper shall pay Western each month the sum of the applicable charges listed below, if applicable:
- (a) Commodity Charge: An amount determined as the Commodity rate in dollars per Dth set forth from time to time on the currently effective Sheet No. 10 of this Fourth Revised Volume No. 1, or superseding tariff, multiplied by the quantity of gas transported to or for the account of Shipper by Western during the applicable Billing Month.
 - (b) Annual Charge Adjustment: The ACA Surcharge rate multiplied by the quantity of gas delivered to or for the account of Shipper by Western during the applicable Billing Month.
 - (c) The Gas Research Institute (GRI) Surcharge: The GRI Surcharge, if applicable, multiplied by the quantity of gas delivered to or for the account of Shipper by Western during the applicable Billing Month.

RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (d) Penalty Charges: Any Daily Scheduling Charges, Daily Balancing Charges, Unauthorized Receipt Charges, or Cumulative Monthly Balancing Charges, as defined in Section 19 of the General Terms and Conditions, or any Curtailment Over-Run Penalty, as defined in Section 15.5 of the General Terms and Conditions, applicable to Shipper during the applicable Billing Month.
 - (e) Incidental Charges: Shipper shall reimburse Western for any incidental charges incurred by Western in providing this service. Such charges may include filing fees and, subject to agreement and approval of Shipper, costs of construction or acquisition of new facilities necessary to render service or such other charges as may be authorized by any regulatory agency having jurisdiction.
- 5.4 For purposes of Section 5.3(e), the term "new facilities" is defined as facilities required for Western to either receive or deliver gas under this Rate Schedule and which facilities are not existing on the date Shipper executes an IT-N Service Agreement for service hereunder. Section 5.3(e) pertains to facilities at receipt and delivery points only. It is not intended to limit which party may own, operate, install, or pay for facilities upstream of a receipt point or downstream of a delivery point.
- (a) New facilities may be installed by either Western or Shipper as follows:
 - (1) Western will install, at its own expense, any new facilities which, based on Western's estimates, will generate annual revenues equal to or greater than the annual cost of service associated with such facilities. Revenues will be based on projected annual incremental volumes of throughput and peak

RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

usage for each year for the depreciable life of the facilities to be built or for the number of years under the initial term of the operable service agreement, whichever is shorter, and the currently effective rate for the service contemplated.

- (2) In calculating the incremental cost of service, Western shall utilize the methodologies for calculating cost of service which underlies its currently effective transportation rates.
 - (3) The projected costs and revenues in nominal dollars will be evaluated using a standard discounted cash flow analysis, with a discount rate equal to the most recently approved overall rate of return for Western or the FERC generic rate of return for utilities, whichever is greater. Western will undertake projects for which the internal rate of return is positive by greater than 3%.
 - (4) When Western has previously paid for all or a portion of delivery point facilities under this facilities reimbursement policy, Shipper shall, nevertheless, within thirty (30) days after receipt of invoice prepared by Western, pay Western for Western's net book value of such facilities when either of the following events occurs:
 - (1) When Western's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or
 - (2) when Shipper ceases operations at the delivery point where the facilities were installed.
- (b) Any new facilities contemplated by Section 5.3(e) which do not meet the economic test of Section 5.4(a)(3) shall be installed by Western at Shipper's expense.

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Original Sheet No. 164 Original Sheet No. 164 : Effective

RATE SCHEDULE IT-N
INTERRUPTIBLE TRANSPORTATION SERVICE - NORTHERN DIVISION
(continued)

- (1) Western shall install, own, operate, and maintain all such equipment at Shipper's expense unless otherwise agreed to in writing by Western and Shipper. All such facilities owned and operated by Western must include any rights-of-way necessary to access facilities for inspection and maintenance. Any such facilities constructed by Shipper or Shipper's agent must be in accordance with Western's specifications. Western must approve design drawings and bills of materials, and construction shall be subject to approval by Western's inspectors.
 - (2) Shipper shall coordinate the construction of such facilities with Western so that Western may reasonably have inspectors at the site during construction. Shippers assume full responsibility and liability and agree to hold Western harmless from any liability of any nature arising from the installation of such facilities by Shipper, or Shipper's agents. It is the Shipper's responsibility to assure that all facilities installed and owned by Shipper or any other party upstream of a receipt point or downstream of a delivery point comply with all applicable governmental regulations and design requirements for their intended use (i.e., pressure, control, etc.).
- 5.5 Western may from time to time and at any time at its sole discretion charge any individual Shipper for transportation service under Rate Schedule IT-N a rate which is lower than the charge that would apply based on the maximum rates set forth on Sheet No. 10 or provided for in Section 5 herein; provided, however, that such total charge may not be less than the charge based on the Minimum Rate set forth on Sheet No. 10 for Rate Schedule IT-N.

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RATE SCHEDULE IT-N
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(continued)

If Western charges any Shipper a rate which is less than the Maximum Rate, Western shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charge, the individual Shippers affected, the volume transported and any other information which may be required.

6. GENERAL TERMS AND CONDITIONS:

Shipper shall provide Western with such information as is needed to meet the requirements placed on Western pursuant to 18 CFR Part 284. Except as otherwise expressly indicated in this Rate Schedule, all of Western's General Terms and Conditions contained in this FERC Gas Tariff, including any modifications, additions or deletions thereto, are incorporated as part of this Rate Schedule, and made applicable to service rendered under this Rate Schedule.

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SHEET NUMBERS 166 THROUGH 199

ARE RESERVED FOR FUTURE USE.

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First Revised Sheet No. 200 First Revised Sheet No. 200 : Effective
Superseding: ORIGINAL SHEET NO. 200

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1 Alternative Receipt and Delivery Points - Those Receipt and Delivery Points specified in Exhibit "C" of a Shipper's Transportation Service Agreement, which a Shipper may request from time to time pursuant to Section 15.6(f) of those General Terms and Conditions.
- 1.2 Billing Month - The term "Billing Month" shall mean the period beginning at 12:01 AM Central Standard Time on the first day of a calendar month and ending at 12:01 AM Central Standard Time on the first day of the next succeeding calendar month.
- 1.3 BTU- The term "BTU" shall mean British Thermal Unit.
- 1.4 Buyer - The term "Buyer" shall mean any of Western's customers authorized to receive gas sales service under any of the Sales Rate Schedules pursuant to an executed service agreement.
- 1.5 Commission or FERC - The terms "Commission" or "FERC" shall mean The Federal Energy Regulatory Commission, or successor agency.
- 1.6 Cost of Service - The term "Cost of Service" shall mean the sum of the costs incurred by Western in providing the services defined herein, including, but not limited to, operation and maintenance expenses, taxes other than income taxes, depreciation, depletion and amortization, income taxes and a reasonable return on Western's net investment in assets utilized to provide the services. Only for sales service will the term "cost of service" include purchased gas costs.

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Superseding: ORIGINAL SHEET NO. 201

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- 1.7 Delivery Point - The term "Delivery Point" shall mean the point on Western's system where it delivers gas to a Buyer or for the account of a Shipper.
- 1.8 Division - The term "Division" shall mean Western's Northern Division, as defined in this Tariff.
- 1.9 Dekatherm ("Dth") - The term "Dekatherm" shall mean the quantity of heat energy where one dekatherm equals one million BTU's (Dth).
- 1.10 Force Majeure - The term "Force Majeure" shall mean any of the events or conditions described in Section 14 of the General Terms and Conditions.
- 1.11 Gas Day - The term " Gas Day" shall mean a period of 24 consecutive hours, beginning at 9:00 AM central clock time ("CCT").
- 1.12 Heat Content - The term "Heat Content" shall mean the number of BTUs produced by the combustion in a calorimeter at constant pressure, of the amount of gas which would occupy one cubic foot at an absolute pressure of 14.73 pounds per square inch and 60 degrees Fahrenheit, on a dry basis, with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state.
- 1.13 MCF - The term "MCF" shall mean 1000 cubic feet at a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit (degrees F).
- 1.14 MDCQ - The Term "MDCQ" shall mean the maximum daily contract quantity that Buyer is entitled to purchase under any of Western's Sales Rate Schedules.
- 1.15 MDTQ - The term "MDTQ" shall mean the maximum daily transportation quantity that Shipper is entitled to receive under any of Western's Transportation Rate Schedules.

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- 1.16 MDQ - The term "MDQ" shall mean the maximum daily quantity, measured in Dth's, at any Receipt Point or Delivery Point that Western is obligated to receive or deliver, and that Shipper and/or Buyer may request for delivery to Western or receipt from Western.
- 1.17 MMBTU - The term "MMBTU" shall mean the quantity of heat energy which is 1,000,000 BTUs.
- 1.18 Nomination - The term "Nomination" shall mean any Buyer's or Shipper's request for Western to schedule the receipt and/or delivery of natural gas for the account of that Buyer or Shipper. The standard quantity for nominations, confirmations and scheduling shall be dekatherms per gas day.
- 1.19 Operator - The term "Operator" shall mean the entity which owns or controls the facilities connected to Western's facilities at a given Receipt Point or Delivery Point and which schedules and allocates the receipts from or deliveries to that Delivery Point or Receipt Point.
- 1.20 Primary Receipt and Delivery Points - Those Receipt and Delivery Points specified in Exhibits "A" and "B" of a Shipper's transportation Service Agreement, which a Shipper may change from time to time pursuant to Section 15.6(c) of these General Terms and Conditions.
- 1.21 psia - The term "psia" shall mean pounds per square inch absolute.
- 1.22 psig - The term "psig" shall mean pounds per square inch gauge.
- 1.23 Receipt Point - The term "Receipt Point" shall mean the point on Western's system where it receives gas for the account of a Shipper.

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- 1.24 Retention Quantity - The term "Retention Quantity" shall mean that portion of the volumes tendered for transportation to Western at a Receipt Point that Western shall retain as compensation for fuel use, lost gas, and unaccounted for gas.
- 1.25 Sales Rate Schedules - The term "Sales Rate Schedules" shall mean Western's GSS Rate Schedules, as contained in this Tariff. All gas sales service provided by Western pursuant to these Sales Rate Schedules shall be unbundled sales service as required by Part 284 of the Commission's Regulations.
- 1.26 Service Agreement - The term "Service Agreement" shall mean a fully executed service agreement, pursuant to the forms of service agreements included in this Tariff, for service under any of the Sales Rate Schedules or Transportation Rate Schedules.
- 1.27 Service Year - The term "Service Year" shall mean a 12 month period beginning at 12:01 AM on January 1 and continuing to 12:01 A.M. on January 1 of the succeeding year.
- 1.28 Shipper - The term "Shipper" shall mean any of Western's customers authorized to receive transportation service under any of the Transportation Rate Schedules pursuant to an Executed Service Agreement.
- 1.29 Tariff - The term "Tariff" shall mean Western's currently effective FERC Gas Tariff, which is comprised of Fourth Revised Volume No. 1 and Original Volume No. 2, or any superseding tariff.
- 1.30 Transportation Rate Schedules - The term "Transportation Rate Schedules" shall mean Western's FT-N, RCS and IT-N Rate Schedules.
- 1.31 Western - The term "Western" shall mean Western Gas Interstate Company.

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Superseding: ORIGINAL SHEET NO. 204

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2. ACCOUNTING:

- 2.1 Western shall maintain books of account in accordance with the requirements of the Commission applicable to Western and, to the extent not inconsistent with such requirements, in accordance with generally accepted accounting principles.
- 2.2 Account numbers specified herein are those provided for in the Uniform System of Accounts Prescribed for Natural Gas Companies by the Commission, as in effect at January 1, 1984 ("Uniform System of Accounts"). In the event that the Uniform System of Accounts is, after such date, renumbered, replaced, supplemented, amended, modified or revised, the accounts, categories of such accounts, and the description thereof referred to herein shall be deemed to refer to the corresponding accounts in such renumbered, replaced, supplemented, amended, modified or revised Uniform System of Accounts.

3. MEASUREMENT:

- 3.1 Unit - The unit of gas for all purposes hereunder shall be one dekatherm ("Dth") of gas measured as provided below.
- 3.2 Quantity and Heating Value Determination - The quantity and heating value of gas delivered and received pursuant to executed service agreements under any rate schedules shall be determined as follows:
 - (a) The unit of volume for the purpose of measurement shall be one cubic foot of gas at 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.

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- (b) The average absolute atmospheric pressure shall be assumed to be thirteen (13.0) pounds to the square inch, irrespective of actual elevation or location of the Delivery Point or Receipt Point above sea level or variations in such atmospheric pressure from time to time.
- (c) The temperature of the gas passing the meters when necessary for computing gas quantities, shall be determined for any day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. The arithmetic average of the temperature recorded each day shall be used in computing gas quantity, or instantaneous temperature measurements may be applied to metering instruments for quantity computation, or an assumed temperature of 60 degrees Fahrenheit may be used.
- (d) The specific gravity of the gas delivered shall, be determined by the use of spot tests with an instrument of standard manufacture acceptable in the industry. The specific gravity of the gas delivered shall be determined with such reasonable frequency as is found expedient in practice but not less frequently than once each six months.
- (e) The deviation of the gas from Ideal Gas Laws shall be calculated according to the recommendations of the American Gas Association in the Measurement Committee Report, No. 3 entitled "Orifice Metering of Natural Gas, April 1955," as may be amended or modified from time to time, or any other method or methods mutually agreed upon.
- (f) The heating value shall be determined by using a suitably located acceptable calorimeter, or calculation from fractional analysis, or methods outlined in A.G.A. Gas Measurement Committee Report No. 5, as may be amended or modified from time to time, or other mutually accepted methods.

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(g) The Dth delivered shall be calculated by multiplying the Mcf Delivered by a fraction the numerator of which is the Heat Content and the denominator of which is 1,000.

3.3 Each test provided in this section shall be used in the computation for the measurement of receipts and deliveries until the next succeeding test.

