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FERC GAS TARIFF

Original Volume No. 1

of

OZARK GAS TRANSMISSION, L.L.C.

Filed With The

Federal Energy Regulatory Commission

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PRELIMINARY STATEMENT

Ozark Gas Transmission, L.L.C., an Oklahoma limited liability company, owns and causes to be operated a natural gas pipeline system extending from Pittsburg County, in eastern Oklahoma, through Arkansas and ending in Dunklin County, Missouri. Gathering lines extend from the company's main pipeline system to points of connection with facilities of gas producers in oil and gas fields located in the states of Oklahoma and Arkansas. Ozark Gas Transmission, L.L.C. is a "natural gas company" within the meaning of the Natural Gas Act of 1938, as amended, 15 U.S.C. 717 - 717w, and is subject to the jurisdiction of the Federal Energy Regulatory Commission thereunder. It offers firm and interruptible gas transportation and related services subject to the rates and terms and conditions set forth in this FERC Gas Tariff.

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SYSTEM MAP

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CURRENTLY EFFECTIVE RATES
 (Rates in \$/Dekatherm)

Rate Schedule (1)	Rate Component (2)	Base Rate (3)	Annual Charge Adjustment (4)	Current Rate (5)	Fuel** (6)
FTS	Demand*				
	(Maximum)	7.9300	.0000	7.9300	0.00%
	(Minimum)	.0000	.0000	.0000	0.00%
	Commodity				
	(Maximum)	.0260	.0017	.0277	**
	(Minimum)	.0260	.0017	.0277	**
ITS	Maximum	.2867	.0017	.2884	**
	Minimum	.0260	.0017	.0277	**
Maximum Daily Volumetric Capacity Release Rates		.2607	.0017	.2624	**

NOTES:

* The Demand Charge for the Month is defined in Section 3.2 of Rate Schedule FTS. The authorized overrun rate will be equal to the Maximum Daily Volumetric Capacity Release Rates.

** The fuel reimbursement percentage for receipts originating on Transporter's transmission laterals, upstream of Transporter's mainline system, is 4.49%. The fuel reimbursement percentage for receipts originating on Transporter's mainline system is 1.30%.

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Original Sheet No. 13A Original Sheet No. 13A : Effective

CURRENTLY EFFECTIVE RATES (Continued)
(Rates in \$/Dekatherm)

Park and Loan (PAL) Service Minimum Rate	Maximum Rate
Daily Parking Charge 0.0000	0.2867
Daily Loan Charge 0.0000	0.2867

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CURRENTLY EFFECTIVE RATES

		Rate	Units	Retention
FSS	Reservation Charges			
	Deliverability	Market-Based/Negotiable	\$/Dth	0.00%
	Capacity	Market-Based/Negotiable	\$/Dth	0.00%
	Commodity Charges			
	Injection	Market-Based/Negotiable	\$/Dth*	
	Withdrawal	Market-Based/Negotiable	\$/Dth*	

Firm Storage Component of Service under Rate Schedule NNS

	Reservation Charges			
	Deliverability	**	\$/Dth	0.00%
	Capacity	**	\$/Dth	0.00%
	Commodity Charges			
	Injection	**	\$/Dth*	
	Withdrawal	**	\$/Dth	
ISS	Inventory Charge	Market-Based/Negotiable	\$/Dth	0.00%
	Commodity Charge			
	Injection	Market-Based/Negotiable	\$/Dth*	
	Withdrawal	Market-Based/Negotiable	\$/Dth*	

* Retention percentages for Fuel Usage and Lost and Unaccounted For Gas applicable to injections into and withdrawals from storage shall be market-based rates negotiated by Transporter and Shipper, except for the firm storage component of service under Rate Schedule NNS for which the fuel retention percentage shall be calculated on the basis of retention quantities. Transporter is obligated to provide under its service agreement(s) with third-party providers for off-system firm storage and related transportation service(s).

** Transporter shall determine the rates for the firm storage component of service under Rate Schedule NNS as the pass-through of costs incurred by Transporter under service agreements with third-party providers for off-system firm storage and related transportation services.

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Substitute First Revised Sheet No. 13B Substitute First Revised Sheet No. 13B
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CURRENTLY EFFECTIVE RATES

FSS - Firm Storage Component of No-Notice Service under
Rate Schedule NNS

	Rate	Units	Retention
Reservation Charges (monthly)			
Deliverability	*	\$/Dth	0.00%
Capacity	*	\$/Dth	0.00%
Commodity Charges			
Injection	*	\$/Dth	**
Withdrawal	*	\$/Dth	**

* Transporter shall determine the rates for the firm storage component of service under Rate Schedule NNS as the pass-through of costs incurred by Transporter under service agreements with third-party providers for off-system firm storage and related transportation services.

** Retention percentages for Fuel Usage and Lost and Unaccounted For Gas applicable to injections into and withdrawals from storage shall be calculated on the basis of retention quantities. Transporter is obligated to provide under its service agreement(s) with third-party providers for off-system firm storage and related transportation service(s).

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RATE SCHEDULE FTS

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FTS is available for firm transportation service by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that (i) Shipper first meets the Creditworthiness criteria set forth in Section 5 of this Rate Schedule FTS, and (ii) Transporter and Shipper subsequently enter into appropriate Firm Transportation Service Agreement(s) ("FTS Agreement(s)") applicable to the requested Point(s) of Delivery for a term to be set forth in the FTS Agreement(s) in the form contained in Transporter's FERC Gas Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 (a) Transporter shall accept, for the account of Shipper at the Point(s) of Receipt on any Day, the quantity of Natural Gas tendered by or for the account of Shipper; provided, however, Transporter shall not be obligated to receive at any Point(s) of Receipt on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Quantity ("MDQ") plus Fuel Usage and Applicable Shrinkage, nor shall Transporter be obligated to receive at all Point(s) of Receipt a cumulative quantity of Natural Gas in excess of the MDQ plus Fuel Usage and Applicable Shrinkage without the consent of Transporter. Upon receipt of such Natural Gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of Natural Gas at the Point(s) of Delivery; provided, however, Transporter shall not be obligated to deliver at any one Point of Delivery on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Delivery Obligation, nor shall Transporter be obligated to deliver at all Point(s) of Delivery in the aggregate a cumulative quantity of Natural Gas in excess of the applicable MDQ. Transportation hereunder shall be firm and shall not be subject to curtailment or interruption or discontinuance, except as provided in Section 8 of this Rate Schedule.

RATE SCHEDULE FTS (continued)

(b) As a form of firm transportation service under this Rate Schedule FTS, Transporter may provide firm transportation backhaul only service, subject to the restrictions set forth in this paragraph, consisting of the receipt of Shipper's Gas at a Point or Points of Receipt on Transporter's system east of Noark Compressor Station and redelivery of an equivalent quantity of Gas for Shipper's account at the Wilburton and/or Boiling Springs Points of Delivery on Transporter's system. Transporter may grant a Shipper's request for firm transportation backhaul service if Transporter determines: (1) that it has available adequate unsubscribed capacity at the requested Point(s) of Receipt and Point(s) of Delivery to accommodate Shipper's requested MDQ; (2) that adequate forward haul transportation quantities exist on Transporter's system between Shipper's requested Point(s) of Delivery and Point(s) of Receipt to offset Shipper's requested backhaul MDQ and allow sufficient flows on all affected pipeline segments so as not to compromise Transporter's operational integrity or the provision of forward haul firm services; and (3) that the requested firm backhaul transportation service will reduce the hydraulic loads on Transporter's system. Shipper's use of secondary Receipt or Delivery Points, or requests to change primary Receipt or Delivery Points, shall be subject to Transporter's determination that Shipper's backhaul service continues to meet the three criteria described in the preceding sentence. Shipper's firm backhaul transportation service may be curtailed, on a pro rata basis for all firm transportation backhaul Shippers on the relevant pipeline segment(s), in the event that Transporter no longer provides quantities of forward haul transportation service that, in the aggregate, are sufficient, on Transporter's system between Shipper's Point(s) of Delivery and Point(s) of Receipt, to offset Shipper's backhaul transportation nominations and allow sufficient flows on all affected pipeline segments so as not to compromise Transporter's operational integrity or the provision of forward haul firm services. Transporter shall provide demand charge credits to Shippers based on the duration and capacity affected by any such curtailments by converting Shipper's demand charge to a daily unit rate and multiplying that rate by the quantity of Shipper's backhaul service curtailed for each Day. Transporter shall not be required to construct new facilities to provide firm transportation backhaul service. Charges for firm backhaul transportation service shall be as set forth on Sheet No. 13. Except as set forth in this paragraph, firm transportation backhaul service shall be governed by the provisions of Transporter's Rate Schedule FTS.

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RATE SCHEDULE FTS (continued)

2.2 (a) When new and/or expanded facilities are required to accommodate receipt of gas under this Rate Schedule FTS and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall

RATE SCHEDULE FTS (continued)

construct such facilities, provided, however, that Transporter shall not be required to install any facilities extending beyond Transporter's existing rights-of-way.

- (b) Except where (i) Transporter and Shipper mutually agree to share in the cost, or (ii) Transporter agrees to pay for the entire cost, Shipper shall pay for any facilities required to accommodate the receipt of gas under this Rate Schedule FTS. Transporter's determination to pay all or a portion of such costs shall be based on its evaluation as to whether such facilities will be economically beneficial to Transporter.
- (c) For the purposes of determining whether a project to transport gas is economically beneficial to Transporter, Transporter shall evaluate each prospective project based upon the incremental cost of the construction and operation of the facilities to be constructed by Transporter, and the incremental revenues that Transporter estimates will be generated as a result of constructing and/or modifying such facilities. In estimating the revenues to be generated, Transporter will calculate the revenues based upon the applicable transportation rates, exclusive of any Annual Charge Adjustment ("ACA") and/or Gas Research Institute ("GRI") charges, and the projected incremental volumes expected to be transported. Transporter will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Transporter's system.
- (d) In situations where Shipper is required to pay the total cost of the new facilities, Shipper's payment of the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" ("CIAC"), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e., Tax

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RATE SCHEDULE FTS (continued)

Reimbursement = (Tax Rate x (CIAC-Present Value of Tax Depreciation)) x (1 + (Tax Rate/(1-Tax Rate))).

The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.

- (e) Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions.
- (f) All facilities installed by Transporter under this Section 2.2 shall be owned and operated by Transporter.

2.3 If on any Day, Transporter determines that the available capacity on its pipeline system is insufficient to serve all FTS Shippers, then Transporter will schedule transportation service in accordance with the following:

- (a) First, for firm Shippers under Rate Schedule FTS nominating from a Primary Receipt Point to a Primary Delivery Point, Transporter will schedule transportation service based on the lesser of Shipper's MDQ allocated to the Primary Receipt Point or Primary Delivery Point.
- (b) Second, for firm Shippers under Rate Schedule FTS nominating from a Secondary Receipt Point to a Primary Delivery Point, Transporter will schedule transportation service based on Shipper's MDQ allocated to such Primary Delivery Point (in excess of transportation service scheduled to such Primary Delivery Point pursuant to Section 2.3(a), if applicable).

(c) Third, for firm Shippers under Rate Schedule FTS nominating to a Secondary Delivery Point within Shipper's Primary Path, Transporter will schedule transportation service based on the lesser of Shipper's MDQ allocated to the Point of Receipt or Point of Delivery for such Primary Path (less any transportation service scheduled pursuant to Sections 2.3(a) and 2.3(b), if applicable).

RATE SCHEDULE FTS (continued)

- (d) Fourth, for firm Shippers under Rate Schedule FTS nominating to a Secondary Delivery Point not within Shipper's Primary Path and all other firm transportation not scheduled pursuant to Sections 2.3(a), 2.3(b) and 2.3(c), Transporter will schedule transportation service for the capacity remaining after transportation scheduled pursuant to Sections 2.3(a), 2.3(b) and 2.3(c) is fulfilled on a pro-rata basis, based on Nominations.

3. RATE

3.1 The rate for transportation under this Rate Schedule FTS shall consist of (i) a monthly demand charge, as set forth in Section 3.2 of this Rate Schedule FTS, (ii) a commodity charge, as set forth in Sections 3.4 of this Rate Schedule FTS, (iii) an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and (iv) if applicable, a Gas Research Institute unit charge, as set forth in Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff. By mutual agreement between Transporter and

Substitute Original Sheet No. 17 Substitute Original Sheet No. 17 : Effective

RATE SCHEDULE FTS (continued)

Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma Service Agreement applicable to this Rate Schedule FTS.

- 3.2 The maximum monthly demand charge shall be equal to the applicable rate per Dth set forth in the currently effective Sheet No. 13 of this FERC Gas Tariff multiplied by the MDQ specified in the applicable Service Agreement. Transporter may elect to charge on a nondiscriminatory basis demand charges less than the maximum. However, Transporter is not obligated to transport gas at less than the maximum rate set forth on Sheet No. 13 of this FERC Gas Tariff.
- 3.3 The FTS Rate shall include a commodity charge, as set forth on the Schedule of Rates for Transportation of Natural Gas and Other Related Services of Transporter's FERC Gas Tariff, of which this Rate Schedule FTS is part and which is hereby incorporated herein. Unless Transporter notifies Shipper to the contrary, the applicable commodity charge shall be the Maximum Rate.
- 3.4 Transporter may from time to time and at any time adjust, on a non-discriminatory basis, the commodity charge component of the FTS Transportation Rate to be charged to any Shipper. In addition, Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the level of costs to be reimbursed by any shipper pursuant to Section 3.7(b) (provided that fuel costs shall not be adjusted below the actual costs level), or Section 3.7(c) (provided that such adjustments shall not result in the allocation of costs to other services). Any adjusted commodity charge shall not be less than the currently effective Minimum Commodity Rate, as set forth in Transporter's FERC Gas Tariff. Unless otherwise provided in the applicable Service Agreement, Transporter may commence charging such reduced commodity charges at any time on twenty four (24) hour oral or written notice and may increase such commodity charge to a level not to exceed the applicable Maximum Commodity Rate at any time on twenty four (24) hours oral or written notice. Any oral notice hereunder shall be confirmed in writing by Transporter within forty eight (48) hours.
- 3.5 If Transporter adjusts the commodity charges to any Shipper under Section 3.4, Transporter shall file all required reports with the Federal Energy Regulatory Commission.

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RATE SCHEDULE FTS (continued)

Shipper, discounts may be limited consistent with the provisions of Section 6.1 of the pro forma Service Agreement applicable to this Rate Schedule FTS.

- 3.2 The maximum monthly demand charge shall be equal to the applicable rate per Dth set forth in the currently effective Sheet No. 13 of this FERC Gas Tariff multiplied by the MDQ specified in the applicable Service Agreement. Transporter may elect to charge on a nondiscriminatory basis demand charges less than the maximum. However, Transporter is not obligated to transport gas at less than the maximum rate set forth on Sheet No. 13 of this FERC Gas Tariff.
- 3.3 The FTS Rate shall include a commodity charge, as set forth on the Schedule of Rates for Transportation of Natural Gas and Other Related Services of Transporter's FERC Gas Tariff, of which this Rate Schedule FTS is part and which is hereby incorporated herein. Unless Transporter notifies Shipper to the contrary, the applicable commodity charge shall be the Maximum Rate.
- 3.4 Transporter may from time to time and at any time adjust, on a non-discriminatory basis, the commodity charge component of the FTS Transportation Rate to be charged to any Shipper. In addition, Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the level of costs to be reimbursed by any shipper pursuant to Section 3.7(c) (provided that such adjustments shall not result in the allocation of costs to other services). Any adjusted commodity charge shall not be less than the currently effective Minimum Commodity Rate, as set forth in Transporter's FERC Gas Tariff. Unless otherwise provided in the applicable Service Agreement, Transporter may commence charging such reduced commodity charges at any time on twenty four (24) hour oral or written notice and may increase such commodity charge to a level not to exceed the applicable Maximum Commodity Rate at any time on twenty four (24) hours oral or written notice. Any oral notice hereunder shall be confirmed in writing by Transporter within forty eight (48) hours.
- 3.5 If Transporter adjusts the commodity charges to any Shipper under Section 3.4, Transporter shall file all required reports with the Federal Energy Regulatory Commission.

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FERC Docket: RP05-228-000

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Superseding: Substitute First Revised Sheet No. 17A

RATE SCHEDULE FTS (continued)

3.6 Billing and payment procedures applicable to transportation service pursuant to this Rate Schedule FTS are set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff.

RATE SCHEDULE FTS (continued)

- 3.7 In addition to the rates charged for transportation provided under this Rate Schedule FTS, Shipper shall reimburse Transporter:
- (a) For the costs, as determined under Section 2.2 of this Rate Schedule FTS, of facilities installed by Transporter with Shipper's consent to receive, measure, transport and deliver Natural Gas for the account of Shipper.
 - (b) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of Natural Gas to reimburse Transporter for volumes of Natural Gas consumed by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be charged to Shippers under this Rate Schedule FTS based on the percentages shown on Rate Sheet No. 13.
 - (c) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's Service Agreement or by any applicable regulation.
 - (d) For all charges incurred for scheduling and/or delivery imbalances, as set forth in Section 6 of this Rate Schedule FTS.
- 3.8 Negotiated Rates. Shipper and Transporter may agree to a negotiated rate with respect to the charges identified in Subsection 3.1 (i) and (ii) of this Rate Schedule FTS that may be less than, equal to or greater than the Maximum Rate; shall not be less than the Minimum Rate; may be based on rate design other than straight fixed variable; and may include a minimum quantity, production dedication or other form of consideration (a "Negotiated Rate"). Such Negotiated Rate shall be set forth on Exhibit C of the executed Service Agreement, which Agreement shall be filed with the Commission. The Maximum Rate shall be available to any Shipper that does not choose a Negotiated Rate.

Shippers paying a Negotiated Rate that exceeds the Maximum Rate will be considered to be paying the Maximum Rate for purposes of scheduling, curtailment and interruption, and calculating the economic value of a request for unsubscribed firm capacity. Replacement Shippers may not bid or pay a rate greater than the

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FERC Docket: RP06-207-000

Third Revised Sheet No. 19 Third Revised Sheet No. 19 : Effective

Superseding: Second Revised Sheet No. 19

RATE SCHEDULE FTS (continued)

Maximum Rate (unless the release is for less than one year until September 30, 2002), and are not eligible for Negotiated Rates under this Rate Schedule FTS Service Agreement.

A Shipper that has acquired firm capacity under a volumetric rate pursuant to Transporter's Negotiated Rate provisions is not eligible to release its capacity.

4. DATA REQUIRED FOR VALID REQUESTS FOR FIRM TRANSPORTATION

4.1 All prospective Shippers requesting firm transportation service to commence on or after the effective date of this Rate Schedule FTS must provide the information required by Transporter's Service Request Form included in Transporter's General Terms a

Ozark Gas Transmission, L.L.C.
1437 South Boulder
Suite 1501
Tulsa, OK 74119
Attention: Amy Nance
Telephone: (918) 496-4968
Fax: (918) 398-2165

4.2 In addition to containing all the applicable information identified in Transporter's Service Request Form, acceptance of a request for service is subject to the Creditworthiness provisions set forth in Section 5 of this Rate Schedule FTS.

4.3 The date on which service is requested to commence shall be no later than ninety (90) Days from the date of the request or, if construction of facilities is required by Transporter, the date on which all necessary governmental authorizations are rece

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Original Sheet No. 19A Original Sheet No. 19A : Effective

RATE SCHEDULE FTS (continued)

- 4.4 In the event Transporter determines that a prospective Shipper's request does not comply with Section 4.1, Transporter shall notify the prospective Shipper within ten (10) Days of receipt of the original request of the deficiencies and the additional

RATE SCHEDULE FTS (continued)

information or changes required to complete the request. If the prospective Shipper's request, as supplemented within fifteen (15) Days after such notice, is satisfactory, then such prospective Shipper's original request date shall be used for purposes of Transporter's log. If such prospective Shipper's request, as supplemented within said fifteen (15) Days, remains incomplete and deficient, then the prospective Shipper's request shall be deemed null and void.

- 4.5 If Transporter cannot honor a request for firm transportation due to insufficient capacity, such request shall not be of a continuing nature but rather shall remain valid only for thirty (30) Days after the date Transporter notifies the prospective Shipper of insufficient capacity. Thereafter, the prospective Shipper's request shall be deemed null and void.
- 4.6 An FTS Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of a prospective Shipper's request for firm transportation. In the event that the FTS Agreement is not executed by the prospective Shipper within the later of thirty (30) Days after Transporter tendered the FTS Agreement or the date of Transporter's acceptance in writing of Shipper's request for firm transportation, the FTS Agreement and the corresponding transportation request shall be deemed to be null and void.
- 4.7 Certifications. By executing the FTS Agreement, Shipper certifies:
 - (1) that Shipper either has title to the Natural Gas to be transported by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the Natural Gas to be transported by Transporter;
 - (2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving such gas; and
 - (3) if Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act, that Shipper has or will have prior to the commencement of service certification by a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural

RATE SCHEDULE FTS (continued)

Gas Policy Act, on whose behalf the transportation will be performed that the transportation will be "on behalf of" a local distribution company or intrastate pipeline company as that term may be defined by the Commission.

- 4.8 At the time that an FTS Agreement is executed, Shipper shall provide the names of the entities ultimately receiving the Natural Gas to be transported by Transporter (except where the Shipper is a Local Distribution Company ("LDC"), interstate pipeline or intrastate pipeline purchasing the gas for its system supply) and verification that all end-users have executed sales contracts to use the transportation service provided for in the FTS Service Agreement.