3.4 The cutoff for the closing of measurement is 5 business days after the business month.

4. MEASUREMENT EQUIPMENT:

4.1 Installation and Operation by Western - Western shall install, maintain and operate, at its own expense, at or near each Delivery Point and Receipt Point, a measuring station properly equipped with meters and other necessary equipment by which the quantity of gas delivered to Western or to Buyer or Shipper, as the case may be, shall be measured. The quantity of gas received or delivered hereunder shall be measured in accordance with Section 3.2 and with the published recommendations of the American Gas Association as amended or superseded from time to time. Where Buyer and Western so agree, Buyer, at the request of Western, will change the charts on the meters at the Receipt Point(s) and Delivery Point(s) daily or so frequently as requested and send them promptly by mail to Western without charges or cost to Western.

4.2 Calibration, Test of and Access to Meters - Buyer or Shipper shall have the right to have representatives present at the time of any installing, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with Western's measuring equipment used in the measurement of receipts or deliveries of gas. The accuracy of Western's measuring equipment may be verified by Western at reasonable intervals but not more frequently than once in any thirty (30) day period. In the event either party shall notify the other that it desires a special test of Western's measuring equipment or Buyer or Shipper's check measuring equipment, as the case

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may be, the parties shall cooperate to secure prompt verification of the accuracy of such equipment. Each party shall give to the other party sufficient advance notice of the time of all such special tests so that the other party may conveniently have its representatives present.

- 4.3 Check Measuring Equipment - Buyer or Shipper may install, maintain and operate at its own expense, at or near each Receipt Point and Delivery Point, such check measuring equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any of Western's measuring equipment. Whenever any point of delivery provided for is on the premises of Western, Western grants to Buyer or Shipper the right of free use and ingress removal of such check measuring equipment. In the event check measuring equipment is installed by Buyer or Shipper Western shall have access to the same at all reasonable times, but the reading, calibration and adjusting thereof and the changing of charts shall be the responsibility of Buyer's or Shipper. Western shall have the right to have representatives present at the time Buyer or Shipper installs, repairs, test or calibrates any such check measuring equipment.

5. RECORDS:

- 5.1 Charts and Records - Upon request of either party, the other shall submit the records and charts from Western's or Buyer's or Shipper's measuring equipment, as the case may be, used in the measurement and billing of gas hereunder, together with calculations therefrom, for inspection and verification, subject to return within ninety (90) days after receipt.
- 5.2 Retention of Records - Buyer or Shipper and Western respectively, shall preserve all test data, charts and other required data pertaining to the measurement of gas by their respective

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measurement equipment for a period of three (3) years or such other period or periods as may be prescribed with respect to them by regulatory bodies having jurisdiction.

6. METERING ERRORS:

6.1 Correction of Metering Errors - (a) If, upon test, Western's measuring equipment is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. Errors exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow for the period since the last preceding test will be corrected. Previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon. If the period is not known or agreed upon, the correction shall be made for a period of one-half of the time elapsed since the last test but shall not exceed sixteen (16) days.

(b) Measurement data corrections will be processed within 6 months of the production month with a 3 month rebuttal period. This standard will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

GENERAL TERMS AND CONDITIONS
(continued)

- 6.2 Failure of Meters - In the event a meter is out of service or registering inaccurately, the volume of gas 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 (a)
 - (b) By correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculations; or in the absence of both (a) and (b), then
 - (c) By estimating the quantity of delivery during a period under similar conditions when the meter was registering accurately.
- 6.3 Measurement Prior Period Adjustments - (a) For treatment of measurement prior period adjustments, the adjustment will be treated by taking it back to the production month. A meter adjustment becomes a prior period adjustment after the fifth business day following the business month. Measurement prior period adjustments will be reported with the restated line item with the new total quantity for the day and the month.
- (b) Missing or late measurement data will be estimated and actual measurement data will be treated as a prior period adjustment, with the measuring party to provide the estimate.

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7. QUALITY:

- 7.1 The provisions set forth in this Section 7.1, shall apply to all gas delivered by Western under this Tariff.
- (a) Heat Content - The natural gas shall have a Heat Content of not less than nine hundred and fifty (950) BTUs per cubic foot.
 - (b) Freedom from Objectionable Matter - The natural gas delivered by Western under this Tariff shall be commercially free (at prevailing pressure and temperature in Western's pipeline) from dust, or other solid or liquid matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other facilities through which it flows; and shall not contain more than twenty grains of total sulphur nor more than one grain of hydrogen sulphide per one hundred cubic feet.
- 7.2 Failure to Conform to Quality Specifications - If the gas offered for delivery by Western shall fail at any time to conform to any of the specifications set forth in Section 7.1, then Buyer or Shipper shall notify Western of such deficiency and thereupon may at Buyer's or Shipper's option refuse to accept delivery pending correction by Western.
- 7.3 Unless otherwise provided in the Service Agreement or applicable Rate Schedule, the provisions set forth in this Section 7.3 shall apply to all gas delivered to Western by Shipper.
- (a) all gas shall have a total heating value of not less than one thousand (1,000) BTUs per cubic foot, and not more than eleven hundred BTUs per cubic foot;
 - (b) all gas shall be commercially free (at prevailing pressure and temperature in Western's pipeline) from, dust, hydrocarbon

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liquids, water, any other substance that might become separated from the gas in Western's facilities, and Shipper shall furnish, install, maintain and operate such drips, separators, heaters, and other mechanical devices as may be necessary to effect compliance with such requirements (after having secured the prior approval of Western as to the design and construction of such facilities, which approval shall not be unreasonably withheld);

- (c) all gas shall not contain more than five grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet;
- (d) not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Shipper shall make every reasonable effort to keep the gas free of oxygen;
- (e) not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume;
- (f) have a temperature of not more than one hundred twenty degrees (120 degrees) Fahrenheit, and not less than fifty (50 degrees) Fahrenheit;
- (g) have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

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- 7.4 The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Section 7.3 shall be approved by Western prior to such facilities being placed in service.
- 7.5 Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.
- 7.6 As to gas which fails to meet the quality specifications set out in Section 7.3, or, if applicable, the quality specifications set out in the Service Agreement or applicable Rate Schedule, Western shall have the right to refuse to accept delivery of such gas, and in the event Shipper does not correct the quality deficiency within a reasonable period of time, Western may terminate the applicable Service Agreement as to the deficient gas.
- 7.7 Notwithstanding the exercise by Western of the options in Section 7.6 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Western's election under Section 7.6 above, Shipper shall reimburse Western for all expenses incurred in repairing damages to Western's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Section 7.3.
- 7.8 Western shall have the right to collect from all Shippers delivering gas to Western at a common Receipt Point their pro rata share, based on each Shipper's MDQ at such Receipt Point, of the cost of any additional gas analysis and quality control equipment which Western, and the Shipper agree is required to be installed at such Receipt Point to monitor the quality of gas delivered.

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- 7.9 Separation, Dehydration and Processing - Western at its reasonable discretion may require that some of or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons necessary to bring the gas to the quality specifications contained in Section 7.3 prior to delivery to Western or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on or connected to Western's system. In the event separation and dehydration and/or processing is to occur after delivery of transportation gas to Western, Western and Shipper shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.
- 7.10 Odorization - As between Western, Buyer, and Shipper, Western shall have no obligation whatsoever to odorize the natural gas delivered, nor to maintain any odorant levels in such natural gas. Notwithstanding Section 25 herein Buyer and Shipper agree to indemnify and hold harmless Western, its officers, agents, employees, and contractors against any liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Buyer, Shipper or by any person, association, or entity, public or private, that is not a party to the Service Agreement, where such liability, loss, or damage is suffered by Western, its officers, agents, employers, and/or contractors as a direct or indirect result of any actual or alleged act or omission of any nature by Buyer or shipper to odorize the natural gas delivered under the Service Agreement or to monitor any odorant levels in such natural gas.

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(continued)

8. BILLING:

- 8.1 Billing - On or before the ninth (9th) business day after the end of the production month, Western shall mail, first class postage prepaid, to Buyer or Shipper an invoice for all natural gas delivered and gas service furnished to Buyer or Shipper during the Billing Month or any other such billing period agreed to by the parties. When information necessary for billing purposes is in control of Buyer or Shipper or others acting on behalf of Buyer or Shipper, Buyer or Shipper shall furnish such information to Western on or before the fifth day of the month following service. The standardized billing unit on all invoices will be dekatherms (Dth).
- 8.2 The imbalance statement will be rendered prior to or with the invoice, and the transportation invoice will be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site.
- 8.3 Examination of Records - Both Western and Buyer or Shipper or their authorized representatives shall have the right to examine, at reasonable times, in Western's general office, books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions hereof. Western, Buyer and Shipper shall preserve all such books, records, and charts or copies thereof for a period of at least three (3) years.

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- 8.4 Correction of Billing Errors - In the event an error is discovered in the amount billed in any statement rendered by Western, such error shall be adjusted within three (3) months of the claim therefore, provided that claim therefore shall have been made within six (6) months from the date of the initial transportation invoice and 7 months from the date of initial sales invoice, excluding government-required rate changes. This standard will not apply in the case of deliberate omission or misrepresentation or mutual mistakes of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

Western will indicate the paid amount on prior period adjustments on Buyer's or Shipper's statement of account. The statement of account is separate from the invoice as a transaction type.

- 8.5 Billing Disputes - If Buyer or Shipper disputes the amount due under any bill, the Buyer or Shipper shall provide notice to Western of such disagreement by providing detailed calculations supporting the disputed amount and the basis for the dispute and the amount paid on or before the twenty-fifth (25th) day of the month during which the bill is due. If an invoice is in dispute, Buyer or Shipper must pay the portion not in dispute.

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9. PAYMENT:

- 9.1 Payment - In U.S. funds, on or before the twenty-fifth (25th) day of each month, Buyer or Shipper shall pay Western, at Western's general office, or at Western's option, by wire transfer or to a bank designated by Western, the amount due from Buyer or Shipper for the preceding month as billed by Western.

The party making payment must submit supporting documentation, including but not limited to identification of the invoice number(s) on all payments. Western will apply the payment in accordance with the supporting documentation provided by the paying party. If the payment amount differs from the invoiced amount, the party making payment must submit to Western remittance detail with the payment.

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- 9.2 Unpaid Amounts - Should Buyer or Shipper fail to pay the amount of any bill for gas delivered, as herein provided, when such amount is due, interest on the unpaid amount shall accrue at the rate and in the manner provided by the Commission's Regulations, Section 154.67(c)(2)(iii)(A) and (B) from the due date until the date of payment. If such failure to pay continues for thirty days after payment is due, Western, in addition to any other remedy it may have, may, after obtaining any requisite authorization, suspend further delivery of gas until such amount is paid; provided, however, that if Buyer or Shipper, in good faith, shall dispute the amount of such bill or part thereof and shall pay to Western such amount not in dispute and at any time thereafter, within thirty days of a demand made by Western, shall furnish a good and sufficient surety bond, in amount and with sureties satisfactory to Western, conditional upon the payment of any amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Western shall not be entitled to suspend further delivery of gas for reason of nonpayment unless and until default be made in the conditions of such bond.
- 9.3 Extension of Time of Payment - If mailing of a bill by Western is delayed after the twentieth (20th) day of the month, then the time of payment shall be extended by one (1) day for each day that the mailing is delayed unless Buyer or Shipper is responsible for such delay.

10. CREDITWORTHINESS:

Western shall not be required to perform or, subject to the receipt of any necessary regulatory authorization, to continue service on behalf of any Buyer or Shipper who is or has become insolvent or who, at Western's request, fails within a reasonable period to demonstrate creditworthiness, provided, however, such Buyer or Shipper may receive service if it prepaays all charges for such service or furnishes good and

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sufficient security, as determined by Western in its reasonable discretion, in an amount up to the cost of performing the service requested by Buyer or Shipper for a three month period. For purposes herein, the insolvency of a Buyer or Shipper shall be evidenced by the filing by Buyer or Shipper or any parent entity thereof (hereinafter collectively referred to as "the Buyer or Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Buyer or Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Buyer or Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Buyer or Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

For purposes herein the creditworthiness of Buyer or Shipper shall be determined by Western upon its review of Buyer's or Shipper's most recent financial statement, annual report, or Form 10-K. Buyer or Shipper must as a minimum, meet the following criteria for purposes of this Section 10:

- (a) Buyer or Shipper must not be operating under any chapter of the bankruptcy laws, and must not be subject to liquidation or debt reduction procedures under state laws; and
- (b) Buyer or Shipper must be able to provide Western with at least one acceptable bank reference and two acceptable trade references or an acceptable report from a national credit bureau, which, upon verification by Western, will demonstrate that Buyer's or Shipper's obligations are being paid on a current or reasonably prompt basis.

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11. RECEIPT AND DELIVERY:

- 11.1 Sales Delivery - The delivery points for sales service to Buyer shall be at the wellhead, mainline receipt point, or any other point upstream of Western's mainline receipt points as set forth in the executed Service Agreement; and as required by Part 284 of the Commission's Regulations.
- 11.2 Pressure - Deliveries to Western and deliveries to Buyer or Shipper shall be made by Buyer or Shipper and Western respectively, at the point or points where Western's facilities, or the facilities of Western's agent, interconnect with Buyer or Shipper's facilities at the delivery pressure obligation at such point stated in the executed Service Agreement.
- 11.3 Transportation Receipt and Delivery - The Receipt Points and Delivery Points at which Western shall receive and deliver transportation gas shall be those set forth in the executed Service Agreement for transportation service hereunder. For each Receipt Point and Delivery Point identified in the Service Agreement there shall be identified a Maximum Daily Quantity (MDQ) which shall be the maximum quantity that Western is obligated to receive or deliver.
- 11.4 Third Party Facilities - Shipper shall make any necessary arrangements with other parties so as to be able to deliver gas to Western at the Receipt Point(s) and to receive gas at the Delivery Point(s) where Western delivers gas after transportation; provided, however, that such arrangements shall be compatible with the operating conditions of Western's pipeline system and shall provide for coordinated dispatching and balancing with Western including confirmation of scheduled deliveries and receipts to or for the account of Shipper.