5. CREDITWORTHINESS

- 5.1 Prior to execution of an FTS Agreement, Shipper shall be required to establish Creditworthiness with Transporter. Transporter shall not be required to execute an FTS Agreement with any Shipper who fails to meet Transporter's standard for Creditworthiness. Any Shipper failing to meet Transporter's standard for Creditworthiness may still receive service under this Rate Schedule FTS if Shipper furnishes, and maintains for the term of the FTS Agreement, in form and substance acceptable to Transporter either (i) a guarantor letter from a creditworthy party, or (ii) the following:

- (a) a standby letter of credit from a major bank in an amount equal to the charge for performing the service for Shipper at the contracted MDQ for three Months; or
- (b) an escrow account for all Shipper's revenues from gas sales associated with the transportation service to cover transportation charges under Rate Schedule FTS in form and substance for three Months.

Transporter shall not be required to initiate firm service under an FTS Agreement to a Shipper who becomes insolvent.

- 5.2 The determination of Shipper's Creditworthiness shall be based upon:

- (a) Cash flow consideration: comparison of the maximum monthly demand

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First Revised Sheet No. 22 First Revised Sheet No. 22 : Effective

Superseding: Original Sheet No. 22

RATE SCHEDULE FTS (continued)

charge, as set forth in Section 3.2 of this Rate Schedule FTS, during the first Year of service with information derived from Shipper's financial statements.

(b) Balance sheet consideration: comparison of the net present value of Shipper's estimated total financial obligation to Transporter over the term of the requested FTS Agreement with information derived from Shipper's financial statements.

(c) Credit/financial history: any credit information obtained from banks or other third parties will be used in the overall evaluation process.

5.3 For purposes of Section 5.1 of this Rate Schedule FTS, the insolvency of a Shipper shall be evidenced by the filing by Shipper or its parent of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Shipper as bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect to the Shipper under applicable Federal or state laws, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the 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.

6. SCHEDULING OF RECEIPTS AND DELIVERIES

Scheduling is performed pursuant to Section 20 of Transporter's General Terms and Conditions.

RATE SCHEDULE FTS (continued)

7. POINTS OF RECEIPT AND DELIVERY

7.1 Point(s) of Receipt. The Point(s) of Receipt for a Shipper's FTS Agreement under this Rate Schedule FTS shall be at such points as may be agreed to by the parties as set forth in executed FTS Agreements between Transporter and Shipper and authorized by FERC where Shipper shall deliver, or cause to be delivered, Natural Gas to Transporter for transportation service. Shipper shall have the right to designate Point(s) of Receipt as Primary Receipt Point(s), subject to Transporter's determination that it has adequate available receipt capacity at such Point(s) of Receipt. If Shipper designates a single Primary Receipt Point, Shipper's entire MDQ will be allocated to such Primary Receipt Point. If Shipper designates more than one Point of Receipt as a Primary Receipt Point, Shipper shall also designate the portion of its MDQ to be allocated to each Primary Receipt Point; provided that the total of such allocated portions must equal Shipper's MDQ. Shipper's Point(s) of Receipt shall be Secondary Receipt Points if not designated as Primary Receipt Point(s) or to the extent nominations for a Day at a Primary Receipt Point exceed the allocated MDQ for such point pursuant to the previous two sentences.

7.2 Point(s) of Delivery. The Point(s) of Delivery under this Rate Schedule FTS shall be the points where Transporter shall deliver Natural Gas to or for the account of Shipper after transportation and shall be at such points as may be agreed to by the parties as set forth in executed FTS Agreements between Transporter and Shipper and authorized by FERC. Shipper shall have the right to designate Point(s) of Delivery as Primary Delivery Point(s), subject to Transporter's determination that it has adequate available delivery capacity at such Point(s) of Delivery. If Shipper designates a single Primary Delivery Point, Shipper's entire MDQ will be allocated to such Primary Delivery Point. If Shipper designates more than one Point of Delivery as a Primary Delivery Point, Shipper shall also designate the portion of its MDQ to be allocated to each Primary Delivery Point; provided that the total of such allocated portions must equal Shipper's MDQ. Shipper's Point(s) of Delivery shall be Secondary Delivery Points if not designated as Primary Delivery Point(s) or to the extent nominations for a Day at a Primary Delivery Point exceed the allocated MDQ for such point pursuant to the previous two sentences.

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FERC Docket: RP00-408-002

Substitute First Revised Sheet No. 23 Substitute First Revised Sheet No. 23 : Effective
Superseding: Original Sheet No. 23

RATE SCHEDULE FTS (continued)

equipment of pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or conditions of this Rate Schedule FTS or an executed FTS Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

- 8.3 Service under this Rate Schedule FTS may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of Natural Gas on any Day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.
- 8.4 In the event on any Day Transporter is unable to receive for transportation the total MDQ of any Shipper receiving service under this Rate Schedule FTS due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be allocated pro rata based on MDQ.
- 8.5 Partial Demand Charge Credits in Force Majeure Circumstances. If during any Month Transporter shall have failed, by reason of force majeure, to deliver for the account of Shipper on any Day a quantity of Natural Gas equivalent to the MDQ or such lesser quantity of Natural Gas (exclusive of Fuel Usage and Applicable Shrinkage) as shall have been tendered by or for the account of Shipper (a "Firm Delivery Shortfall"), Transporter shall become obligated to provide a partial demand charge credit in favor of Shipper, as specified in this Section 8.5. Notwithstanding the occurrence of a Firm Delivery Shortfall, Shipper shall remain obligated to pay to Transporter the full amount of the applicable monthly Demand Charge specified in Section 3.2 of Rate Schedule FTS and the applicable FTS Agreement for the Month in which the Firm Delivery Shortfall occurred. Transporter shall, however, reflect in the invoice rendered Shipper for service under the applicable FTS Agreement in the next succeeding Month partial demand charge credits corresponding to the Firm Delivery Shortfall. Such partial demand charge credits shall be calculated as to each

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Original Sheet No. 24A Original Sheet No. 24A : Effective

Day in which a Firm Delivery Shortfall occurred by multiplying (i) the amount of the Firm Delivery Shortfall on such Day by (ii) the result of dividing (x) the Equity Return and Associated Income Tax Component (as defined in the next sentence) by (y) the number of Days on the applicable Month. For purposes of performing this calculation, the Equity Return and Associated Income Tax Component shall be deemed to be the percentage of the monthly Demand Charge which the allowance for return on equity and associated income taxes underlying Transporter's then-effective FTS rates bears to the total cost of service underlying those rates, as reflected in the rate settlement or FERC order authorizing Transporter to collect such rates.

9. RECEIPT AND DELIVERY PRESSURE.

Transporter shall not be obligated to deliver Natural Gas at the Point(s) of Delivery at a pressure in excess of the delivery pressure specified in the FTS Service Agreement. Transporter shall not be obligated to reduce the existing level of pressure at any Point(s) of Receipt in order to effectuate receipt of Natural Gas.

10. LAWS AND REGULATIONS

This Rate Schedule FTS and the executed FTS Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service

RATE SCHEDULE FTS (continued)

provided under this Rate Schedule FTS is implemented pursuant to Transporter's blanket certificate issued pursuant to Section 7(c) of the Natural Gas Act.

11. ASSIGNMENTS

Either Transporter, Shipper or both may assign or pledge the executed FTS Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute covering substantially all of its properties; otherwise neither party may assign the executed FTS Agreement, in whole or in part, or any of its rights hereunder, unless it first shall have obtained the written consent of the other party.

12. LINE PACK

The total quantity of Natural Gas needed by Transporter for the purging, pressuring and maintaining pressure on Transporter's system, testing of Transporter's facilities, and for major expansions or line additions ("Line Pack") shall be purchased by Transporter pro rata from all firm Shippers, unless Transporter can purchase Line Pack directly from a third party at less cost. When Line Pack is needed, Shipper's portion of Line Pack shall be based pro rata on Shipper's MDQ and Transporter's total firm MDQs. The price per MMBtu to be paid Shipper for Line Pack Gas sold to Transporter shall be Shipper's average cost per MMBtu for all gas delivered by Shipper to Transporter during the Month in which Transporter purchases such Natural Gas from Shipper.

Transporter and Shipper recognize that not all firm Shippers may have Natural Gas available for Line Pack as of the date when such volumes are required by Transporter. Transporter and Shipper agree that those having Natural Gas available when such volumes are required by Transporter for Line Pack shall furnish the necessary quantity of Natural Gas for Line Pack and any excess Natural Gas so furnished shall be reimbursed in Natural Gas on a thermal equivalent basis by Transporter from Natural Gas delivered by such other firm Shippers not having Natural Gas available on the date when such volumes are required by Transporter as Natural Gas is received by Transporter from such other firm Shippers for transportation. If the quantity of Natural Gas sold to Transporter by Shipper for Line Pack is determined to exceed at any time Shipper's portion of the total Line Pack required by Transporter, then such excess shall not be reimbursed but shall be applied to any future Line Pack increase required by Transporter from Shipper until such excess is eliminated.

RATE SCHEDULE FTS (continued)

From time to time Line Pack quantities shall be adjusted upward when deemed appropriate by Transporter in its sole judgment and will reflect Shipper's MDQ at such times.

Following occurrences when Line Pack quantities are required (other than normal daily losses) Transporter shall estimate the quantity of Natural Gas needed and shall specify when such quantity shall be sold and delivered to Transporter by Shipper and other firm Shippers to meet such requirements. Upon notification by Transporter, Shipper shall sell and deliver to Transporter such Natural Gas based pro rata upon Shipper's MDQ and Transporter's total firm MDQs immediately prior to such occurrences when Line Pack quantities are required.

13. GOVERNMENTAL APPROVALS

13.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this Rate Schedule FTS and the executed FTS Agreement.

13.2 Transporter's and Shipper's obligations under this Rate Schedule FTS and the executed FTS Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision of the executed FTS Agreement or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions of the executed FTS Agreement.

14. OTHER OPERATING CONDITIONS

14.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders Natural Gas to Transporter for transportation, and such arrangements must be compatible with Transporter's pipeline operations. Such arrangements shall be coordinated with Transporter's dispatchers.

RATE SCHEDULE FTS (continued)

- 14.2 Transporter shall not be required to perform service under this Rate Schedule FTS in the event all facilities necessary to render the requested service are not in existence at the time the request is made.
- 14.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this Rate Schedule FTS on behalf of any Shipper that has applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal Creditworthiness, as set forth in Section 5 of this Rate Schedule FTS.
- 14.4 Subject to the receipt of all necessary regulatory authorizations, Transporter shall not be required to perform service under this Rate Schedule FTS on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule FTS and with the terms of Shipper's FTS Agreement with Transporter; provided, however, Transporter shall give Shipper at least fifteen (15) Days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization to terminate service under the applicable FTS Agreement.
- 14.5 From the time the Natural Gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such Natural Gas with other gas in Transporter's pipeline system.

15. MEASUREMENT

Transporter shall arrange for or shall install, operate and maintain at or near Point(s) of Receipt and Point(s) of Delivery measuring equipment which shall meet the qualifications set out in Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff of which this Rate Schedule FTS is a part. The provisions of Section 3 of the said General Terms and Conditions shall apply to Transporter's measuring equipment hereunder except that, in lieu of a recording calorimeter, Transporter may determine the Heating Value of Natural Gas transported hereunder on the basis of samples taken at periodic intervals.

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FERC Docket: RP03-164-000

Second Revised Sheet No. 28 Second Revised Sheet No. 28 : Effective

Superseding: First Revised Sheet No. 28

RATE SCHEDULE FTS (continued)

16. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule FTS shall control. To the extent that any provision of the FTS Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the Tariff shall control.

17. SEGMENTATION

A firm Shipper under this Rate Schedule FTS, including a Replacement Shipper, shall have the right to segment the capacity it has contracted for into separate parts, both for its own use and for release to a Replacement Shipper. A Shipper (or a Releasing Shipper and a Replacement Shipper) may segment its capacity by simultaneously transporting its full contract demand in a forwardhaul and its full contract demand in a backhaul to the same point. Total Nominations by Shipper and/or Replacement Shipper(s) using such segmented capacity may not exceed Shipper's MDQ on any portion of Transporter's system.

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FERC Docket: RP08-458-000

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

RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule FSS is available for firm storage service by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that:

(a) Shipper first meets the Creditworthiness criteria set forth in Section 9 of this Rate Schedule FSS;

(b) Shipper submits a valid Request for Service in accordance with Section 18 of the General Terms and Conditions of Transporter's FERC Gas Tariff and Section 8 of this Rate Schedule FSS and Shipper and Transporter subsequently enter into an appropriate Firm Storage Service Agreement ("FSS Service Agreement") for a term to be set forth in the FSS Service Agreement in the form contained in Transporter's FERC Gas Tariff;

(c) Transporter determines that it has sufficient available and uncommitted storage capacity to perform the service requested by Shipper; and

(d) The Shipper requesting service must hold either firm or interruptible transportation capacity sufficient to accommodate the Maximum Daily Withdrawal Quantity ("MDWQ") for the level of firm storage service requested by Shipper.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transporter does not own or operate natural gas storage capacity. Transporter will only be capable of providing service under this Rate Schedule FSS if it is able to obtain storage capacity and related transportation services from third-party providers and use such capacity and services to provide storage services to its Shippers pursuant to Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

Effective Date: 09/01/2008 Status: Pending
FERC Docket: RP08-458-001

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Superseding: Original Sheet No. 29

RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule FSS is available for firm storage service by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that:

(a) Shipper first meets the Creditworthiness criteria set forth in Section 9 of this Rate Schedule FSS;

(b) Shipper submits a valid Request for Service in accordance with Section 18 of the General Terms and Conditions of Transporter's FERC Gas Tariff and Section 8 of this Rate Schedule FSS and Shipper and Transporter subsequently enter into an appropriate Firm Storage Service Agreement ("FSS Service Agreement") for a term to be set forth in the FSS Service Agreement in the form contained in Transporter's FERC Gas Tariff;

(c) Transporter determines that it has sufficient available and uncommitted storage capacity to perform the service requested by Shipper; and

(d) The Shipper requesting service must hold either firm or interruptible transportation capacity sufficient to accommodate the Maximum Daily Withdrawal Quantity ("MDWQ") for the level of firm storage service requested by Shipper; and

(e) The Shipper meets all of the requirements for, and has arranged for, no-notice service under Rate Schedule NSS. Transporter will only provide firm storage service under Rate Schedule FSS as a component of no-notice service.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transporter does not own or operate natural gas storage capacity. Transporter will only be capable of providing service under this Rate Schedule FSS if it is able to obtain storage capacity and related transportation services from third-party providers and use such capacity and services to provide storage services to its Shippers pursuant to Section 29 of the General Terms and Conditions of this FERC Gas Tariff.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: RP08-458-000

Original Sheet No. 29A Original Sheet No. 29A

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

Within five (5) Business Days following Transporter's receipt of a valid Request for Service from a Shipper requesting service under this Rate Schedule FSS, Transporter shall solicit proposals from third-party providers for off-system firm storage services to be provided at Points of Receipt and Delivery on Transporter's system. Transporter shall allow third-party providers fifteen (15) Business Days to respond to Transporter's solicitation. Such off-system storage services may include related transportation services to and from Transporter's system. Transporter shall select the best third-party proposal on the basis of (1) the degree to which the proposal matches the service requested by Shipper, and (2) the proposal with the lowest cost. Upon determining the best proposal, Transporter shall negotiate market-based rates with its prospective Shipper. If Transporter and Shipper reach agreement as to market-based rates, Transporter shall execute the service agreement(s) with the third-party provider for off-system firm storage and related transportation services and Transporter and Shipper shall execute the Service Agreement for service under this Rate Schedule FSS. Transporter shall not be obligated to honor Shipper's Request for Service if Transporter does not receive an acceptable response to its solicitation of off-system capacity or if Transporter and Shipper are unable to agree upon rates for firm storage services.

Shipper's rights to extend service under its Service Agreement, including any rights of first refusal, shall be limited by Transporter's rights to extend the term of its service agreements for off-system firm storage and related transportation services, provided that such limitations on Transporter's right to extend its off-system capacity arrangements must be specified in a third-party provider's tariff and/or as provided by FERC's regulations.

Transporter shall employ the same process as stated above for requests for the Firm Storage Service component of service under Rate Schedule NNS except that, instead of negotiating market-based rates, Transporter shall calculate cost-based rates consisting of the pass-through of all costs under Transporter's service agreements with third-party providers for off-system firm storage and related transportation services. Transporter shall provide to Shipper a detailed explanation of its calculation of the cost-based rates.

Effective Date: 09/01/2008 Status: Pending
FERC Docket: RP08-458-001

Substitute Original Sheet No. 29A Substitute Original Sheet No. 29A

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

Within five (5) Business Days following Transporter's receipt of a valid Request for Service from a Shipper requesting service under this Rate Schedule FSS, Transporter shall solicit proposals from third-party providers for off-system firm storage services to be provided at Points of Receipt and Delivery on Transporter's system. Transporter shall allow third-party providers fifteen (15) Business Days to respond to Transporter's solicitation. Such off-system storage services may include related transportation services to and from Transporter's system. Transporter shall select the best third-party proposal on the basis of (1) the degree to which the proposal matches the service requested by Shipper, and (2) the proposal with the lowest cost. Upon determining the best proposal, Transporter shall calculate cost-based rates as the Firm Storage Service component of service under Rate Schedule NNS consisting of the pass-through of all costs under Transporter's service agreements with third-party providers for off-system firm storage and related transportation services. Transporter shall provide to Shipper a detailed explanation of its calculation of the cost-based rates. If Shipper agrees to pay the cost-based rates determined by Transporter, Transporter shall execute the service agreement(s) with the third-party provider for off-system firm storage and related transportation services and Transporter and Shipper shall execute the Service Agreement for service under this Rate Schedule FSS. Transporter shall not be obligated to honor Shipper's Request for Service if Transporter does not receive an acceptable response to its solicitation of off-system capacity or if Shipper does not agree to pay the cost-based rates for firm storage services.

Shipper's rights to extend service under its Service Agreement, including any rights of first refusal, shall be limited by Transporter's rights to extend the term of its service agreements for off-system firm storage and related transportation services, provided that such limitations on Transporter's right to extend its off-system capacity arrangements must be specified in a third-party provider's tariff and/or as provided by FERC's regulations.

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Superseding: Original Sheet No. 30

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

2.2 Firm storage service provided hereunder provides for (i) the firm receipt and injection of Shipper's Natural Gas into Transporter's storage in accordance with Section 4 of this Rate Schedule; (ii) the storage of Shipper's Natural Gas in Transporter's storage; and (iii) the firm withdrawal and delivery of Shipper's Natural Gas from Transporter's storage in accordance with Section 3 of this Rate Schedule. Firm storage service requires the Shipper to schedule and nominate quantities of Natural Gas to be injected and withdrawn from storage. Service under this Rate Schedule FSS shall be firm and shall not be subject to curtailment or interruption, except as provided in Section 12 of this Rate Schedule. Injections and withdrawals of Natural Gas to or from storage that are not in accordance with Sections 3 and 4, respectively, of this Rate Schedule will be permitted on an interruptible basis, subject to Transporter's discretion.

3. WITHDRAWALS

3.1 Shipper's daily withdrawals under this Rate Schedule FSS shall not exceed its Maximum Daily Withdrawal Quantity, subject to restrictions based on Shipper's Natural Gas in storage as set forth in Shipper's FSS Service Agreement.

4. INJECTIONS

4.1 Shipper's maximum daily injection quantity under this Rate Schedule FSS shall be the same as its Maximum Daily Withdrawal Quantity, subject to such restrictions on daily injections based on Shipper's Natural Gas in storage as set forth in Shipper's FSS Service Agreement.

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Substitute First Revised Sheet No. 30 Substitute First Revised Sheet No. 30
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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

2.2 Firm storage service provided hereunder provides for (i) the firm receipt and injection of Shipper's Natural Gas into Transporter's storage in accordance with Section 4 of this Rate Schedule; (ii) the storage of Shipper's Natural Gas in Transporter's storage; and (iii) the firm withdrawal and delivery of Shipper's Natural Gas from Transporter's storage in accordance with Section 3 of this Rate Schedule. Firm storage service requires the Shipper to schedule and nominate quantities of Natural Gas to be injected and withdrawn from storage. Service under this Rate Schedule FSS shall be firm and shall not be subject to curtailment or interruption, except as provided in Section 12 of this Rate Schedule. Injections and withdrawals of Natural Gas to or from storage that are not in accordance with Sections 3 and 4, respectively, of this Rate Schedule will be permitted on an interruptible basis, subject to Transporter's discretion.

3. WITHDRAWALS

3.1 Shipper's daily withdrawals under this Rate Schedule FSS shall not exceed its Maximum Daily Withdrawal Quantity, subject to restrictions based on Shipper's Natural Gas in storage as set forth in Shipper's FSS Service Agreement.

4. INJECTIONS

4.1 Shipper's maximum daily injection quantity under this Rate Schedule FSS shall be the same as its Maximum Daily Withdrawal Quantity, subject to such restrictions on daily injections based on Shipper's Natural Gas in storage as set forth in Shipper's FSS Service Agreement.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

5. RATES AND CHARGES

5.1 The applicable rates per Dth under this Rate Schedule FSS for firm storage service are set forth on currently effective Sheet No. 13A of this tariff and those rates are incorporated herein by reference. The amounts which shall be paid by Shipper each month during the term of Shipper's FSS Service Agreement shall include the sum of the amounts due under the subsections of this Section 5 that are applicable to Shipper for such month.