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11.5 Determination of Receipts and Deliveries - Unless Shipper and Western mutually agree otherwise, the quantities of gas delivered by Western to or for the account of Shipper during each month under the Rate Schedules FT-N and RCS shall be considered the first gas through the meter; deliveries under Rate Schedule IT-N shall be considered the second gas through the meter. In the event that gas tendered by Shipper to Western for transportation, or gas delivered by Western to or for the account of Shipper after transportation, is commingled with other gas at the Receipt Point(s) or Delivery Point(s), then the transportation quantities of gas received or delivered to or for the account of Shipper shall be that quantity of gas scheduled by Western for delivery.

12. POSSESSION OF GAS AND RESPONSIBILITY:

12.1 Gas Sales Service - As between Western and Buyer, Western shall be in control and possession of the gas and responsible for any damage or injury caused thereby until the same shall have been delivered to Buyer at the Delivery Points, after which Buyer or Shipper shall be deemed to be in control and possession thereof and responsible for any injury or damage caused thereby.

12.2 Transportation Service - As between Western and Shipper, Western shall be deemed to be in control and possession of the gas from the time it is delivered to Western at the Receipt Point(s) until it is redelivered to Shipper at the Delivery Point(s), and Shipper shall be deemed to be in control and possession of the gas at all other times. The party which is in possession and control of the gas shall be responsible for all injury or damage caused thereby.

13. WARRANTY OF TITLE:

13.1 Gas Sales Service - Western warrants that it will at the time of delivery have good title to all gas delivered by it pursuant to the Sales Rate

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Schedules, free and clear of all liens, encumbrances and claims whatsoever, that it will at such time of delivery have good right and title to sell said gas as aforesaid, and that it will indemnify Buyer 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, which are applicable before the title to the gas passes to Buyer or Shipper. In the event any adverse claim of any character whatsoever is asserted against Buyer in respect to any of said gas, Buyer or Shipper may retain the purchase price thereof up to the amount of such claim against it without interest until such claim has been finally determined, as security for the performance of Western's obligations with respect to such claims under this Section 13.1, or until Western shall have furnished bond to Buyer, in the amount of such claim and with sureties satisfactory to Buyer conditioned for the protection of Buyer or Shipper with respect to such claim.

- 13.2 Transportation Service - This Section 13.2 shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or transportation Service Agreement. Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas for transportation hereunder, good title or the good right to deliver the gas. Western warrants for itself, its successors and assigns, that the gas it delivers hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that it will have at such time of delivery good title or the good right to deliver the gas. Buyer or Shipper and Western represent and warrant that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the

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other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Western shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond in such amount and with sureties satisfactory to Western conditioned for the protection of Western with respect to such question or action. Title to gas delivered for Retention Quantities shall pass to Western at the Receipt Point(s) and title to all other gas received by Western at the Receipt Point(s) shall not pass to Western.

14. FORCE MAJEURE:

14.1 Neither Western nor Buyer nor Shipper 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, temporary failure of gas supply, failure or refusal of third-party transporters to transport, the binding order of any court or governmental authority, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the one claiming suspension and which by the exercise of due diligence it is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered a matter within the control of the party claiming suspension.

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14.2 Such causes or contingencies affecting performance shall not relieve Western or Buyer or Shipper of liability in the event of failure of either to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes and contingencies relieve either from its obligation to make payments of amounts then due hereunder.

15. PRIORITY OF SERVICE, CAPACITY ALLOCATION AND CURTAILMENT:

15.1 Right of Western to Serve Others - Nothing in these General Terms and Conditions, this FERC Gas Tariff, any Rate Schedule, or any Service Agreement executed by Western and Buyer or Shipper shall in any way abridge the right of Western to sell, receive, transport or deliver natural gas to or for others. In providing service to others, Western shall not unreasonably discriminate against existing or future Buyers or Shippers.

15.2 General - It is recognized that Western's capacity may be limited on a system-wide basis or on a segment-by-segment basis. The allocation procedures and priorities set forth in Section 15 shall apply to both system-wide and segment-by-segment limitations or curtailments, insofar as is possible.

15.3 Notice of Curtailment - Western shall give Buyer or Shipper a minimum of two hours notice of curtailment except in the case of an emergency. In case of emergency, Western shall give Buyer or Shipper such notice as circumstances permit.

15.4 Operations Curtailment - Western may discontinue or curtail receipts or deliveries of gas at any time if required in Western's judgment by weather or the necessity for repairs, operating changes or events of Force Majeure, as hereinabove defined, other than capacity shortages as specified in Section 15.6, upon such notice as is reasonable under the circumstances. In any such curtailment, quantities of gas deliverable under the Sales Rate

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Schedules or Transportation Rate Schedules by Western to Buyer or Shipper on a firm basis shall take priority over quantities of gas deliverable by Western to Buyer or Shipper on an interruptible basis. Firm transportation service will be curtailed on a pro rata basis regardless of whether the shipper is using primary or alternate points. Western and Buyer or Shipper shall operate their systems so as to provide protection to domestic and commercial consumers being served on a firm basis under Sales Rate Schedules or Transportation Rate Schedules. So far as operating conditions will permit, available natural gas shall be dispatched in accordance with the aforementioned priority and operating guideline, in as equitable a manner as possible.

- 15.5 Curtailment Over-Run Penalty - If, during any curtailment which Western does not terminate prior to its originally announced expiration date, Buyer or Shipper takes, without Western's advance approval, a quantity of natural gas in excess of the curtailment quantity allocated to such Buyer or Shipper, said quantity shall constitute a Curtailment Over-Run quantity; provided however, that no gas delivered at any point where Western has complete and unrestricted control of gas deliveries shall be considered a Curtailment Over-Run quantity. If Shipper or Buyer does not correct the excess takes within 48 hours of notice by Western thereto of such excess takes, for each Dth of such Curtailment Over-Run quantity taken by such Buyer or Shipper, that Buyer or Shipper shall pay to Western a penalty of ten dollars (\$10.00); provided, however, that Western shall have the right, without the obligation, to waive any penalty for a Curtailment Over-Run quantity under this Section 15.5, to the extent that such a waiver is not unduly discriminatory if for the period for which the penalty was incurred, deliveries to Western's other Buyers or Shippers were not adversely affected by the taking of such Curtailment Over-Run quantity and if Western's pipeline operations were not impaired thereby. The payment of a penalty for a Curtailment Over-Run shall not under any circumstances be

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considered as giving any such customer the right to take any Curtailment Over-Run quantity; nor shall such payment be considered as a substitute for any other remedies available to Western or other Buyer or Shipper against the offending Buyer or Shipper for failure to adhere to its obligations under the provisions of this Section 15.

15.6 Allocation of Capacity

- (a) Firm Capacity - Shippers receiving firm transportation services, when operating within the primary receipt and delivery limitations of their executed Service Agreements, shall have superior right to service over all interruptible services.
 - (1) Primary Receipt and Delivery Point Capacity - When capacity available to be scheduled for use among firm Shippers is less than the quantity nominated and confirmed at a Primary Receipt Point or Delivery Point, the capacity available for such firm services at the each affected Point shall be prorated among firm Shippers of firm services scheduled:
 - (i) on the first of a month such that the quantity available to be scheduled for a given Shipper is the lesser of (I) that Shipper's confirmed nomination or (II) the operational capacity of the Point multiplied by the quotient of that Shipper's MDTQ and the sum of the MDTQs of each Shipper who nominated firm service at the affected Point; and

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- (ii) after commencement of a month, based upon flowing gas quantities at the affected Receipt Point(s) and Delivery Point(s) scheduled for firm service over the previous Day and nominated for the ensuing Day(s).
- (2) Alternate Receipt and Delivery Point Capacity - When capacity available to be scheduled for use among firm Shippers is less than the quantity nominated and confirmed at an Alternate Receipt Point or Delivery Point, the capacity available for such firm service at each affected Point shall be made available first to firm Shippers whose Primary Receipt or Delivery Point is within the same transportation path as the Alternate Point, and shall then be prorated among other firm Shippers based upon quantities nominated for firm service at the affected Receipt Point(s) and Delivery Point(s) for that Day.
- (3) Mainline Capacity - When mainline capacity available to be scheduled for use among firm Shippers is less than the quantity nominated and confirmed, the mainline capacity available for such firm service shall be prorated among firm Shippers such that the quantity available to be scheduled for a given Shipper is the lesser of (i) that Shipper's confirmed nomination and (ii) the operational mainline capacity multiplied by the quotient of that Shipper's MDTQ, and the sum of the MDTQs of each Shipper who nominated affected firm service. Western agrees to offer to enter into contracts to provide firm service on a first-come, first-served basis but only up to the prudent operating limits of its system.
- (4) Production and Gathering Capacity - When production and gathering line capacity available to be scheduled for use among firm Buyers and Shippers is less than the quantity nominated and confirmed,

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the production and gathering line capacity available for such firm services shall be prorated among firm Buyers and Shippers such that the quantity available to be scheduled for a given Buyer or Shipper is the lesser of (i) that Buyer's or Shipper's confirmed nomination and (ii) the operational production and gathering line capacity multiplied by the quotient of that Buyer's or Shipper's MDTQ or MDCQ, as the case may be, and the sum of the MDTQs and MDCQs of each Buyer and Shipper who nominated affected firm service.

- (b) Interruptible Capacity - Interruptible transportation shall be offered on the basis of price. When capacity available to be scheduled for use by interruptible shippers is less than the quantity nominated and confirmed, capacity available for such interruptible transportation shall be scheduled first for the Shipper paying the highest rate. Capacity will be prorated among interruptible Shippers that are paying equal rates based on quantities nominated at the affected Receipt Point(s) and Delivery Point(s), or mainline segment, or production and gathering line, as the case may be.
- (c) Discounted Capacity - Western reserves the right, on five days notice, to interrupt service to an interruptible Shipper paying less than the maximum rate Western is entitled to charge for such service in order to enable Western to provide service to another Shipper if such service would result in a higher unit rate, excluding Retention Quantities, to Western. The Shipper so affected may avoid such interruption by immediately agreeing to pay such higher rate.

A shipper paying a discounted rate at a point may request Western to retain the discount at secondary points if it releases its capacity, or uses its flexible receipt and delivery point rights to move gas to another point at which Western is offering discounts for firm or interruptible transportation service. Any such request received by Western before 4:00 pm on any Business Day shall be granted unless Western notifies the shipper within two hours of its receipt of the request that the secondary point transaction is not similarly situated to the transactions receiving the discount. Requests received after 4:00 pm on any Business Day will be acted on by 8:30 am Central Clock Time on the next Business Day. Western shall bear the burden of justifying the denial of the discount.

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- (d) Extension of Service - A Shipper receiving service under the Transportation Rate Schedules shall not lose its capacity priority for purposes of this Section 15 by the renewal or extension of the term of that service; provided, however any renewal or extension must be pursuant to a rollover or evergreen provision of the executed Service Agreement.
- (e) Addition of Receipt and Delivery Points - A Shipper receiving service under the Transportation Rate Schedules shall not lose its priority in utilization of Western's mainline capacity for that service by adding or changing Receipt Points or Delivery Points applicable to that service; provided, however, a Shipper receiving firm transportation service shall not have priority for service from a new Receipt Point or Delivery Point over a pre-existing firm transportation Shipper receiving service from that point, and a Shipper receiving interruptible transportation service shall not have priority for service at a new Receipt Point or Delivery Point over a pre-existing interruptible transportation Shipper receiving service from that point. At all times, a Shipper receiving firm transportation has priority over a Shipper receiving interruptible transportation at new Receipt or Delivery Points. A Shipper's pre-existing priority shall not apply, however, to any increase in that Shipper's transportation quantity.
- (f) Flexible Receipt and Delivery Points - Any Shipper that has a firm transportation Service Agreement pursuant to the firm Transportation Rate Schedules FT-N and RCS has the right to add or change primary Receipt and Delivery Points and to add Alternate Receipt and Delivery Points to such Service Agreement, subject to the following conditions:

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- (i) service at the Alternate Receipt and Delivery Points shall not reduce service to any other firm Shipper receiving service at those points as Primary Receipt and Delivery Points, or reduce service to any firm Shipper receiving service at its Primary Delivery Point(s) downstream from the Alternate Delivery Point(s);
 - (ii) Shipper has submitted a request to Western to add the Alternate Receipt and Delivery Points in accordance with the procedures set forth in this FERC Gas Tariff;
 - (iii) Shipper's utilization of Alternate Receipt and Delivery Points shall not work to increase Shipper's MDQ or MDT as specified in the Service Agreement; and
- (g) Allocation disputes - The time limitation for disputes of allocations is 6 months from the date of the initial month-end allocation with a 3-month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

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16. RIGHT-OF-WAY AND RURAL MAIN LINE TAP CONSUMERS:

For measurement of gas delivered by Western to Shipper for resale or redelivery to right-of-way consumers and rural main line tap consumers, Shipper shall install, maintain and operate at Shipper's own expense, adjacent to Western's pipeline, the meters, high and low pressure regulators and other equipment required.

Notwithstanding the other provisions of these General Terms and Conditions and unless other operating arrangements mutually agreeable to Shipper and Western

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are employed, the following arrangements shall apply to deliveries of gas by Western to Shipper for resale or redelivery to right-of-way consumers as well as to deliveries of gas by Western to Shipper for resale or redelivery to rural main line tap consumers where, pursuant to the immediately preceding paragraph, Shipper installs meters, high and low pressure regulators and other equipment.