5.2 Reservation Charges:

- (a) The FSS Deliverability Reservation Charge shall be paid each month for each Dth of Shipper's Maximum Daily Withdrawal Quantity.
- (b) The FSS Capacity Reservation Charge shall be paid each month for each Dth of Shipper's Maximum Storage Quantity.

5.3 Commodity Charges:

- (a) The FSS Injection Charge shall be paid each month for each Dth of Natural Gas injected to storage by Transporter on behalf of Shipper during the month.
- (b) The FSS Withdrawal Charge shall be paid each month for each Dth of Natural Gas withdrawn from storage by Transporter on behalf of Shipper during the month.

The foregoing commodity charges shall be subject to an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and if applicable, a Gas Research Institute unit charge, as set forth in Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

5.4 Billing and payment procedures applicable to storage service pursuant to this Rate Schedule FSS are set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff.

5.5 In addition to the rates charged for storage service provided under this Rate Schedule FSS, Shipper shall reimburse Transporter:

(a) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for injection to or withdrawal from storage, an additional volume of Natural Gas to reimburse Transporter for volumes of Natural Gas consumed for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be charged to Shippers under this Rate Schedule FSS as set forth on Rate Sheet No. 13A.

(b) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's FSS Service Agreement or by any applicable regulation.

6. TRANSFER IN PLACE OF TITLE TO STORED NATURAL GAS

6.1 A Rate Schedule FSS Shipper may transfer volumes of Natural Gas stored pursuant to its FSS Service Agreement to another FSS or ISS Service Agreement, either held by Shipper or someone else, if:

(a) Both the transferor and the transferee provide Transporter with verification of the transfer in writing at least one Business Day prior to the effective date of the transfer;

The transfer does not cause the stored volumes to exceed the Maximum Storage Quantity of the transferee; and

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First Revised Sheet No. 32 First Revised Sheet No. 32
Superseding: Original Sheet No. 32

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and if applicable, a Gas Research Institute unit charge, as set forth in Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

5.4 Billing and payment procedures applicable to storage service pursuant to this Rate Schedule FSS are set forth in the General Terms and Conditions of Transporter's FERC Gas Tariff.

5.5 In addition to the rates charged for storage service provided under this Rate Schedule FSS, Shipper shall reimburse Transporter:

(a) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for injection to or withdrawal from storage, an additional volume of Natural Gas to reimburse Transporter for volumes of Natural Gas consumed for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be charged to Shippers under this Rate Schedule FSS as set forth on Rate Sheet No. 13B.

(b) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's FSS Service Agreement or by any applicable regulation.

6. TRANSFER IN PLACE OF TITLE TO STORED NATURAL GAS

6.1 A Rate Schedule FSS Shipper may transfer volumes of Natural Gas stored pursuant to its FSS Service Agreement to another FSS Service Agreement, either held by Shipper or someone else, if:

(a) Both the transferor and the transferee provide Transporter with verification of the transfer in writing at least one Business Day prior to the effective date of the transfer;

(b) The transfer does not cause the stored volumes to exceed the Maximum Storage Quantity of the transferee; and

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Superseding: Original Sheet No. 33
RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

(c) The transfer does not cause any party to be in violation of any requirement of Transporter's tariff.

7. RETENTION OF SHIPPER'S GAS LEFT IN STORAGE

7.1 A Shipper electing not to renew its FSS Service Agreement will be required to withdraw all of its Natural Gas in Transporter's storage by the termination date of its FSS Service Agreement. In the event that quantities of Shipper's Natural Gas remain

8. DATA REQUIRED FOR VALID REQUESTS FOR FIRM TRANSPORTATION

8.1 All prospective Shippers requesting firm storage service to commence on or after the effective date of this Rate Schedule FSS must provide the information required by Transporter's Service Request Form included in Transporter's General Terms and Cond

Ozark Gas Transmission, L.L.C.
1437 South Boulder
Suite 1502
Tulsa, OK 74119
Attention: Amy Nance
Telephone: (918) 496-4968
Fax: (918)398-2165
e-mail: anance@aplmc.com

8.2 In addition to containing all the applicable information identified in Transporter's Service Request Form, acceptance of a request for service is subject to the Creditworthiness provisions set forth in Section 9 of this Rate Schedule FSS.

8.3 The date on which service is requested to commence shall be no later than ninety (90) Days from the date of the request.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

- 8.4 In the event Transporter determines that a prospective Shipper's request does not comply with Section 8.1, Transporter shall notify the prospective Shipper within ten (10) Days of receipt of the original request of the deficiencies and the additional information or changes required to complete the request. If the prospective Shipper's request, as supplemented within fifteen (15) Days after such notice, is satisfactory, then such prospective Shipper's original request date shall be used for purposes of Transporter's log. If such prospective Shipper's request, as supplemented within said fifteen (15) Days, remains incomplete and deficient, then the prospective Shipper's request shall be deemed null and void.

If Transporter cannot honor a request for firm storage service due to insufficient capacity, such request shall not be of a continuing nature but rather shall remain valid only for thirty (30) Days after the date Transporter notifies the prospective Shipper of insufficient capacity. Thereafter, the prospective Shipper's request shall be deemed null and void.

- 8.5 An FSS Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of a prospective Shipper's request for firm storage service. In the event that the FSS Service Agreement is not executed by the prospective Shipper within the later of thirty (30) Days after Transporter tendered the FSS Service Agreement or the date of Transporter's acceptance in writing of Shipper's request for firm storage service, the FSS Service Agreement and the corresponding storage service request shall be deemed to be null and void.

- 8.6 Certifications. By executing the FSS Service Agreement, Shipper certifies:

(a) that Shipper either has title to the Natural Gas to be stored by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the Natural Gas to be stored by Transporter; and

(b) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving such gas.

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Original Sheet No. 34A Original Sheet No. 34A : Effective

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

9. CREDITWORTHINESS

9.1 Prior to execution of an FSS Service Agreement, Shipper shall be required to establish Creditworthiness with Transporter. Transporter shall not be required to execute an FSS Service Agreement with any Shipper who fails to meet Transporter's standard for Creditworthiness. Any Shipper failing to meet Transporter's standard for Creditworthiness may still receive service under this Rate Schedule FSS if Shipper furnishes, and maintains for the term of the FSS Service Agreement, in form and substance acceptable to Transporter either (i) a guarantor letter from a creditworthy party, or (ii) the following:

- (a) a standby letter of credit from a major bank in an amount equal to the charge for performing the service for Shipper at the contracted Maximum Daily Withdrawal Quantity and Maximum Storage Quantity for three Months; or
- (b) an escrow account for all Shipper's revenues from gas sales associated with the transportation of Natural Gas withdrawn from storage to cover firm storage charges under Rate Schedule FSS in form and substance acceptable to Transporter.

Transporter shall not be required to initiate firm storage service under an FSS Service Agreement to a Shipper who becomes insolvent.

9.2 The determination of Shipper's Creditworthiness shall be based upon:

- (a) Cash flow consideration: comparison of the maximum monthly reservation charges, as set forth in Section 5.2 of this Rate Schedule FSS, during the first Year of service with information derived from Shipper's financial statements.
- (b) Balance sheet consideration: comparison of the net present value of Shipper's estimated total financial obligation to Transporter over the term of the requested FSS Service Agreement with information derived from Shipper's financial statements.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

(c) Credit/financial history: any credit information obtained from banks or other third parties will be used in the overall evaluation process.

9.3 For purposes of Section 9.1 of this Rate Schedule FSS, the insolvency of a Shipper shall be evidenced by the filing by Shipper or its parent of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Shipper as bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect to the Shipper under applicable federal or state laws, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the 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.

10. SCHEDULING OF RECEIPTS AND DELIVERIES

10.1 Scheduling is performed pursuant to Section 19 of Transporter's General Terms and Conditions.

11. POINTS OF RECEIPT AND DELIVERY

11.1 The Point of Receipt and Point of Delivery under this Rate Schedule FSS shall be as set forth in Shipper's Service Agreement.

12. FORCE MAJEURE

12.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed FSS Service Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed FSS Service Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under the FSS Service Agreement; provided, however, such force majeure condition shall be remedied with

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

(c) Credit/financial history: any credit information obtained from banks or other third parties will be used in the overall evaluation process.

9.3 For purposes of Section 9.1 of this Rate Schedule FSS, the insolvency of a Shipper shall be evidenced by the filing by Shipper or its parent of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction adjudging the Shipper as bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect to the Shipper under applicable federal or state laws, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the 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.

10. SCHEDULING OF RECEIPTS AND DELIVERIES

10.1 Scheduling is performed pursuant to Section 19 of Transporter's General Terms and Conditions.

11. POINTS OF RECEIPT AND DELIVERY

11.1 The Point of Receipt and Point of Delivery under this Rate Schedule FSS shall be as set forth in Shipper's Service Agreement.

12. FORCE MAJEURE

12.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed FSS Service Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed FSS Service Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under the FSS Service Agreement; provided, however, such force majeure condition shall be remedied with TF0355 10010P128First Revised Sheet No. 55

SHEET NO. 55 IS RESERVED FOR FUTURE USE

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.

12.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or conditions of this Rate Schedule FSS or an executed FSS Service Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

12.3 Service under this Rate Schedule FSS may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of Natural Gas on any Day below the Maximum Daily Withdrawal Quantity to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating or facilities and equipment or due to facility maintenance or freeze offs.

12.4 In the event on any Day Transporter is unable to receive for storage the total Maximum Daily Withdrawal Quantity of any Shipper receiving service under this Rate Schedule FSS due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be allocated pro rata based on MDWQ.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

12.5 Partial Reservation Charge Credits in Force Majeure Circumstances. If during any Month Transporter shall have failed, by reason of force majeure, to deliver or receive for the account of Shipper on any Day a quantity of Natural Gas equivalent to the Maximum Daily Withdrawal Quantity or such lesser quantity of Natural Gas (exclusive of Fuel Usage and Applicable Shrinkage) as shall have been tendered by or for the account of Shipper (a "Firm Delivery Shortfall"), Transporter shall become obligated to provide a partial demand charge credit in favor of Shipper, as specified in this Section 12.5. Notwithstanding the occurrence of a Firm Delivery Shortfall, Shipper shall remain obligated to pay to Transporter the full amount of the applicable monthly Reservation Charges specified in Section 5.2 of this Rate Schedule FSS and the applicable FSS Service Agreement for the Month in which the Firm Delivery Shortfall occurred. Transporter shall, however, reflect in the invoice rendered Shipper for service under the applicable FSS Service Agreement in the next succeeding Month partial reservation charge credits corresponding to the Firm Delivery Shortfall. Such partial reservation charge credits shall be calculated as to each Day in which a Firm Delivery Shortfall occurred by multiplying (i) the amount of the Firm Delivery Shortfall on such Day by (ii) the result of dividing (x) the Equity Return and Associated Income Tax Component (as defined in the next sentence) by (y) the number of Days in the applicable Month. For purposes of performing this calculation, the Equity Return and Associated Income Tax Component shall be deemed to be the percentage of the monthly Reservation Charges which the allowance for return on equity and associated income taxes underlying Transporter's then-effective FSS rates bears to the total cost of service underlying those rates, as reflected in the rate settlement or FERC order authorizing Transporter to collect such rates.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

13. LAWS AND REGULATIONS

13.1 This Rate Schedule FSS and the executed FSS Service Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either state or federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service provided under this Rate Schedule FSS is implemented pursuant to Transporter's blanket certificate issued pursuant to Section 7(c) of the Natural Gas Act.

14. ASSIGNMENTS

14.1 Either Transporter, Shipper or both may assign or pledge the executed FSS Service Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute covering substantially all of its properties; otherwise neither party may assign the executed FSS Service Agreement, in whole or in part, or any of its rights hereunder, unless it first shall have obtained the written consent of the other party.

15. GOVERNMENTAL APPROVALS

15.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this Rate Schedule FSS and the executed FSS Service Agreement.

15.2 Transporter's and Shipper's obligations under this Rate Schedule FSS and the executed FSS Service Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision of the executed FSS Service Agreement or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby,

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)
Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions of the executed FSS Service Agreement.

16. OTHER OPERATING CONDITIONS

16.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point of Receipt where it tenders Natural Gas to Transporter for storage, and such arrangements must be compatible with Transporter's pipeline and storage operations. Such arrangements shall be coordinated with Transporter's schedulers.

16.2 Transporter shall not be required to perform service under this Rate Schedule FSS in the event all facilities necessary to render the requested service are not in existence at the time the request is made.

16.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this Rate Schedule FSS on behalf of any Shipper that has applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal Creditworthiness, as set forth in Section 9 of this Rate Schedule FSS.

16.4 Subject to the receipt of all necessary regulatory authorizations, Transporter shall not be required to perform service under this Rate Schedule FSS on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule FSS and with the terms of Shipper's FSS Service Agreement with Transporter; provided, however, Transporter shall give Shipper at least fifteen (15) Days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization to terminate service under the applicable FSS Service Agreement.

16.5 From the time the Natural Gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such Natural Gas with other gas in Transporter's pipeline system or storage.

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

17. MEASUREMENT

17.1 Transporter shall arrange for or shall install, operate and maintain measuring equipment at or near the Point of Receipt and Point of Delivery

18. GENERAL TERMS AND CONDITIONS

18.1 All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule FSS shall control. To the extent that any provision of the FSS Service Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the Tariff shall control.

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Superseding: Original Sheet No. 35

RATE SCHEDULE NNS
NO-NOTICE SERVICE

1. AVAILABILITY

1.1 This rate schedule is available for the provision of No-Notice transportation service by Ozark Gas Transmission, L.L.C. hereinafter called ("Transporter") for any party (hereinafter called "Shipper") under the following conditions:

(a) Shipper submits a valid Request for Service in accordance with Section 18 of the General Terms and Conditions of Transporter's Tariff requesting no-notice service as a combination of Shipper's existing or to be executed Service Agreements for service under Rate Schedules FTS and/or FSS (such Request for Service may be combined with a Request for Service under Rate Schedules FTS and or FSS);

(b) The Shipper requesting service has executed a valid Service Agreement with Transporter for service pursuant to Rate Schedule FTS or will execute such a Service Agreement on or before the date service under Rate Schedule NNS is requested to begin; and

(c) The Shipper requesting service has executed a valid Service Agreement with Transporter for service pursuant to Rate Schedule FSS using the rates for the firm storage component of service under Rate Schedule NNS in accordance with Rate Schedule FSS Section 2.1 or will execute such a Service Agreement on or before the date service under Rate Schedule NNS is requested to begin. Ozark Gas Transmission, L.L.C. offers firm no-notice service using storage capacity and related transportation services it acquires pursuant to service agreement(s) with off-system third-party providers. Ozark states that it will only transport Natural Gas for others using such acquired storage and pipeline capacity pursuant to its open access tariff subject to its rates approved by the Federal Energy Regulatory Commission.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to No-Notice Service, subject to the terms set forth in this tariff. No-Notice Service allows a customer to combine firm storage service under Rate Schedule FSS with firm transportation service under Rate Schedule FTS

RATE SCHEDULE NNS
NO-NOTICE SERVICE (Continued)

to automatically allow any differences between nominated FTS receipts and deliveries to be injected into or withdrawn from its storage reservation under its FSS Service Agreement.

2.2 Service hereunder shall consist of the following:

- (a) Shipper shall be permitted to alter its receipts and deliveries from scheduled quantities without meeting the nomination deadlines set forth in Sections 19 and 20 of the General Terms and Conditions of Transporter's tariff, to accommodate receipt or delivery variances, subject to the conditions set forth in this rate schedule.
- (b) NNS Shippers may elect to have Transporter automatically inject quantities into or adjust withdrawal quantities from storage to accommodate the variance between actual quantities and scheduled quantities necessary to avoid penalties set forth in Sections 21 and 23 of the General Terms and Conditions of Transporter's tariff, provided the NNS Shipper holds sufficient firm storage capacity, inventory and deliverability, and firm transportation capacity, and such injection or withdrawal conforms to Transporter's Rate Schedule FSS and Shipper's FSS Service Agreement.
- (c) An NNS Shipper whose actual quantities exceed scheduled quantities may notify Transporter that Natural Gas for such deliveries will be sourced from receipt points into Transporter's system other than storage. Upon confirming such receipts, Transporter will automatically adjust the Shipper's receipt and delivery point nominations and schedule such Natural Gas for delivery outside the nomination deadlines set forth in Sections 19 and 20 of the General Terms and Conditions, provided the Shipper holds sufficient available firm transportation capacity to accommodate the adjustments.
- (d) An NNS Shipper may elect to utilize the monthly balancing option set forth in Section 22.1 of the General Terms and Conditions of Transporter's tariff.

RATE SCHEDULE NNS
NO-NOTICE SERVICE (Continued)

(e) Except as expressly provided in this Rate Schedule NNS, Transporter's provision of No-Notice Service to Shipper is subject to all of the provisions of Transporter's Rate Schedules FTS and FSS and Shipper's FTS and FSS Service Agreements.

2.3 An NNS Shipper which deviates from its scheduled daily delivery quantities by more than 5,000 Dth or 5% of its Maximum Daily Quantity under its FTS Service Agreement, whichever is greater, must provide a revised nomination to Transporter reflecting the deviation as soon as possible but in no event later than the same Day. In the event an Operational Flow Order is issued which requires NNS Shippers to provide revised nominations on a particular Day, any NNS Shipper that fails to provide such revised nomination will be subject to a penalty of \$10.00 per Dth for delivery deviations which exceed the 5,000 Dth or 5% of Maximum Daily Quantity, whichever is greater. On any Day in which such an Operational Flow Order is issued, any NNS Shipper that provides such a revised nomination will be subject to a penalty of \$10.00 per Dth for delivery deviations from the revised nomination which exceed 10,000 Dth or 10% of its Maximum Daily Quantity under its FTS Service Agreement, whichever is greater.

3. RATES AND CHARGES

3.1 Not applicable. There are no rates or charges for No-Notice Service under Transporter's Rate Schedule NNS; however, Shipper is responsible for all applicable rates and charges under its Service Agreements for service under Rate Schedules FTS and FSS.

4. GENERAL TERMS AND CONDITIONS

4.1 All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule NSS shall control.

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SHEET NO. 38 IS RESERVED FOR FUTURE USE.

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RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

1.1 This Rate Schedule ITS is available for interruptible transportation service on the basis of available capacity and priority of application for interruptible transportation of Natural Gas by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that (i) capacity is available on Transporter's system or part thereof; (ii) Shipper makes a valid request as defined in Section 3, hereof; (iii) Transporter and Shipper have entered into appropriate Interruptible Transportation Service Agreement(s) ("ITS Agreement(s)") applicable to the requested Point of Delivery for a term to be set forth in the ITS Agreement(s), in the form contained in Transporter's FERC Gas Tariff; and (iv) Shipper executes, upon request, an allocation agreement which provides for the proper accounting for volumes transported under this Rate Schedule ITS.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 (a) Transporter shall accept, on an interruptible basis, for the account of Shipper at the Point(s) of Receipt on any Day the quantity of Natural Gas tendered by or for the account of Shipper; provided, however, Transporter shall not be obligated to receive at any Point(s) of Receipt on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Quantity ("MDQ") plus Fuel Usage and Applicable Shrinkage, nor shall Transporter be obligated to receive at all Points of Receipt a cumulative quantity of Natural Gas in excess of the MDQ plus Fuel Usage and Applicable Shrinkage without the consent of Transporter. Upon receipt of such Natural Gas for Shipper's account, Transporter shall transport and deliver for the account of Shipper an Equivalent Quantity of Natural Gas at the Point(s) of Delivery; provided, however, Transporter shall not be obligated to deliver at any Point(s) of Delivery on any Day a quantity of Natural Gas in excess of the applicable MDQ; nor shall Transporter be obligated to deliver at all Points of Delivery a cumulative quantity of Natural Gas in excess of the applicable MDQ.

RATE SCHEDULE ITS (continued)

(b) As a form of interruptible transportation service under this Rate Schedule ITS, Transporter may provide interruptible transportation backhaul only service, subject to the restrictions set forth in this paragraph, consisting of the receipt of Shipper's Gas at a Point or Points of Receipt east of Noark Compressor Station on Transporter's system and redelivery of an equivalent quantity of Gas for Shipper's account at the Wilburton and/or Boiling Springs Points of Delivery at a location on Transporter's system upstream of the designated Point of Receipt. Transporter may grant a Shipper's request for interruptible transportation backhaul service if Transporter determines: (1) that it has adequate capacity at the requested Point(s) of Receipt and Point(s) of Delivery to accommodate Shipper's requested MDQ; (2) that adequate forward haul transportation quantities exist on Transporter's system between Shipper's requested Point(s) of Delivery and Point(s) of Receipt to offset Shipper's requested backhaul MDQ and allow sufficient flows on all affected pipeline segments so as not to compromise Transporter's operational integrity or the provision of forward haul services; and (3) that the requested interruptible backhaul transportation service will reduce the hydraulic loads on Transporter's system. Shipper's use of Receipt or Delivery Points other than those specified in its service agreement shall be subject to Transporter's determination that Shipper's backhaul service continues to meet the three criteria described in the preceding sentence. Shipper's interruptible backhaul transportation service may be curtailed in the event that Transporter no longer provides quantities of forward haul transportation service that, in the aggregate, are sufficient, on Transporter's system between Shipper's Point(s) of Delivery and Point(s) of Receipt, to offset backhaul transportation nominations on relevant portions of Ozark's system and allow sufficient flows on all affected pipeline segments so as not to compromise Transporter's operational integrity or the provision of forward haul services. Interruptible backhaul service shall have a lower priority than firm backhaul service and, in the event Transporter is able to transport only a portion of its interruptible backhaul nominations, shall be curtailed on the basis of price; provided, however, that if two or more interruptible backhaul Shippers are paying the same price, on a pro rata basis. Transporter shall not be required to construct new facilities to provide interruptible transportation backhaul service. Charges for interruptible backhaul transportation service shall be as set forth on Sheet No. 13. Except as set forth in this paragraph, interruptible transportation backhaul service shall be governed by the provisions of Transporter's Rate Schedule ITS.