Shipper will service all equipment installed by it and the consumers served by use thereof including handling of all complaints and/or service calls. The reading of said meters shall be performed by the party most conveniently able to do so as mutually agreed upon by Western and Shipper. If the meters are read by Shipper, then Shipper shall furnish a copy of the meter readings to the Western, all without expense to the Western; provided, however, that Western shall have the right to read said meters at any reasonable time upon giving notice to Shipper. All pipe, meters and other equipment shall remain the property of the person or entity paying for same. Shipper at its own expense will from time to time check the accuracy of the meters measuring said gas and shall give the Western reasonable notice in writing of its intention to do so. The provisions of Sections 3 and 4 of these General Terms and Conditions shall apply to the accuracy of Shipper's measuring equipment. Western may at its option have a representative present at such test.

17. SCHEDULING OF RECEIPTS AND DELIVERIES:

17.1 Shipper shall nominate transportation on Western's system in accordance with the nomination procedures set forth in Section 19 of this tariff. Shipper shall then cause the operator controlling the delivery and receipt of the nominated gas at each Receipt Point and Delivery Point, respectively, to confirm to Western's dispatchers

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the availability of the nominated gas, or portion thereof, and Western's gas dispatchers will then schedule the such confirmed quantity of natural gas for receipt and delivery. Shipper shall cause the operator(s) to deliver and receive the confirmed quantity of natural gas, as may be adjusted, and Western shall receive and deliver the appropriate quantity of natural gas, after reductions, as identified in the applicable rate schedule and/or executed Service Agreement.

17.2 Operating conditions may, from time to time, cause a temporary and unintentional imbalance between the total Dth of natural gas that Western is scheduled to receive under the executed Service Agreement and the quantities of natural gas that Western delivers under the executed Service Agreement. Shipper shall schedule make-up gas attributable to imbalances when Western, in its reasonable discretion, determines that it can practicably receive or deliver such imbalance.

17.3 Western shall schedule all quantities of gas in sequence as follows:

- (a) First, among Western's firm Shippers utilizing Primary Receipt and Delivery Points unless curtailment is required, as provided by Section 15 of these General Terms and Conditions;
- (b) Second, among Western's firm Shippers utilizing Alternate Receipt and/or Delivery Points, unless curtailment is required as provided by Section 15 of these General Terms and Conditions; and
- (c) Third, among Western's interruptible Shippers on the basis of price. The interruptible Shipper paying the highest rate, no exceeding the maximum applicable rate, will receive the highest priority. Interruptible Shippers paying the same rate will be given equal priority, unless curtailment is required as set forth in Section 15 of these General Terms and conditions.

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- 17.4 If, on any Day, Western determines that the capacity of its mainline system, or any portion thereof, is insufficient to serve all transportation requirements which are or would otherwise be scheduled to receive service on such Day, capacity which requires allocation shall be allocated in a manner which results in curtailment of capacity as provided in Section 15 of the General Terms and Conditions.
- 17.5 If, after the commencement of service in any given month, Western finds that there exists on its system, or any portion thereof, capacity in excess of that required for gas scheduled, Western may announce on its Internet Web site or other means the availability of such capacity. Upon such announcement, Western shall allocate such excess capacity to Shippers that submit a request in sequence as follows:
- (a) First, among firm transportation Shippers;
 - (b) Second, among interruptible transportation Shippers who nominated natural gas for transportation in accordance with Section 19, and who failed to receive their nominated quantities because of capacity constraints on Western's system. Capacity shall be allocated first-come, first-served to any such Shippers based on the date that Western receives a revised Nomination; and
 - (c) Third, to and among all other interruptible transportation Shippers who submit a Nomination on the basis of price.

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- 17.6 Western shall have the right not to accept, for the account of Shipper, from any Receipt Point, a quantity of gas that is less than fifteen (15) Dth per day, so as to avoid measurement problems relative to small volumes and disproportionate administrative burdens.
- 17.7 Daily operational allocations after the gas has flowed will be reported within one business day after the end of the gas day. If the best available data for reporting daily operational allocations is the scheduled quantity, that quantity will be used for the daily operational allocation.

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18. SALES OPERATING PROVISIONS AND NOMINATIONS:

18.1 Nominations and Other Information - Upon request of Western, a Buyer shall submit Nominations of the daily, monthly and annual quantities of gas required hereunder, including peak day requirements, together with such other operating data as Western may require in order to schedule its daily, monthly and seasonal operations including its deliveries to Buyer, and to meet its system requirements and obligations.

19. TRANSPORTATION OPERATING PROVISIONS AND NOMINATIONS:

19.1 Nomination Procedures

(a) Each Nomination shall contain (1) the Buyer's or Shipper's name, (2) the Buyer's or Shipper's Service Agreement Number, (3) the telephone number and name of Buyer's or Shipper's contact person, (4) the date the Nomination is submitted, (5) the begin and end dates, (6) the Meter Number, or name of each Delivery Point to be used, (7) the quantity of gas requested to be scheduled to be delivered by Western at each Delivery Point, (8) the name and telephone number of the operator immediately downstream of each Delivery Point, (9) the signature of a person authorized to Nominate for Buyer or Shipper; and additionally, in the case of transportation quantities, (10) the name and meter number of each Receipt Point to be used, (11) the quantity of gas requested to be scheduled to be received by Western at each Receipt Point, (12) a Receipt Point, Delivery Point allocation of the gas to be received and delivered, (13) the name and telephone number of the operator of the facilities immediately upstream of each Receipt Point, (14) the Seller of the gas to be received, and (15) if the gas is not for a local distribution company's or interstate pipeline's system supply, the ultimate end-user of the gas.

GENERAL TERMS AND CONDITIONS
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- (b) The Timely Nomination Cycle shall be as follows: 11:30 am for nominations leaving the control of the nominating party; 11:45 am for receipt of nominations by the transporter (including from Title Transfer Tracking Service Providers (TTTSPs); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Western from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).

In addition to making scheduled quantities information available by 4:30 pm, at the end of each day, Western will make available to shippers information containing scheduled quantities, including scheduled intra-day nominations and any other scheduling changes.

- (c) The Evening Nomination Cycle shall be as follows: 6:00 pm for nominations leaving control of the nominating party; 6:15 for receipt of nominations by the transporter (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Western from upstream and downstream connected parties; 10:00 pm for Transportation Service Provider to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another shipper to receive notice that it is being bumped shall be effective at 9:00 am on gas day; and when an Evening Nomination causes another shipper to receive notice that it is being bumped, the scheduled quantities shall be effective at 9:00 am on gas day.

- (d) Nominations received after the nomination deadline will be scheduled after nominations received before the nomination deadline.
- (e) Shipper must adhere to the nomination, confirmation and scheduling deadlines, except that Western may waive the deadlines.
- (f) All nominations, excluding intra-day nominations shall have roll-over options. Shippers have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract.
- (g) Confirmations -- Western will initiate confirmation. Shipper may relieve Western of its obligation to send a confirmation to Shipper.
- (h) At a receipt or delivery point, the lesser of rule (confirmed or nominated flow) applies when confirming. If no communication is received, the lesser of the new nomination or previously scheduled quantity applies.
- (i) Overrun quantities should be requested on a separate transaction.

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Substitute First Revised Sheet No. 230B Substitute First Revised Sheet No. 230B : Effective
Superseding: First Revised Sheet No. 230B

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- 19.2 Nominating a Change In Service - For purposes of scheduling any change in transportation service, Shipper will provide a Nomination indicating the changes to be made to the service and the date the revised service is to commence. Except in instances of Force Majeure or change in service necessitated by an inaccurate weather forecast, no change in service will commence unless or until Western has received

GENERAL TERMS AND CONDITIONS
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the Nomination and the Shipper has been advised by Western's gas dispatchers that the revised service, as in Section 19.1, is scheduled to commence. Shipper shall advise Western as soon as possible with respect to any Force Majeure or adverse weather conditions affecting its service.

- 19.3 Intra-day nominations - Shippers are permitted to make intra-day nominations. An intra-day nomination is defined as a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day. Intra-day nominations may be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.

Except where specified in other North American Energy Standards Board ("NAESB") standards, all nomination procedures that apply to intra-day nominations, including the process (excluding timelines) of quick response, confirming with upstream and downstream parties and scheduling.

Intra-day nominations do not roll-over (i.e. intra-day nominations span one day only). Intra-day nominations do not replace the remainder of the standing nomination. There is no need to re-nominate if the intra-day nomination modifies the existing nomination.

The Intraday Nomination Cycles shall be as follows:

- (a) Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by the transporter (including from TTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Western from upstream and downstream connected parties; 2:00 pm for Western to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations shall be effective at 5:00 pm on gas day.
- (b) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by the transporter (including TTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Western from upstream and downstream connected parties; 9:00 pm for Western to provide scheduled quantities to affected shippers and point operators (central clock time on gas day). Scheduled quantities resulting from Intraday 2 Nominations shall be effective at 9:00 pm on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

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Second Revised Sheet No. 231 Second Revised Sheet No. 231 : Effective
Superseding: First Revised Sheet No. 231

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19.4 Balancing Charges - Nothing in this Section 19.4 shall limit Western's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system, including maintenance of service to higher priority customers.

If Shipper fails to maintain a balance of receipts and deliveries, Western shall impose one or more of the balancing charges as applicable. Except with respect to the balancing charge provided in (d) below, however, no balancing charge shall be assessed unless Western has notified Shipper that an imbalance has occurred or will occur without corrective action and Shipper has failed to take action in coordination with Western's gas dispatchers. However, Western will not assess balancing charges in the event Shipper's failure to take corrective action is due to Force Majeure, curtailment, or other unavailability of capacity; and any period for such corrective action shall be extended accordingly when Shipper is prevented by such Force Majeure, curtailment or other unavailability of capacity to take such corrective action.

In calculating quantities for the determination of charges herein, Western shall take into consideration (1) Retention Quantities, (2) make-up quantities delivered pursuant to Western's notification to correct any excess or deficiency in receipts and deliveries and (3) for purposes of assessing balancing charges, any offsetting excess or deficiency in receipts and deliveries at the affected Receipt Point(s) and Delivery Point(s) under other Service Agreements between Western and Shipper. Any two Shippers may agree to trade equal quantities of opposite imbalances that occur at any Receipt or Delivery Point during the same period, provided that such Points are located on the same pipeline segment. Shippers give Western written notice of such trade at least seven days before payment is due for the otherwise applicable imbalance penalties and Western confirms that the two Shippers in fact have eligible offsetting imbalances. To facilitate the trading of imbalances, Western shall provide imbalance quantities of any Shipper authorizing the disclosure of such imbalances to any Shipper requesting such information.

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First Revised Sheet No. 232 First Revised Sheet No. 232 : Effective
Superseding: ORIGINAL SHEET NO. 232

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- (a) Daily Scheduling Charges - If on any day Shipper delivers to Western at the Receipt Point(s) quantities which are in excess of ("Excess Deliveries") or deficient by ("Deficient Deliveries") the greater of 50 Dth or 10 percent of the transportation quantities scheduled by Western, Shipper shall have forty eight hours after notification by Western, or such other period of time as reasonably required by Western to protect the integrity of its system, to initiate corrective action at the affected Receipt Point(s) and Delivery Point(s). In the event Shipper fails to initiate the corrective action mutually agreed upon by Shipper and Western's gas dispatchers within the period agreed upon, Western shall charge Shipper a Daily Scheduling charge of \$0.10 per day per Dth of Excess Deliveries or Deficient Deliveries, for each day as long as the Excess Deliveries or Deficient Deliveries exist, until Shipper brings its cumulative imbalance within the 10 percent tolerance.
- (b) Daily Balancing Charges - If on any day Shipper delivers to Western at the Receipt Point(s) quantities which are in excess of ("Positive Imbalance") or deficient by ("Negative Imbalance") the greater of 50 Dth or 10 percent of the transportation quantities taken by Shipper at the Delivery Points, Shipper shall have forty eight hours after notification by Western, or such other period of time as reasonably required by Western to protect the integrity of its system, to initiate corrective action mutually agreed upon by Shipper's and Western's gas dispatchers, at each affected Receipt Point and Delivery Point. In the event Shipper fails to initiate the corrective action mutually agreed upon by Shipper's and Western's gas dispatchers within the period agreed upon, Western shall charge Shipper a Daily Imbalance Charge of \$0.10 per day per Dth of Positive Imbalance or Negative Imbalance, for each day as long

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Superseding: ORIGINAL SHEET NO. 233

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as the Positive Imbalance or Negative Imbalance exists, until Shipper brings its cumulative imbalance within the 10 percent tolerance level.

(c) Cumulative Monthly Balancing Charges -

Subsequent to the close of each Billing Month, Western shall notify Shipper of its cumulative imbalance quantity, measured as the difference between cumulative receipts and deliveries by Western under the transportation Service Agreement. Imbalance statements will be generated at the same time or prior to the generation of the transportation invoice. If the absolute value of the cumulative imbalance is more than 10 percent of the volumes scheduled by Western for Shipper under the Service Agreement in the Billing Month, then Shipper and Western's dispatchers shall agree on appropriate corrective action within ten days and Shipper shall bring its cumulative imbalance within this 10 percent limit within 45 days after such agreement.

If Shipper fails to bring its cumulative imbalance within the 10 percent limit within the 45 day period, then Western shall charge Shipper \$0.01 per Dth per day for each Dth of cumulative imbalance over the 10 percent limit until the cumulative imbalance is brought within the limit.

If after 90 days any cumulative imbalance in excess of the ten percent limit remains, Western shall either:

- (i) charge Shipper for a Negative Imbalance, including applicable Retention Quantities, at a rate equal to 150% of the spot market commodity rate applicable for that Division, as required to bring the cumulative imbalance to within the 10 percent limit.
- (ii) purchase the Positive Imbalance from Shipper, free and clear of any adverse claims by any party, at a rate equal to

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75% of the sport market commodity charge hereinabove referenced, as required to bring the cumulative imbalance to within the 10 percent limit.

Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.

- (d) Unauthorized Receipts Charge - Unauthorized receipts are takes of transportation gas by Shipper at the Delivery Point(s) prior to execution of a Service Agreement or submission and scheduling of a Nomination as provided in Sections 17, 19.1 and 19.2 above. For any unauthorized receipts, Western shall assess a charge equal to two times the maximum interruptible transportation commodity charge that would have been applicable to Shipper's service were it a firm sales customer under Western's Sales Rate Schedules. Further, such unauthorized receipts shall be considered a Negative Imbalance pursuant to this Section 19.
- (e) Balancing at Contract Termination - Following the termination of the Transportation Service Agreement, Shipper shall be required to correct any remaining excess or deficiency in receipts and deliveries at the affected Receipt Point(s) and Delivery Point(s) within forty-five (45) days after the determination by Western that an excess or deficiency exists, or within such longer period of time mutually agreed upon by Shipper and Western. If after the forty-five day period, Western determines that Shipper received transportation quantities in excess of the quantities delivered to Western at the Receipt Point(s), Western shall charge Shipper an amount calculated in the same manner as applicable to a Negative Imbalance. If after the forty-five day balancing period, Western determines that Shipper delivered to

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Western quantities in excess of the quantities received at the Delivery Point(s), Western shall purchase the excess transportation quantities free and clear of any adverse claims by any party for an amount calculated in the same manner as applicable to a Positive Imbalance.

19.5 Balancing of Transportation Quantities - It shall be responsibility of the Shipper to control and, if necessary, adjust deliveries of gas to Western for transportation and receipts of transportation gas from Western in order to maintain a daily balance of receipts and deliveries. Western shall not be obligated to receive or deliver gas in excess of the transportation quantities scheduled by Western's dispatchers, nor shall Western be obligated to deliver to Shipper at the Delivery Point(s) transportation quantities in excess of transportation quantities received for Shipper at the Receipt Point(s) less Retention Quantities. Western will monitor, to the best of its ability, receipts and deliveries for each transportation transaction and, based upon information available, advise the Shipper of any imbalance situation which has occurred or may occur unless corrective action is taken. Upon notification, Shipper shall be obligated to adjust receipts and deliveries of transportation gas to correct or avoid any imbalance. Any adjustment to receipts and deliveries by Shipper, whether or not pursuant to notification from Western, shall be coordinated with Western's gas dispatchers and in accord with the procedures set forth in this Sections 15, 17 and 19.

19.6 Waiver of Imbalance Charges -

- (a) If Western determines that due to operational constraints or otherwise it cannot reasonably apply any or all of the provisions set forth in Section 19.3 and 19.4 it may, at its discretion, waive any or all such provisions; provided, however, any such waiver shall be on a non-discriminatory basis.

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Superseding: First Revised Sheet No. 236

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- (b) The imbalance charge provisions set forth in Section 19.3 of the General Terms and Conditions shall not apply if the excess or deficiency quantities were caused by Western's actions.
- (c) Western shall have the right, entirely without the obligation, upon determining that deficiency or excess quantities were not willfully received or delivered by Shipper to partially or completely waive any charge for such imbalance to the extent that such waiver is not unduly discriminatory, if in Western's judgment for the period for which the charge was incurred: (a) authorized deliveries to Western's other Shipper's were not reduced or otherwise adversely affected by the taking of such quantities and (b) Western's operations were not adversely affected.

19.7 Rights of Parties - The payment of an imbalance charge or a waiver shall not give the Shipper the right to take unauthorized quantities, nor prevent Western from seeking additional remedies.

19.8 Failure to Nominate - If any Shipper under Rate Schedule IT-N that has executed a Service Agreement fails to nominate any volumes for transportation within 60 days of such execution, Shipper's Service Agreement shall be terminated and Shipper's request for service shall be considered null and void.

19.9 All penalty revenues received by Western pursuant to Section 19.3 and 19.4, net of all costs incurred by Western, shall be refunded annually to all Shippers pro-rata based on the ration of each Shipper's throughput for the most recent twelve (12) months to the total throughput for all shippers for the same period.

20. REQUESTS FOR SERVICE; UNBUNDLING OF SERVICE:

20.1 Requests for Sales Service - Western shall accept written requests for new sales service on a first-come, first-served basis, subject to the availability of supply on Western's system.

20.2 Requests for Firm Transportation Service - Western shall accept written requests for new firm transportation service on a first-come, first-served basis, subject to the availability of capacity on Western's system.

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First Revised Sheet No. 237 First Revised Sheet No. 237 : Effective
Superseding: Original Sheet No. 237

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- 20.3 Requests for Interruptible Transportation Service
Western shall accept written requests for new interruptible transportation service on a first-come, first-served basis.
- 20.4 Requests for Transportation Service - The specific information required from a Shipper for a valid request for transportation service is set forth on the Transportation Request Form which is set forth following these General Terms and Conditions, beginning on Sheet No. 343. The completed Transportation Request Form must be delivered to:

Transportation and Exchange Services
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

The form to be used for making requests for transportation service is available from Western upon request. Requests for new service shall be reviewed expeditiously in accordance with this FERC Gas Tariff and the Commission's Regulations.

Requests for firm transportation service hereunder must be accompanied by a prepayment in the amount of \$5,000.00, applicable to the reservation charges designated by the firm transportation Rate Schedules in this FERC Gas Tariff. In the event that a firm transportation Service Agreement is not tendered by Western to Shipper within ninety (90) days after Western receives the Transportation Request Form, and Shipper requests refund, Western will return the prepayment and cancel the effectiveness of Shipper's request for firm transportation service.

- 20.5 Limited Right to Purchase Firm Capacity - At any time after the effectiveness of Western's restructuring pursuant to Docket No. RS92-53-000, any creditworthy party may offer in writing to pay Western higher rate(s) for firm transportation service than the rate(s) being paid by an existing firm Shipper, not to exceed the maximum rates applicable to such service pursuant to this FERC Gas Tariff. If the existing firm Shipper is

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Original Sheet No. 238 Original Sheet No. 238 : Effective

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paying less than the maximum rate(s) applicable pursuant to its Service Agreement, and if the existing firm Shipper's Service Agreement permits Western to renegotiate or make adjustments to the applicable rate(s) or discount(s), Western will so notify in writing the existing firm Shipper, who will then have fourteen (14) days to respond to Western in writing that it agrees to match the higher offer. Absent such response or an agreement to pay the higher rate(s) from the existing Shipper, Western will abandon firm service to the existing Shipper when and to the extent that it executes a new Service Agreement with the Shipper that offered to pay the higher rate(s) for firm transportation service.

20.6 Expiration of Interruptible and Short-Term Firm Transportation Service Agreements - Any short-term firm transportation Service Agreement (a term of less than one year) or any interruptible transportation Service Agreement will automatically terminate upon expiration of such Service Agreement pursuant to its terms and conditions, with pre-granted abandonment of the service pursuant to the Commission's Regulations.

20.7 Expiration of Long-Term Firm Transportation Service Agreements - In the event of the expiration of any long-term firm transportation Service agreement (a term of one year or longer) pursuant to its terms and conditions, the Shipper shall have a right of first refusal to extend the term of its Service Agreement, as specified herein. Western will automatically extend the term of a Shipper's long-term firm transportation Service Agreement pursuant to the terms of any evergreen or rollover provision contained therein, unless such Shipper provides a written request to Western to terminate the Service Agreement.

(a) At least three (3) months prior to the expiration of the Service Agreement, Shipper shall provide written notice to Western of its election to exercise its right of first refusal to extend the term of its Service Agreement.

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- (b) Within 48 hours of receipt of such notice, Western will post on its Internet Web site for a period of fourteen (14) days such information related to the firm capacity under the expiring Service Agreement as would be required for a Capacity Release Notice.
- (c) Creditworthy parties may submit written, binding offers for all or part of the posted firm capacity during the posting period, specifying the maximum quantity(ies), rate(s) and term of the offer. Such an offer must be accompanied by a valid request for firm transportation service pursuant to Section 20 of these General Terms and Conditions.
- (d) The best offer will be determined by calculating the net present value of the reservation charge as follows:

$$NPV = R \times C (1+I)^{-n}$$

where: NPV = Net Present Value
R = Reservation Charge bid
C = Capacity, stated in Dth
I = Commission interest rate
n = exponent signifying term of release, in months.

In the event of a tie, a lottery will be used.

- (e) Within 48 hours of the end of the posting period, Western will notify the existing firm Shipper of the quantity(ies), rate(s) and term of the best offer received, if any. Shipper shall have seven days to notify Western in writing that it agrees to match the rate(s) and term of the best offer, but in no case more than Western's maximum applicable tariff rate(s) and a term of five (5) years.

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Second Revised Sheet No. 240 Second Revised Sheet No. 240 : Effective
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- (f) If the Shipper matches the best offer as provided herein, Western shall execute a firm transportation Service Agreement for the quantity(ies) and term, and at the rate(s) as agreed. If the Shipper does not notify Western, or does not agree to match the best offer as specified herein, such Shipper's Service Agreement shall expire pursuant to its terms and conditions, with pre-granted abandonment of the service pursuant to the Commission's Regulations, and Western shall execute a new Service Agreement with the Shipper that submitted the best offer.

21. ORDER 497 COMPLIANCE:

- 21.1 Shared Operating Personnel and Facilities -
Western shares office facilities and equipment and the following operating personnel with its marketing affiliate, WTG Gas Marketing, Inc.

Richard D. Hatchett, Vice President
Carson Watt, Gas Control
J. J. King, Contract Administration

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First Revised Sheet No. 241 First Revised Sheet No. 241 : Effective
Superseding: Original Sheet No. 241

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21.2 Procedures Regarding Complaints:

- (a) All complaints to be addressed under this procedure must be in writing and mailed to:

Transportation and Exchange Services
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

The complaint must be specific to a particular event(s), i.e., allocation of capacity, pending requests, etc. If the complaint is vague and does not address a specific event(s), it will be returned to the complainant and complainant will be asked to provide further details.

- (b) The receipt of the complaint will enter in the complaint log:

1. Name of Complainant.
2. Date complaint received by Western.
3. Specific nature of complaint, i.e., allocation of capacity, pending request, etc.

- (c) The recipient of the complaint will forward it to the appropriate party for further review/resolution. Upon ascertaining of the facts, Western will respond in writing to the complainant. The response shall indicate the validity of the complaint and what corrective actions, if any, should be taken.

- (d) The complaint log will then be updated to reflect that the response has been issued.

21.3 Communication of Pricing and Capacity Information
Western will establish and shall maintain a contemporaneous information method to comply with the Order No. 497 requirement of contemporaneous communication of certain information covered by the Order to all "potential shippers" in the event Western provides such information to a marketing affiliate.

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Superseding: First Revised Sheet No. 242

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To access this information, potential shippers should contact:

Transportation and Exchange Services
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

21.4 Western shall implement the following procedures to minimize any advantages to its marketing affiliate:

- (a) Western shall contemporaneously post on its Internet Web site all capacity and transportation related information that it provides to its marketing affiliate.
- (b) Western shall identify all transportation agreements with its marketing affiliate on its Internet Web site. If Western offers a transportation discount in a transaction in which an affiliated marketer is involved, it will offer comparable discounts contemporaneously to all similarly situated non-affiliated shippers. Western will post notice of any such transaction involving an affiliated marketer on its Internet Web site within 24 hours of the time at which gas first flows.

22. DULY CONSTITUTED AUTHORITIES:

These General Terms and Conditions, the rate schedules to which they apply, and any executed Service Agreement for service hereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

23. SERVICE AGREEMENT:

23.1 Form of Agreement - Buyer or Shipper shall enter into a contract with Western for service in the form contained in this tariff.

23.2 Term of Agreement - The period of time to be covered by the executed Service Agreement shall be determined by agreement between the parties but shall not be longer than twenty years; provided, however, that where the Service Agreement supersedes or cancels an existing contract, the

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term of the Service Agreement shall not be less than the unexpired portion of the term contained in the contract to be superseded or cancelled, unless Buyer or Shipper and Western mutually agree otherwise.

24. NOTICES:

Any communication, notice, request, demand statement, or bill provided for in the Tariff or in a Service Agreement or any notice which either Seller or Buyer may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either postage-paid registered or ordinary mail or when sent by telegram, cable, telecopy (facsimile or fax), telex, express mail service, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known address, or at such other address as either party may designate in the Service Agreement.

25. INDEMNIFICATION:

Each party shall bear responsibility for all its own breaches, tortious acts, or tortious omissions connected in any way with the Service Agreement causing damages or injuries to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss, or damage whatsoever suffered by the non-offending party or by any third party. As used herein the term "party" shall mean a corporation, or partnership entity or individual and its officers, agents, employees, and contractors; the phrase "damages or injuries of any kind" shall include without limitation litigation expenses, court costs, and attorney's fees; and the phrase "tortious acts or tortious omissions" shall include without limitation sole or concurrent simple negligence, gross negligence, recklessness, and intentional acts or omissions.

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26. LATERAL LINE POLICY:

Nothing herein shall require Western to extend its lines laterally or file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Further, nothing herein shall prevent Western from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Western reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during an proceeding before the Commission instituted under Section 7 of the Natural Gas Act.

27. ASSIGNMENT:

All of the rights and duties herein contained shall inure to and be binding upon the successors and assigns of the parties hereto, provided that no conveyance or transfer of any interest of either party shall be binding upon the other party until such other party has been furnished with written notice thereof and a true copy of such conveyance or transfer.

28. ANNUAL CHARGE ADJUSTMENT CLAUSE:

28.1 Purpose - The purpose of this clause is to permit Western to recover the annual charges assessed by the Commission under Section 382.202 of the Commission's Regulations pursuant to the provisions of the Commission's Order No. 472. For purposes of recovering annual charges assessed Western by the Commission, this Section establishes, pursuant to Section 154.38(d)(6) of the Commission's Regulations, an "ACA Surcharge" to be applicable to quantities of gas sold or transported under all of Western's Rate Schedules contained in Volume Nos. 1 and 2 of Western's FERC Gas Tariff. This amount is in addition to any amounts otherwise payable to Western under said Rate Schedules.