2.2 Transporter shall make available for service hereunder any capacity which, at any time, it has available on an interruptible basis throughout the Year (or any portion of the Year to which service is limited under the ITS Agreement).

RATE SCHEDULE ITS (continued)

- (a) Relative Priority of Service -- Service hereunder shall be subject to and subordinate in all respects to Transporter's firm transportation services. Nothing herein shall require Transporter to interrupt or curtail any service hereunder, if such interruption or curtailment would either not alleviate or would exacerbate interruption or curtailment of an equivalent or higher priority service.
- 2.3 Allocation of Limited Capacity. If, (a) on any Day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to serve all transportation requirements which are otherwise scheduled to receive service on any such Day, or (b) subject to the provisions of Section 5.1 of this Rate Schedule ITS, Transporter receives in a given Day Nominations at any Point(s) of Receipt in excess of the capacity available at such Point(s) of Receipt during that Day, capacity which requires allocation shall be allocated in the following sequence:
- (a) to all Shippers under Rate Schedule FTS;
- (b) to all Shippers under Rate Schedule ITS paying the Maximum ITS Rate, on a first-come, first-served basis based upon date of receipt of a valid request under Section 3 of this Rate Schedule ITS;
- (c) to the extent that two or more Interruptible Shippers having the same first-come, first-served priority are paying the Maximum ITS Rate, on a pro rata basis; and
- (d) to the extent that Interruptible Shippers are not paying the Maximum ITS Rate, on the basis of price; provided, however, that if two or more Interruptible Shippers are paying the same price that is not the Maximum ITS Rate, on a pro rata basis.

Transporter is free to contract at any time with other parties for transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of transportation services hereunder. Shipper shall indemnify and hold Transporter harmless from and against any and all losses, damages, or expenses of every kind and character, which

RATE SCHEDULE ITS (continued)

Transporter or Shipper may suffer, sustain, or be liable for as the result of any interruption or reduction of transportation service pursuant to this Rate Schedule ITS, unless the interruption or reduction is attributable to Transporter's gross negligence or willful misconduct.

- 2.4
- (a) Unless Transporter and Shipper agree to the contrary, Transporter will install, or cause to be installed, metering facilities in those instances when new facilities are necessary to accommodate receipt of gas under this Rate Schedule ITS into Transporter's existing lateral lines if Shipper agrees to reimburse Transporter for the costs incurred for such installation, and provided that such facilities shall (i) interconnect with an existing lateral at a point that is mutually agreeable to Shipper and Transporter and (ii) not cause any operational constraints on Transporter's system. Provided further, that Transporter shall not be required to install any facilities extending beyond Transporter's existing rights-of-way.
 - (b) When new and/or expanded facilities, other than those specified in Section 2.4(a) above, are required to accommodate receipt of Natural Gas under this Rate Schedule ITS and Transporter determines that installation of such facilities will be economically beneficial to Transporter or provide increased business opportunities for Transporter and will not impair service to any Shipper or threaten the integrity of Transporter's system, Transporter shall construct such facilities.
 - (c) Except (i) as provided in Section 2.4(a) above, (ii) where Transporter and Shipper mutually agree to share in the cost, or (iii) where Transporter agrees to pay for the entire cost, Shipper shall pay for any facilities required to accommodate the receipt of Natural Gas under this Rate Schedule ITS. Transporter's determination to pay for all or a portion of such costs shall be based on whether such facilities will be economically beneficial to Transporter.

RATE SCHEDULE ITS (continued)

- (d) For the purposes of determining whether a project to transport gas is economically beneficial to Transporter, Transporter shall evaluate each prospective project based upon the incremental cost of the construction and operation of the facilities to be constructed by Transporter, and the incremental revenues that Transporter estimates will be generated as a result of constructing and/or modifying such facilities. In estimating the revenues to be generated, Transporter will calculate the revenues based upon the applicable transportation rates, exclusive of any ACA and/or GRI charges, and the projected incremental volumes expected to be transported. Transporter will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Transporter's system.
- (e) In situations where Shipper is required to pay for the total cost of the new facilities, Shipper's payment for the cost of the new facilities shall include the full cost of the facilities, the tax burden created by the payment, as well as the tax-on-tax effect generated by such payment. The allowance for income tax reimbursement shall be computed by taking into consideration three elements: (1) the current taxes on the "contribution in aid of construction" ("CIAC"), less (2) the present value (computed using a discount rate equal to Transporter's overall rate of return) of future tax deductions for depreciation that will be available from the constructed facilities, plus (3) the tax-on-tax effect of the first two elements, all of which should be computed through use of tax rates that are in effect when the contributions are received, i.e., $\text{Tax Reimbursement} = (\text{Tax Rate} \times (\text{CIAC} - \text{Present Value of Tax Depreciation})) \times (1 + (\text{Tax Rate} / (1 - \text{Tax Rate})))$.
- The present value of the tax benefit provided by the future depreciation of plant shall be determined by Transporter.
- (f) Transporter shall bill Shipper for reimbursement of additional facilities in accordance with Section 6 of Transporter's General Terms and Conditions.
- (g) All facilities installed by Transporter under this Section 2.4 shall be owned and operated by Transporter.

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Second Revised Sheet No. 43 Second Revised Sheet No. 43 : Effective

Superseding: First Revised Sheet No. 43

RATE SCHEDULE ITS (continued)

3. DATA REQUIRED FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION

3.1 All prospective Shippers requesting interruptible transportation service to commence on or after the effective date of this Rate Schedule ITS must provide the information required by Transporter's Service Request Form included in Transporter's General

Ozark Gas Transmission, L.L.C.
143.7 South Boulder
Suite 1501
Tulsa, OK 741 19
Attention: Amy Nance
Phone: (918) 496-4968
Fax: (918) 398-2165
e-mail: anance@aplmc.com

A request shall be considered valid only if it contains all applicable information requested by Transporter's Service Request Form.

3.2 The date that service is requested to commence shall be no later than ninety (90) Days from the date of the request or, if construction of facilities is required, the date on which all necessary governmental authorizations are received and constructi

3.3 Certifications. By executing the ITS Agreement, Shipper certifies:

(1) that Shipper either has title to the Natural Gas to be transported by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the Natu

(2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving the Natural Gas; and

RATE SCHEDULE ITS (continued)

- (3) if Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act, that Shipper has or will have prior to the commencement of service certification by a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act, on whose behalf the transportation will be performed that the transportation will be "on behalf of" a local distribution company or intrastate pipeline company as that term may be defined by the Commission.
- 3.4 Any requests for interruptible transportation service received by Transporter within ten (10) Business Days of the date on which Transporter announces that Transporter is accepting requests for transportation service hereunder, shall, if such request was complete and in compliance with Section 3.1, be deemed to have been received by Transporter simultaneously, and shall have the same priority of service for purposes of scheduling transportation or curtailment of transportation at the Point(s) of Receipt and Delivery specified in the request as any other valid transportation request received in said ten (10) Business Day period.
- 3.5 In the event Transporter determines that the prospective Shipper's request does not comply with Section 3.1, Transporter shall notify the prospective Shipper within ten (10) Days of receipt of the original request of the deficiencies and the additional information or changes required to complete the request. If the prospective Shipper's request, as supplemented within fifteen (15) Days after such notice, is satisfactory, then the prospective Shipper's original request date shall be used for purposes of Transporter's log and for purposes of determining the prospective Shipper's relative priority on a first-come, first-served basis. If Shipper's request, as supplemented within said fifteen (15) Days, remains incomplete and deficient, then Shipper's request shall be deemed null and void.
- 3.6 An ITS Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of Shipper's request for interruptible transportation. In the event that the ITS Agreement is not executed by Shipper within the later of thirty (30) Days after Transporter tendered the ITS Agreement or the date of Transporter's acceptance in writing of Shipper's request for interruptible transportation, the ITS Agreement and the corresponding transportation request shall be deemed to be null and void.

RATE SCHEDULE ITS (continued)

- 3.7 At the time that an ITS Agreement is executed, Shipper shall provide the names of the entities ultimately receiving the Natural Gas to be transported (except where the Shipper is an LDC, interstate pipeline or intrastate pipeline purchasing the gas for its system supply) and verification that all end-users have executed sales contracts to use the transportation service provided for in the ITS Agreement.
- 3.8 A Shipper's Priority Date for purpose of scheduling pursuant to Section 5 of this Rate Schedule ITS shall be the date on which Transporter receives a valid request for service pursuant to this Section 3; provided, however, that if Shipper fails, for reasons not attributable to Shipper's or Transporter's force majeure, to tender quantities of Natural Gas for interruptible transportation service pursuant to this Rate Schedule ITS on the later of (a) fifteen (15) Days after the ITS Agreement is executed or all necessary construction has been completed and permits obtained, or (b) within fifteen (15) Days of the date service is scheduled to commence pursuant to the executed ITS Agreement, provided that service shall be scheduled to commence no later than ninety (90) Days after receipt by Transporter of a valid request for service, then Shipper's Priority Date for purposes of scheduling pursuant to Section 5 of this Rate Schedule ITS shall be the date Shipper first tenders gas at any Point of Receipt under the ITS Agreement.
- 3.9 Subsequent requests for changes or additions to an executed ITS Agreement shall affect the Shipper's Priority Date as follows:
- (a) Requests for additional Points of Receipt or changes in the entity ultimately receiving the gas to be transported pursuant to this Section 3 shall not affect the Priority Date of an executed ITS Agreement as set forth above.
 - (b) Requests for an additional Point of Delivery and/or any incremental increase in the MDQ at a Point of Delivery pursuant to this Section 3 shall require a new request for interruptible transportation service setting forth such additional Point of Delivery and/or incremental volume; provided, however, Transporter may waive this provision on a non-discriminatory basis in the event Transporter constructs a new Point of Delivery to effectuate deliveries hereunder to Shipper and Shipper elects to transfer all or a portion of the MDQ set forth in Shipper's executed ITS Agreement for existing Point(s) of Delivery thereunder to the new Point of Delivery, and only if the

RATE SCHEDULE ITS (continued)

transportation service to be provided by Transporter is otherwise identical to the service being provided under such ITS Agreement.