28.2 Basis for the Annual Charge Adjustment Charge - The Rate Schedules specified in Section 29.1 hereof shall include an Annual Charge Adjustment unit charge (ACA unit charge) applicable to each Dth of gas sold or transported thereunder, and

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the unit charge rate shall be reflected on Sheets No. 10 and 11 of Second Revised Volume No. 1 and Sheet No. 1A of Original Volume No. 2 of this FERC Gas Tariff. The ACA unit charge shall be included in the commodity component of any rate schedule with two-part rates.

28.3 Filing Procedure - Changes to the ACA unit charge must be filed annually to reflect the annual charge unit rate authorized by the Commission each fiscal year and are subject to the notice requirements of Section 154.22 of the Commission's Regulations. In the event, however, the Commission's establishment of such annual charge unit rate for a particular fiscal year prohibits Western from making a timely filing for a change to its ACA Charge, then the FERC's 30 day notice requirements under Section 154.22 shall be deemed waived for purposes of this Section 29.

28.4 Payment by Customer - The amount applicable to each customer under its respective rate schedule shall be due and payable with the bill for the month to each customer.

29. INTERNET WEB SITE:

29.1 Western shall maintain an Internet Web site, which it will make available to all Buyers and Shippers and other parties on a non-discriminatory basis, that shall provide such data as required by the Commission's Regulations:

- (a) The means for a Releasing Shipper to post its election to release all or a portion of its firm capacity rights.
- (b) Information regarding the availability of capacity on Western's system at Receipt and Delivery Points and on the mainline, and whether the capacity is available directly from Western or through its Released Capacity Service.

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Superseding: Original Sheet No. 246

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- (c) Information regarding uncommitted firm mainline capacity.
 - (d) Information regarding offers to purchase capacity.
- 29.2 Western will provide a method for any shipper that has qualified to bid for Released Capacity pursuant to Section 7 of Rate Schedule RCS of this FERC Gas Tariff, to post directly to the Internet Web site its bid for Released Capacity.
- 29.3 Western will provide a method to download information contained in its Internet Web site files, will maintain such archived historical information for a three (3) year period, and will provide reasonable terms for access to archived historical information. Western will keep daily back-up records of information displayed on the Internet Web site and will periodically purge completed transactions and expired information.
- 29.4 Western will include the cost of establishing and maintaining its Internet Web site in its cost of service, and reserves the right to request authority to assess charges to Internet Web site users to recover the variable cost of maintaining its Internet Web site, or to pass through any costs charged to Western by a third-party provider of Internet Web site services.

Effective Date: 11/01/2010 Status: Effective
FERC Docket: RP10-1264-000

Eighth Revised Sheet No. 247 Eighth Revised Sheet No. 247
Superseding: Seventh Revised Sheet No. 247

GENERAL TERMS AND CONDITIONS
(continued)

30. NAESB STANDARDS ADOPTED BY REFERENCE

Pursuant to Order No. 587-U and 18 CFR Section 284.12(a), as amended from time to time, Western specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards and Definitions:

NAESB Standards (Version 1.9): 0.2.1, 0.2.2, 0.2.3, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.12, 0.3.15, 0.3.16, 0.3.17, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19, 1.3.2, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.15, 1.3.19, 1.3.20, 1.3.21, 1.3.26, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.51, 1.3.64, 1.3.65, 1.3.66, 1.3.68, 1.3.71, 1.3.72, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.9, 2.3.10, 2.3.15, 2.3.17, 2.3.19, 2.3.20, 2.3.22, 2.3.23, 2.3.26, 2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.49, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 3.2.1, 3.3.2, 3.3.3, 3.3.4, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19, 3.3.20, 3.3.21, 3.3.25, 3.3.26, 5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5, 5.3.7, 5.3.9, 5.3.10, 5.3.11, 5.3.17, 5.3.18, 5.3.21, 5.3.22, 5.3.23, 5.3.27, 5.3.28, 5.3.29, 5.3.30, 5.3.35, 5.3.40, 5.3.47, 5.3.49, 5.3.53, 5.3.54, 5.3.55, 5.3.56, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.61, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69.

Effective Date: 11/01/2003 Status: Effective
FERC Docket: RP00-461-002

Third Revised Sheet No. 248 Third Revised Sheet No. 248 : Effective
Superseding: Second Revised Sheet No. 248

[RESERVED FOR FUTURE USE]

Effective Date: 06/01/1997 Status: Effective

FERC Docket: RP97-160-001

Original Sheet No. 249 Original Sheet No. 249 : Effective

SHEET NUMBER 249

IS RESERVED FOR FUTURE USE.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 250 Original Sheet No. 250 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE

THIS AGREEMENT entered into this ___ day of _____,
19___, by and between Western Gas Interstate Company, a
Delaware corporation (herein called "Western"), and
_____ (herein called "Shipper").

W I T N E S S E T H :

WHEREAS, Shipper wishes to purchase firm natural gas
transportation service from Western in Western's _____
Division and Western wishes to provide such firm natural gas
transportation service to Shipper; and

WHEREAS, Shipper has completed and submitted to Western
a valid request for transportation service under Rate
Schedule FT-___ ("Request"); and

WHEREAS, in accordance with such Request, such service
will be provided by Western for Shipper in accordance with
the terms hereof.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 251 First Revised Sheet No. 251 : Effective
Superseding: ORIGINAL SHEET NO. 251

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Western and Shipper do covenant and agree as follows:

ARTICLE I
Quantity

1.1 The Maximum Daily Transportation Quantity (the "MDTQ") shall be _____ Dth per day, which shall be Shipper's Reservation Charge billing determinant, as specified in Section 5 of Western's Rate Schedule FT-____. The MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Primary Receipt Points, exclusive of Retention Quantities if applicable, and receive at all Primary Delivery Points as specified on Exhibits A and B hereto, and/or Alternate Receipt and Delivery Points as specified on Exhibit C hereto, on any Day.

1.2 The Maximum Annual Transportation Quantity ("MATQ") shall be _____ Dth per Service Year, which is the product of 365 days (or 366 days in a leap year) and the MDTQ, as specified in Section 1.1.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 252 Original Sheet No. 252 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

In the case of a fractional Service Year, the MATQ shall equal the MDTQ times the number of days in the fractional Service Year. The MATQ shall be the largest quantity of gas delivered to Shipper for transportation under this Agreement during any Service Year.

1.3 Shipper may tender natural gas for transportation to Western up to the MATQ, and on any day, up to the MDTQ plus Retention Quantities, if applicable. Western agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Primary and Alternate Receipt Points, up to the Maximum Daily Quantity specified for each such point on Exhibits A and C hereto, and to transport and deliver to Shipper at each Primary Delivery Point specified on Exhibit B and each Alternate Delivery Point specified on Exhibit C, up to the Maximum Daily Quantity specified for each such point on Exhibits B and C, respectively, the amount tendered by Shipper less Retention Quantities, if applicable (as provided in Rate Schedule FT-___), provided, however, that Western shall never be required to transport and deliver in any Service Year more than the MATQ or on any Day more than the MDTQ.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

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

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

Western's and Shipper's obligations hereunder shall be subject to the provisions of any final FERC order determining an allocation of capacity of Western's gas pipeline transmission system.

ARTICLE II
Rate Schedule

2.1 Upon the commencement of service hereunder, Shipper shall pay Western, for all service rendered hereunder, the rates established under Western's Rate Schedule FT-___ as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

2.2 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Western on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, and the adjustments are set forth in Article IX of this Agreement. [This last sentence is included only if applicable.]

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 254 Original Sheet No. 254 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

2.3 Western shall have the unilateral right to file with the appropriate regulatory authority and make changes authorized by such authority in (a) the rates and charges applicable to its Rate Schedule FT-___; (b) Rate Schedule FT-___ pursuant to which this service is rendered; provided, however, that the firm character of service shall not be subject to change hereunder; or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FT-___. Western agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Western's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE III
Term of Agreement and Commencement of Service

3.1 This Agreement shall be effective on the date first written above. This Agreement shall continue in full force and effect for a term ending _____, and from year to year thereafter until terminated either by Western or

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 255 Original Sheet No. 255 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

Shipper upon 180 days prior written notice to the other specifying a termination date at the end of such period or any yearly period thereafter.

ARTICLE IV

Receipt Point(s) and Delivery Point(s) and Maximum Daily Quantities

4.1 The Receipt Point(s) and Maximum Daily Quantity for each point, for all gas delivered by Shipper into Western's pipeline system under this Agreement shall be at the Primary Receipt Point(s) on Western's pipeline system as set forth in Exhibit A and the Alternate Receipt Point(s) as set forth in Exhibit C attached hereto. The aggregate of the Maximum Daily Quantities for all Primary Receipt Point(s) set forth on Exhibit A may exceed Shipper's MDTQ but such aggregate together with the Maximum Daily Quantities for all Alternate Receipt Point(s) shall not operate to increase Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

4.2 The Delivery Point(s) and Maximum Daily Quantity for each point for all gas delivered by Western to Shipper or for the account of Shipper, under this Agreement shall be at the Primary Delivery Point(s) as set forth in Exhibit B

Effective Date: 11/01/2003 Status: Effective
FERC Docket: RP00-461-002

First Revised Sheet No. 256 First Revised Sheet No. 256 : Effective
Superseding: Original Sheet No. 256

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

and the Alternate Delivery Point(s) as set forth in Exhibit C. The aggregate of the Maximum Daily Quantities for all Delivery Point(s) set forth on Exhibit B and Exhibit C may exceed Shipper's MDTQ, but shall not operate to increase Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

ARTICLE V
Notices

5.1 All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS:

Western: Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696
Attention: Transportation and Exchange

Services

Shipper: _____

PAYMENT BY WIRE TRANSFER:

Western: Western Gas Interstate Company
_____ Bank
Account No. _____
_____, Texas

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 257 Original Sheet No. 257 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

ARTICLE VI
Facilities

6.1 Western shall not be obligated to, but may, at its reasonable discretion and to the extent that such decisions are nondiscriminatory, construct or acquire new facilities, or expand existing facilities, in order to perform service under this Agreement. For purposes of this Agreement and Section 5 of Rate Schedule FT-___, an expanded facility shall be deemed to be a new facility. If in Western's reasonable judgment it is necessary to construct or acquire new facilities, or to expand existing facilities, in order to enable Western to receive or deliver Shipper's MDTQ at the Receipt Point(s) and Delivery Point(s), and Western determines as provided herein to construct, acquire, or expand such facilities, then Western shall notify Shipper of the additional costs required. Subject to agreement and approval by Western and Shipper of the cost to be reimbursed by Shipper and subject to receipt and acceptance by Western of any necessary authorization, permits and approvals, such facilities shall be constructed, acquired or expanded to permit the receipt and delivery of gas as provided for

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 258 Original Sheet No. 258 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

herein. The parties agree that the term "cost", as used herein, refers to the same costs as are set forth in Section 5.3(f) of Rate Schedule FT-____, as the same may be changed from time to time. Western shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE VII
Regulatory Authorizations and Approvals

7.1 Western's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization(s) to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FT-____ and this Service Agreement. Shipper agrees to reimburse Western for all reporting and/or filing fees incurred by Western in providing service under this Service Agreement.

ARTICLE VIII
Pressure

8.1 The quantities of gas delivered or caused to be delivered by Shipper to Western hereunder shall be delivered into Western's pipeline system at a pressure sufficient to enter Western's system, but in no event shall such gas be

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 259 Original Sheet No. 259 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Western permits at the Receipt Point(s).

8.2 Western shall deliver to Shipper at the Delivery Point(s) at the pressure as it exists from time to time in Western's or Western's agent's pipeline system. Western shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Delivery Point(s) hereunder.

ARTICLE IX
Other Provisions

ARTICLE X
Miscellaneous

10.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

10.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 260 Original Sheet No. 260 : Effective

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

10.3 This Agreement contains Exhibits A, B and C which are incorporated fully herein, and made a part hereof.

10.4 Except for regulatory approvals, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

WESTERN GAS INTERSTATE COMPANY: SHIPPER:

By _____

By _____

Title _____

Title _____

Attest:

Attest:

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 261 First Revised Sheet No. 261 : Effective
Superseding: ORIGINAL SHEET NO. 261

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Primary Receipt Point(s):

Description of Primary Receipt Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added To Agreement
--	------------------------------------	---------------------------------	-------------------------------

Date of this Exhibit A:

Accepted By:

Western Gas Interstate Company:	Shipper:
By: _____	By: _____
Date: _____	Date: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 262 First Revised Sheet No. 262 : Effective
Superseding: ORIGINAL SHEET NO. 262

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Primary Delivery Point(s):

Description of Primary Delivery Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added To Agreement
---	------------------------------------	---------------------------------	-------------------------------

Date of this Exhibit B:

Accepted By:

Western Gas Interstate Company:	Shipper:
By: _____	By: _____
Date: _____	Date: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 263 First Revised Sheet No. 263 : Effective
Superseding: ORIGINAL SHEET NO. 263

FORM OF SERVICE AGREEMENT
FOR FIRM TRANSPORTATION SERVICE
(continued)

EXHIBIT C
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Alternate Receipt Point(s) :

Description of Alternate Receipt Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added To Agreement
--	------------------------------	---------------------------	-------------------------

Alternate Delivery Point(s) :

Description of Alternate Delivery Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added To Agreement
---	------------------------------	---------------------------	-------------------------

Date of this Exhibit C:

Accepted By:

Western Gas Interstate Company: _____ Shipper: _____
By: _____ By: _____
Date: _____ Date: _____

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 264 Original Sheet No. 264 : Effective

SHEET NUMBERS 264 THROUGH 268

ARE RESERVED FOR FUTURE USE.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 269 Original Sheet No. 269 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE

THIS AGREEMENT entered into this _____ day of _____, of 19____, by and between Western Gas Interstate Company, a Delaware corporation (herein called "Western"), and _____ (herein called "Replacement Shipper").

W I T N E S S E T H :

WHEREAS, Replacement Shipper wishes to purchase firm natural gas transportation service from Western pursuant to Western's Released Capacity Service in Western's _____ Division and Western wishes to provide such firm natural gas transportation service to Replacement Shipper; and

WHEREAS, Replacement Shipper has completed and submitted to Western a valid request for Released Capacity Service ("Request") and has been awarded Released Capacity pursuant to Rate Schedule RCS ("Award"); and

WHEREAS, in accordance with such Request and Award, such service will be provided by Western for Replacement Shipper in accordance with the terms hereof.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 270 First Revised Sheet No. 270 : Effective
Superseding: ORIGINAL SHEET NO. 270

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM
TRANSPORTATION SERVICE
(continued)

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Western and Replacement Shipper do covenant and agree as follows:

ARTICLE I
Quantity

1.1 The Maximum Daily Transportation Quantity (the "MDTQ") shall be _____ Dth per day, which shall be Replacement Shipper's Reservation Charge billing determinant, as specified in Section 12 of Western's Rate Schedule RCS. The MDTQ shall be the largest daily quantity of gas Replacement Shipper may tender for transportation in the aggregate to all Receipt Points as specified on Exhibit A hereto, exclusive of Retention Quantities if applicable, and receive at all Primary Delivery Points as specified on Exhibit B hereto, and/or at all Alternate Delivery Points as specified on Exhibit C hereto, on any Day.

1.2 The Maximum Annual Transportation Quantity ("MATQ") shall be _____ Dth per Service Year, which is the product of 365 days (or 366 days in a leap year) and the MDTQ, as specified in Section 1.1.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 271 Original Sheet No. 271 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

In the case of a fractional Service Year, the MATQ shall equal the MDTQ times the number of days in the fractional Service Year. The MATQ shall be the largest quantity of gas delivered to Replacement Shipper for transportation under this Agreement during any Service Year.

1.3 Replacement Shipper may tender natural gas to Western for transportation up to the MATQ, and on any Day, up to the MDTQ plus Retention Quantities, if applicable. Western agrees to receive the aggregate of the quantities of natural gas that Replacement Shipper tenders for transportation at the Receipt Points, up to the Maximum Daily Quantity ("MDQ") specified for each such point on Exhibit A hereto, and to transport and deliver to Replacement Shipper at each Primary Delivery Point specified on Exhibit B and each Alternate Delivery Point specified on Exhibit C, up to the MDQ specified for each such point on Exhibit B and Exhibit C, respectively, the amount tendered by Replacement Shipper less Retention Quantities as provided in Rate Schedule RCS, provided, however, that Western shall never be required to transport and deliver in any Service Year more than the MATQ or on any Day more than the MDTQ.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 272 Original Sheet No. 272 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

Western's and Replacement Shipper's obligations hereunder shall be subject to the provisions of any final FERC order determining an allocation of capacity of Western's gas pipeline transmission system.

ARTICLE II
Rate Schedule

2.1 Upon the commencement of service hereunder, Replacement Shipper shall pay Western, for all service rendered hereunder, the rates established under Western's Rate Schedule RCS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

2.2 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule RCS, of the provisions of the Transportation Service Agreement of the Releasing Shipper, and of the applicable provisions of the General Terms and Conditions of Western on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, and the adjustments are set forth in Article IX of this Agreement. [This last sentence is included only if applicable.]

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 273 Original Sheet No. 273 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

ARTICLE III

Term of Agreement and Commencement of Service

3.1 This Agreement shall be effective on the date first written above; provided, however, that service hereunder shall commence on the _____ day of _____, 19____. This Agreement shall continue in full force and effect for a term ending the _____ day of _____, 19____, unless terminated sooner by Western upon prior written notice pursuant to the terms of Rate Schedule RCS.

ARTICLE IV

Receipt Point(s) and Delivery Point(s) and Maximum Daily Quantities

4.1 The Receipt Point(s) and MDQ for each point, for all gas delivered by Replacement Shipper into Western's pipeline system under this Agreement shall be at the Receipt Point(s) on Western's pipeline system as set forth in Exhibit A attached hereto. The aggregate of the MDQs for all Receipt Point(s) set forth on Exhibit A may exceed Replacement Shipper's MDTQ, but shall not operate to increase Replacement Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 274 Original Sheet No. 274 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

4.2 The Delivery Point(s) and MDQ for each point for all gas delivered by Western to Replacement Shipper or for the account of Replacement Shipper, under this Agreement shall be at the Primary Delivery Point(s) as set forth in Exhibit B and the Alternate Delivery Point(s) as set forth in Exhibit C. The aggregate of the MDQs for all Delivery Points set forth on Exhibit B and Exhibit C may exceed Replacement Shipper's MDTQ, but shall not operate to increase Replacement Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

ARTICLE V
Notices

5.1 All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such addresses as may hereafter be designated in writing:

Effective Date: 11/01/2003 Status: Effective
FERC Docket: RP00-461-002

First Revised Sheet No. 275 First Revised Sheet No. 275 : Effective
Superseding: Original Sheet No. 275

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

ADMINISTRATIVE MATTERS:

Western:
Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696
Attention: Transportation and Exchange

Services

Replacement Shipper:

PAYMENT BY WIRE TRANSFER:

Western:
Western Gas Interstate Company
_____ Bank
Account No. _____
_____, Texas

ARTICLE VI
Facilities

6.1 Western shall not be obligated to construct or acquire new facilities, or expand existing facilities, in order to perform service under this Service Agreement.

ARTICLE VII
Regulatory Authorizations and Approvals

7.1 Western's obligations to provide service is conditioned upon receipt and acceptance of any necessary

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 276 Original Sheet No. 276 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

regulatory authorization(s) to provide Released Capacity Service to Replacement Shipper in accordance with the terms of Rate Schedule RCS and this Service Agreement. Replacement Shipper agrees to reimburse Western for all reporting and/or filing fees incurred by Western in providing service under this Service Agreement.

ARTICLE VIII
Pressure

8.1 The quantities of gas delivered or caused to be delivered by Replacement Shipper to Western hereunder shall be delivered into Western's pipeline system at a pressure sufficient to enter Western's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Western permits at the Receipt Point(s).

8.2 Western shall deliver to Replacement Shipper at the Delivery Point(s) at the pressure as it exists from time to time in Western's or Western's agent's pipeline system. Western shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Delivery Point(s) hereunder.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 277 Original Sheet No. 277 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

ARTICLE IX
Other Provisions

ARTICLE X
Miscellaneous

10.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

10.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

10.3 This Agreement contains Exhibits A, B and C which are incorporated fully herein, and made a part hereof.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 278 Original Sheet No. 278 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

10.4 Except for regulatory approvals, this Agreement shall be governed by their duly authorized officers effective as of the date first written above.

WESTERN GAS INTERSTATE COMPANY: REPLACEMENT SHIPPER:

By _____ By _____
Title _____ Title _____

Attest: _____ Attest: _____

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 279 Original Sheet No. 279 : Effective

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM TRANSPORTATION SERVICE
(continued)

EXHIBIT A
TO
RELEASED CAPACITY SERVICE AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Receipt Point(s):

Description of Receipt Point	Maximum Daily Quantity (MBTU)	Maximum Delivery Pressure	Date Added to Agreement
---------------------------------	-------------------------------------	---------------------------------	-------------------------------

Date of this Exhibit A: _____

Accepted By:

WESTERN GAS INTERSTATE COMPANY: REPLACEMENT SHIPPER:

By: _____ By: _____

Date: _____ Date: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 280 First Revised Sheet No. 280 : Effective
Superseding: ORIGINAL SHEET NO. 280

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM
TRANSPORTATION SERVICE
(continued)

EXHIBIT B
TO
RELEASED CAPACITY SERVICE AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Primary Delivery Point(s) :

Description of Primary Delivery Point	Maximum Daily Quantity (Dth)	Date Added To Agreement
---	------------------------------------	-------------------------------

Date of this Exhibit B: _____

Accepted By:

WESTERN GAS INTERSTATE COMPANY:
REPLACEMENT SHIPPER:

By: _____ By: _____

Date: _____ Date: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 281 First Revised Sheet No. 281 : Effective
Superseding: ORIGINAL SHEET NO. 281

FORM OF SERVICE AGREEMENT
FOR RELEASED CAPACITY FIRM
TRANSPORTATION SERVICE
(continued)

EXHIBIT C
TO
RELEASED CAPACITY SERVICE AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19__

Alternate Delivery Point(s) :

Description of Alternate Delivery Point	Maximum Daily Quantity (Dth)	Date Added To Agreement
---	------------------------------------	-------------------------------

Date of this Exhibit C: _____

Accepted By:

WESTERN GAS INTERSTATE COMPANY:
REPLACEMENT SHIPPER:

By: _____ By: _____

Date: _____ Date: _____

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 282 Original Sheet No. 282 : Effective

SHEET NUMBERS 282 THROUGH 288

ARE RESERVED FOR FUTURE USE.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 289 Original Sheet No. 289 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE

THIS AGREEMENT entered into this ____ day of _____, 19____, by and between Western Gas Interstate Company, a Delaware corporation (herein called "Western"), and _____ (herein called "Shipper").

W I T N E S S E T H :

WHEREAS, Shipper wishes to purchase interruptible natural gas transportation service from Western in Western's _____ Division and Western wishes to provide such interruptible natural gas transportation service to Shipper; and

WHEREAS, Shipper has completed and submitted to Western a valid request for transportation service under Rate Schedule IT-____ ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Western for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Western and Shipper do covenant and agree as follows:

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 290 First Revised Sheet No. 290 : Effective
Superseding: ORIGINAL SHEET NO. 290

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

ARTICLE I
Quantity

1.1 The Maximum Daily Transportation Quantity (the "MDTQ") shall be _____ Dth per day. The MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in this aggregate to all Primary Receipt Points, exclusive of Retention Quantities if applicable, and receive at all Primary Delivery Points as specified on Exhibits A and B hereto on any Day.

1.2 Shipper may tender natural gas for transportation to Western up to the MDTQ plus Retention Quantities, if applicable. Subject to the terms, conditions and limitations of Rate Schedule IT-____ and the General Terms and Conditions, Western agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the Maximum Daily Quantity specified for each such Point on Exhibit A hereto, and to transport and deliver on an interruptible basis to Shipper at each Delivery Point specified on Exhibit B, up to the Maximum Daily Quantity specified for each such point on Exhibit B, the amount tendered by Shipper less Retention Quantities, if applicable, (as provided in Rate

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 291 Original Sheet No. 291 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

Schedule IT-___); provided, however, that Western shall never be required to transport and deliver on any day more than the MDTQ.

ARTICLE II
Rate Schedule

2.1 Upon the commencement of service hereunder, Shipper shall pay Western, for all service rendered hereunder, the rates established under Western's Rate Schedule IT-___ as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

2.2 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Western on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference. Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, and the adjustments are set forth in Article IX of this Agreement. [This last sentence is only included if applicable.]

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 292 Original Sheet No. 292 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

2.3 Western shall have the unilateral right to file with the appropriate regulatory authority and make changes authorized by such authority in (a) the rates and charges applicable to its Rate Schedule IT-___; (b) Rate schedule IT-___ pursuant to which this service is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder; or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule IT-___. Western agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Western's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE III
Term of Agreement and Commencement of Service

3.1 This Agreement shall be effective on the date first written above. This Agreement shall continue in full force and effect for a term ending _____, and shall continue from month to month thereafter until terminated either by Western or by Shipper upon 60 days prior written notice to the other.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 293 Original Sheet No. 293 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

ARTICLE IV

Receipt Point(s) and Delivery Point(s) and Maximum Daily Quantities

4.1 The Receipt Point(s) and Maximum Daily Quantity for each point, for all gas delivered by Shipper into Western's pipeline system under this Agreement shall be at the Primary Receipt Point(s) on Western's pipeline system as set forth in Exhibit A and the Alternate Receipt Point(s) as set forth in Exhibit C, attached hereto. The aggregate of the Maximum Daily Quantities for all Receipt Point(s) set forth on Exhibit A and Exhibit C may exceed Shipper's MDTQ, but shall not operate to increase Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

4.2 The Delivery Point(s) and Maximum Daily Quantity for each point for all gas delivered by Western to Shipper or for the account of Shipper, under this Agreement shall be at the Primary Delivery Point(s) as set forth in Exhibit B and the Alternate Delivery Point(s) as set forth in Exhibit C attached hereto. The aggregate of the Maximum Daily Quantities for all Delivery Point(s) set forth on Exhibits B

Effective Date: 07/01/1998 Status: Effective
FERC Docket: MT98- 12-000

First Revised Sheet No. 294 First Revised Sheet No. 294 : Effective
Superseding: Original Sheet No. 294

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

and C may exceed Shipper's MDTQ, but shall not operate to increase Shipper's MDTQ or Western's delivery obligation as set forth in Article I of this Agreement.

ARTICLE V
Notices

5.1 All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS:

Western: Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696
Attention: Transportation and
Exchange Services

Shipper: _____

PAYMENT BY WIRE TRANSFER:

Western: Western Gas Interstate Company
_____ Bank
Account No. _____
_____, Texas

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 295 Original Sheet No. 295 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

ARTICLE VI
Facilities

6.1 Western shall not be obligated to, but may, at its reasonable discretion and to the extent that such decisions are nondiscriminatory, construct or acquire new facilities, or expand existing facilities, in order to perform service under this Agreement. For purposes of this Agreement and Section 5 of Rate Schedule IT-___, an expanded facility shall be deemed to be a new facility. If in Western's reasonable judgement it is necessary to construct or acquire new facilities, or to expand existing facilities, in order to enable Western to receive or deliver Shipper's MDTQ at the Receipt Point(s) and Delivery Point(s), and Western determines as provided herein to construct, acquire, or expand such facilities, then Western shall notify Shipper of the additional costs required. Subject to agreement and approval by Western and Shipper of the cost to be reimbursed by Shipper and subject to receipt and acceptance by Western of any necessary authorization, permits and approvals, such facilities shall be constructed, acquired or expanded to permit the receipt and delivery of gas as provided for herein. The parties agree that the term "cost", as used

Effective Date: 04/01/1996 Status: Effective
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Original Sheet No. 296 Original Sheet No. 296 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

herein, refers to the same costs as are set forth in Section 5.3(e) of Rate Schedule IT-___, as the same may be changed from time to time. Western shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE VII
Regulatory Authorizations and Approvals

7.1 Western's obligations to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization(s) to provide Interruptible Transportation Service to Shipper in accordance with the terms of Rate Schedule IT-___ and this Service Agreement. Shipper agrees to reimburse Western for all reporting and/or filing fees incurred by Western in providing service under this Service Agreement.

ARTICLE VIII
Pressure

8.1 The quantities of gas delivered or caused to be delivered by Shipper to Western hereunder shall be delivered into Western's pipeline system at a pressure sufficient to enter Western's system, but in no event shall such gas be

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FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Western permits at the Receipt Point(s).

8.2 Western shall deliver to Shipper at the Delivery Point(s) at the pressure as it exists from time to time in Western's or Western's agent's pipeline system. Western shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Delivery Point(s) hereunder.

ARTICLE IX
Other Provisions

ARTICLE X
Miscellaneous

10.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided, however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

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Original Sheet No. 298 Original Sheet No. 298 : Effective

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

10.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

10.3 This Agreement contains Exhibits A, B and C which are incorporated fully herein, and made a part hereof.

10.4 Except for regulatory approvals, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

WESTERN GAS INTERSTATE COMPANY: SHIPPER:

By _____ By _____

Title _____ Title _____

Attest: _____ Attest: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 299 First Revised Sheet No. 299 : Effective
Superseding: ORIGINAL SHEET NO. 299

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

EXHIBIT A
TO
INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED
_____, 19____

Receipt Points(s) :

Description of Primary Receipt Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added To Agreement
--	------------------------------------	---------------------------------	-------------------------------

Date of this Exhibit A:

Accepted By:

WESTERN GAS INTERSTATE COMPANY:
SHIPPER:

By: _____

By: _____

Date: _____

Date: _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 300 First Revised Sheet No. 300 : Effective
Superseding: ORIGINAL SHEET NO. 300

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

EXHIBIT B
TO
INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19____

Delivery Point(s) :

Description to Primary Delivery Point	Maximum Daily Quantity (Dth)	Date Added To Agreement
---	------------------------------------	-------------------------------

Date of this Exhibit B: _____

Accepted By:

WESTERN GAS INTERSTATE COMPANY:
SHIPPER:

By _____ By _____

Date _____ Date _____

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 301 First Revised Sheet No. 301 : Effective
Superseding: ORIGINAL SHEET NO. 301

FORM OF SERVICE AGREEMENT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

EXHIBIT C
TO
INTERRUPTIBLE GAS TRANSPORTATION AGREEMENT
BETWEEN
WESTERN GAS INTERSTATE COMPANY
AND

DATED _____, 19____

Alternate Receipt Point(s):

Description of Alternate Receipt Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added to Agreement
--	------------------------------	---------------------------	-------------------------

Alternate Delivery Point(s):

Description of Alternate Receipt Point	Maximum Daily Quantity (Dth)	Maximum Delivery Pressure	Date Added to Agreement
--	------------------------------	---------------------------	-------------------------

Date of this Exhibit C: _____

Accepted By:

WESTERN GAS INTERSTATE COMPANY:
SHIPPER:

By: _____ By: _____

Date: _____ Date: _____

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 302 Original Sheet No. 302 : Effective

SHEET NUMBERS 302 THROUGH 342

ARE RESERVED FOR FUTURE USE.

Effective Date: 07/01/1998 Status: Effective

FERC Docket: MT98- 12-000

First Revised Sheet No. 343 First Revised Sheet No. 343 : Effective
Superseding: Original Sheet No. 343

TRANSPORTATION REQUEST FORM

Western Gas Interstate Company
211 North Colorado
Midland, Texas 79701-4696

Attention: Transportation and Exchange Services

Re: _____ New Service:

Interruptible Service:

_____ IT-N

Firm Service:

_____ FT-N

or:

_____ Modification of Existing Service:

Description of existing service to be
modified:

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 344 Original Sheet No. 344 : Effective

TRANSPORTATION REQUEST FORM
(continued)

Gentlemen:

_____ ("Shipper") hereby requests transportation service from Western Gas Interstate Company ("Western") and concurrently provides the following information in connection with this request:

1. Complete legal name of Shipper:

2. Type of legal entity and state of incorporation:

3. Type of company:

- _____ Local Distribution Company
- _____ Intrastate/Interstate Pipeline
- _____ Producer
- _____ End-User
- _____ Marketer/Broker
- _____ Other (fill in) _____

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 345 Original Sheet No. 345 : Effective

TRANSPORTATION REQUEST FORM
(continued)

4. Name of Shipper's contact, address and telephone number through which correspondence for the following should be directed:

Contact for Request:

Contact for Notices:

Contact for Invoices:

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 346 Original Sheet No. 346 : Effective

TRANSPORTATION REQUEST FORM
(continued)

5. Shipper is seeking transportation by Western pursuant to (check one):

- _____ A. Subpart G of the Commission's Regulations, on behalf of an interstate pipeline.
- _____ B. Subpart G of the Commission's Regulations, on behalf of Shipper(s) other than an interstate pipeline.
- _____ C. Other. Specify what Commission authorization is being requested.

6. If shipper is requesting service be performed by Western for Shipper acting as agent for another entity, please specify the full legal name and address of such entity.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 347 Original Sheet No. 347 : Effective

TRANSPORTATION REQUEST FORM
(continued)

7.* The intended use of the gas is:

- _____ system supply
- _____ end use by industry or commerce
- _____ other (fill in)

8. Date service is proposed to commence:

9. Expiration Date:

10. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide description of facilities required, location, and requested in-service date.

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 348 First Revised Sheet No. 348 : Effective
Superseding: ORIGINAL SHEET NO. 348

TRANSPORTATION REQUEST FORM
(continued)

- 11. The Maximum Daily Transportation Quantity to be transported is _____ Dth.

- 12. Name and description of Receipt Point(s) into Western's system and the Maximum Daily Quantities expressed in Dth to be delivered by Shipper for each point:

- 13. Name and description of Delivery Point(s) where Western will redeliver the gas and the Maximum Daily Quantities expressed in Dth to be redelivered by Western for each point:

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 349 Original Sheet No. 349 : Effective

TRANSPORTATION REQUEST FORM
(continued)

14. The name of the entity delivering gas into Western's system and the name of the entity taking gas off Western's system;

Western Receipt Point	Name/Delivering Entity
-----------------------	------------------------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

Western Delivery Point	Name/Taking Entity
------------------------	--------------------

_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
-------	-------

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 350 Original Sheet No. 350 : Effective

TRANSPORTATION REQUEST FORM
(continued)

15.* If Shipper is purchasing gas, provide the name of producer(s) of the gas, seller (if different from producer), location (FERC Geographic Area) of the source(s) of supply, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and Seller(s):

16.* If Shipper is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and purchaser(s):

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TRANSPORTATION REQUEST FORM
(continued)

17. Credit Evaluation - Please provide a copy of Shipper's most recent quarterly financial statement, most recent annual report and Form 10-K and a complete list of all affiliates including parent and subsidiary companies.
18. Is any party to the transaction affiliated with Western or Southern Union Company?
_____ Yes _____ No
- If yes, which party or parties?

- If yes, what is the percentage of affiliation?
_____ %
19. Is any of the gas to be transported subject to take-or-pay crediting?
_____ Yes _____ No
- If yes, what percentage of total contract quantity to be transported is subject to take-or-pay crediting?
_____ %

Effective Date: 06/01/1997 Status: Effective
FERC Docket: RP97-160-001

First Revised Sheet No. 352 First Revised Sheet No. 352 : Effective
Superseding: ORIGINAL SHEET NO. 352

TRANSPORTATION REQUEST FORM
(continued)

20. For marketing affiliates of Western Gas Interstate Company only, does the cost of gas exceed the sales price, less associated costs including transportation, i.e., is the gas being sold at a loss?
_____ Yes _____ No _____ Unknown

If so, by how much? \$ _____ per Dth.
Shipper understands that this request form, complete and unrevised as to format, must be received by Western before the transportation request will be accepted and processed.

Shipper, by its signature, certifies to Western (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters and/or Operators have been or will be secured prior to the commencement of the requested transportation service (2) that Shipper will have good title to, or the good right to deliver the gas that is to be delivered to Western and

Effective Date: 04/01/1996 Status: Effective

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Original Sheet No. 353 Original Sheet No. 353 : Effective

TRANSPORTATION REQUEST FORM
(continued)

(3) that Shipper will advise Western of any material changes in the information provided five business days prior to the end of any month in which a change occurs.

Very truly yours,

By _____

Note:

- * This information is not required at the time of the request but is required before Western will Schedule any volumes for transportation.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 354 Original Sheet No. 354 : Effective

SHEET NUMBERS 354 THROUGH 364

ARE RESERVED FOR FUTURE USE.

Effective Date: 07/01/1998 Status: Effective
FERC Docket: MT98- 12-000

First Revised Sheet No. 365 First Revised Sheet No. 365 : Effective
Superseding: Original Sheet No. 365

RELEASED CAPACITY SERVICE
REQUEST FORM

Western Gas Interstate Company
211 North Colorado
Midland, TX 79701-4696

Attention: Transportation and Exchange Services

Re: Released Capacity Service - Rate Schedule RCS

Gentlemen:

_____ ("Bidding Shipper") hereby
requests approval from Western Gas Interstate Company
(Western") to participate as a Bidding Shipper pursuant to
Western's Released Capacity Service and any firm
transportation service resulting therefrom, and concurrently
provides the following information in connection with this
request:

1. Complete legal name and address of Bidding Shipper:

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 366 Original Sheet No. 366 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

2. Type of legal entity and state of incorporation:

3. Type of company:

_____ Local Distribution Company

_____ Intrastate Pipeline

_____ Interstate Pipeline

_____ Producer

_____ End-User

_____ Marketer/Broker

_____ Other (fill in) _____

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 367 Original Sheet No. 367 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

4. Name of individual authorized by Bidding Shipper to submit this Request, and the address and telephone number through which correspondence for the following should be directed:

Contact for Request:

Contact for Notices:

Contact for Invoices:

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 368 Original Sheet No. 368 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

5. Bidding Shipper is seeking firm transportation by Western pursuant to Part 284 of the Commission's Regulations and Western's Rate Schedule RCS Released Capacity Service.
6. Bidding Shipper agrees to abide by and conform its actions to the terms and conditions governing its participation in Western's Released Capacity Service contained in Western's FERC Gas Tariff.
7. Bidding Shipper is not acting as agent for any other entity.
8. Bidding Shipper is providing herewith a copy of Bidding Shipper's most recent quarterly financial statement and SEC Form 10-Q, most recent annual report and SEC Form 10-K, and a complete list of all affiliates including parent and subsidiary companies.
9. Bidding Shipper is providing herewith its bank reference, two (2) trade references, and a report from a recognized national credit reporting agency, and hereby authorizes Western to verify such references and credit reports.

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 369 Original Sheet No. 369 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

10. Bidding Shipper is not financially insolvent or operating under a petition of bankruptcy, reorganization or debt reduction, or operating under receivership, liquidation, assignment or trust.
11. Bidding Shipper is not in default, arrears or past due in payment for transportation services rendered by any interstate natural gas pipeline operating under the jurisdiction of the FERC.

Bidding Shipper, by its signature, acknowledges that Western shall select the Replacement Shipper from all Bidding Shippers who have bid on a particular capacity release in accordance with the methods set forth in Western's tariff. Bidding Shipper acknowledges that the Releasing Shipper shall have an opportunity to view all bids and the final selection, and shall have an opportunity to notify Western if, in its opinion, the selection of the Replacement Shipper was not in accordance with the selection criteria. Bidding Shipper, by its signature, agrees that Western shall not be liable in any manner for its selection of a Replacement Shipper.

Effective Date: 04/01/1996 Status: Effective
FERC Docket: CP96- 81-006

Original Sheet No. 370 Original Sheet No. 370 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

Bidding Shipper understands that this Request Form, complete and unrevised as to format, must be received by Western before the Request will be accepted and processed. In addition, Bidding Shipper agrees that it may not bid for Released Capacity until notified by Western that it has approved a specific level of creditworthiness and a transportation quantity that will limit the amount of firm capacity that Bidding Shipper may bid for pursuant to the Released Capacity Serve. Bidding Shipper also understands that it may be required to provide any additional information required by Western's Transportation Request Form set forth in this FERC Gas Tariff prior to executing a Service Agreement.

Bidding Shipper, by its signature, certifies to Western (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters and/or Operators have been or will be secured prior to the commencement of the requested transportation service (2) that Bidding Shipper will have good title to, or the good right to deliver the gas that is to be delivered to Western and (3) that Bidding

Effective Date: 04/01/1996 Status: Effective

FERC Docket: CP96- 81-006

Original Sheet No. 371 Original Sheet No. 371 : Effective

RELEASED CAPACITY SERVICE
REQUEST FORM
(continued)

Shipper will advise Western of any material changes in the information provided five business days prior to the end of any month in which a change occurs.

Very truly yours,

By _____

Dated: _____