- (c) Extension(s) of the term of an ITS Agreement pursuant to an evergreen provision contained thereunder shall not affect the Priority Date of such ITS Agreement.

4. RATE

4.1 The rate to be charged by Transporter for all Natural Gas delivered to Transporter under this Rate Schedule ITS shall not be in excess of the Maximum Rate nor less than the Minimum Rate. The currently effective Maximum and Minimum ITS Rates are set forth on the Schedule of Currently Effective Rates at Sheet No. 13 of Transporter's FERC Gas Tariff, of which this Rate Schedule ITS is part and is hereby incorporated herein. Transporter shall not be required to provide any requested transportation service if Shipper is unwilling to pay the Maximum ITS Rate applicable to service under this Rate Schedule ITS.

4.2 Unless Transporter notifies Shipper to the contrary, the applicable rate shall be the Maximum ITS Rate. Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the rate to be charged to any Shipper pursuant to Section 4.1. In addition, Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the level of costs to be reimbursed by any Shipper pursuant to Section 4.4(b) (provided that fuel costs shall not be adjusted below the actual cost level), or Section 4.4(c) (provided that such adjustments shall not result in the allocation of costs to other services). Any adjusted rate shall not exceed the currently effective Maximum ITS Rate nor be less than the currently effective Minimum ITS Rate. If Transporter adjusts the rates charged to any Shipper under this Section 4.2, Transporter shall file all required reports with the Federal Energy Regulatory Commission.

The Maximum ITS Rate shall be adjusted each April 1 and October 1 to reflect changes in the demand component of the Maximum ITS Rate. Thirty (30) Days prior to each such adjustment, Transporter shall make an informational filing with the FERC showing the derivation of the updated Maximum ITS Rate. Such

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RATE SCHEDULE ITS (continued)

transportation service to be provided by Transporter is otherwise identical to the service being provided under such ITS Agreement.

- (c) Extension(s) of the term of an ITS Agreement pursuant to an evergreen provision contained thereunder shall not affect the Priority Date of such ITS Agreement.

4. RATE

4.1 The rate to be charged by Transporter for all Natural Gas delivered to Transporter under this Rate Schedule ITS shall not be in excess of the Maximum Rate nor less than the Minimum Rate. The currently effective Maximum and Minimum ITS Rates are set forth on the Schedule of Currently Effective Rates at Sheet No. 13 of Transporter's FERC Gas Tariff, of which this Rate Schedule ITS is part and is hereby incorporated herein. Transporter shall not be required to provide any requested transportation service if Shipper is unwilling to pay the Maximum ITS Rate applicable to service under this Rate Schedule ITS.

4.2 Unless Transporter notifies Shipper to the contrary, the applicable rate shall be the Maximum ITS Rate. Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the rate to be charged to any Shipper pursuant to Section 4.1. In addition, Transporter may from time to time and at any time selectively adjust, on a non-discriminatory basis, the level of costs to be reimbursed by any Shipper pursuant to Section 4.4(c) (provided that such adjustments shall not result in the allocation of costs to other services). Any adjusted rate shall not exceed the currently effective Maximum ITS Rate nor be less than the currently effective Minimum ITS Rate. If Transporter adjusts the rates charged to any Shipper under this Section 4.2, Transporter shall file all required reports with the Federal Energy Regulatory Commission.

The Maximum ITS Rate shall be adjusted each April 1 and October 1 to reflect changes in the demand component of the Maximum ITS Rate. Thirty (30) Days prior to each such adjustment, Transporter shall make an informational filing with the FERC showing the derivation of the updated Maximum ITS Rate. Such

Substitute Original Sheet No. 47 Substitute Original Sheet No. 47 : Effective

RATE SCHEDULE ITS (continued)

informational filing shall not constitute a change in rate under Section 4 of the Natural Gas Act, and shall not be made subject to suspension or refund.

4.3 Billing and payment procedures applicable to transportation service pursuant to this Rate Schedule are set forth in Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4.4 Shipper shall reimburse Transporter:

- (a) For the costs, as determined under Section 2.4 of this Rate Schedule ITS, of facilities installed by Transporter with Shipper's consent to receive, measure, transport and deliver Natural Gas for the account of Shipper.
- (b) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of Natural Gas equal to three percent (3%) of the quantity of Natural Gas received by Transporter at each requested Point(s) of Receipt.
- (c) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's ITS Agreement or by any applicable regulation.
- (d) For all charges incurred for scheduling and/or delivery imbalances, as set forth in Section 5 of this Rate Schedule ITS.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

Scheduling will be performed pursuant to Section 20 of Transporter's General Terms and Conditions.

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Superseding: Substitute Original Sheet No. 47

RATE SCHEDULE ITS (continued)

informational filing shall not constitute a change in rate under Section 4 of the Natural Gas Act, and shall not be made subject to suspension or refund.

4.3 Billing and payment procedures applicable to transportation service pursuant to this Rate Schedule are set forth in Section 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

4.4 Shipper shall reimburse Transporter:

- (a) For the costs, as determined under Section 2.4 of this Rate Schedule ITS, of facilities installed by Transporter with Shipper's consent to receive, measure, transport and deliver Natural Gas for the account of Shipper.
- (b) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of Natural Gas to reimburse Transporter for volumes of Natural Gas consumed by Transporter for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be charged to Shippers under this Rate Schedule ITS based on the percentages shown on Rate Sheet No. 13.
- (c) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's ITS Agreement or by any applicable regulation.
- (d) For all charges incurred for scheduling and/or delivery imbalances, as set forth in Section 5 of this Rate Schedule ITS.

5. SCHEDULING OF RECEIPTS AND DELIVERIES

Scheduling will be performed pursuant to Section 20 of Transporter's General Terms and Conditions.

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Substitute Original Sheet No. 48 Substitute Original Sheet No. 48 : Effective

RATE SCHEDULE ITS (continued)

6. POINTS OF RECEIPT AND DELIVERY
 - 6.1 Point(s) of Receipt. The Point(s) of Receipt under this Rate Schedule ITS shall be at such points as may be agreed to by the parties as set forth in executed ITS Agreements between Transporter and Shipper and authorized by FERC where Shipper shall deliver, or cause to be delivered, Natural Gas to Transporter for transportation service.
 - 6.2 Point(s) of Delivery. The Point(s) of Delivery under this Rate Schedule ITS shall be the points where Transporter shall deliver Natural Gas to or for the account for Shipper after transportation and shall be at such points as may be agreed to by the parties as set forth in executed ITS Agreements between Transporter and Shipper and authorized by FERC.

RATE SCHEDULE ITS (continued)

7. ESTABLISHMENT AND MAINTENANCE OF CREDIT

Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule ITS for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, or information relating to Shipper's financial status and obligation payment history. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to maintain throughout the term of the ITS Agreement either (a) a prepaid account with Transporter, (b) an escrow account, (c) a letter of credit, or (d) such other good and sufficient security as reasonably determined by Transporter in an amount not exceeding Transporter's estimate of three (3) Months of transportation charges calculated at Shipper's MDQ. Transporter will also permit another entity to guarantee Shipper's obligations, provided that the guarantor has sufficient credit available, as determined by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of an executed ITS Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 C.F.R. 154.501 of the Commission's Regulations.

8. FORCE MAJEURE

8.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed ITS Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed ITS Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under an executed ITS Agreement; provided, however, such force majeure condition shall be remedied with all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.

8.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either

RATE SCHEDULE ITS (continued)

federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alternations to machinery or lines of pipe; failure of surface equipment of pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or condition of this Rate Schedule ITS or of the ITS Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

- 8.3 Service under this Rate Schedule ITS may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of Natural Gas on any Day below the MDQ to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.
- 8.4 In the event on any Day Transporter is unable to receive for transportation the total MDQ of any Shipper receiving service under this Rate Schedule ITS due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be in accordance with the priorities set out in this Rate Schedule ITS.

9. LAWS AND REGULATIONS

- 9.1 This Rate Schedule ITS and the executed ITS Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service provided under this Rate Schedule ITS is implemented pursuant to Transporter's blanket certificate issued pursuant to Section 7(c) of the Natural Gas Act.

RATE SCHEDULE ITS (continued)

10. ASSIGNMENTS

Any person which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety of either party hereto shall be entitled to the rights and subject to the obligations of its predecessor in interest under this Rate Schedule ITS, subject to all of the terms and conditions of the Rate Schedule ITS, as such Rate Schedule may be amended from time to time. Shipper may not assign the executed ITS Agreement, in whole or in part, or any of its rights thereunder, unless it first shall have obtained the written consent of the Transporter.

11. GOVERNMENTAL APPROVALS

11.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this Rate Schedule ITS and the executed ITS Agreement.

11.2 Transporter's and Shipper's obligations under this Rate Schedule ITS and the executed ITS Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision hereof or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions hereof.

12. OTHER OPERATING CONDITIONS

12.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point(s) of Receipt where it tenders Natural Gas to Transporter for transportation, and such arrangements must be compatible with Transporter's pipeline operations. Such arrangements shall be coordinated with Transporter's dispatchers. Shipper agrees to provide, or cause to be provided, to Transporter a PDA statement from its supplier(s) and/or third-party transporter(s)/operator(s) for the purpose of determining the quantity of gas to be received by Transporter for the

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account of Shipper at each Receipt Point for the Day(s)
of transportation for which Shipper has made its
Nominations. However, there is no need to submit a PDA
if Transporter has an OBA in effect for the Receipt
Point(s).

RATE SCHEDULE ITS (continued)

- 12.2 Transporter shall not be required to perform service under this Rate Schedule ITS in the event all facilities necessary to render the requested service are not in existence at the time the request is made.
- 12.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this Rate Schedule ITS on behalf of any Shipper that has applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal creditworthiness as specified in the Transporter's Service Request Form in Transporter's General Terms and Conditions.
- 12.4 Subject to the receipt of all necessary regulatory authorizations, Transporter shall not be required to perform service under this Rate Schedule ITS on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule ITS and with the terms of Shipper's ITS Agreement with Transporter; provided, however, that Transporter shall give Shipper at least fifteen (15) Days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization to terminate service under the applicable ITS Agreement.
- 12.5 Commingling of Gas - From the time the Natural Gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such Natural Gas with other gas in Transporter's pipeline system.

13. MEASUREMENT

Transporter shall arrange for or shall install, operate and maintain, at or near Point(s) of Receipt and Point(s) of Delivery, equipment which shall meet the qualifications set out in Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff of which this Rate Schedule ITS is a part. The provisions of Section 3 of the said General Terms and Conditions shall apply to Transporter's measuring equipment hereunder except that, in lieu of a recording calorimeter, Transporter may determine the Heating Value of Natural Gas transported hereunder on the basis of samples taken at periodic intervals.

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Original Sheet No. 53 Original Sheet No. 53 : Effective

RATE SCHEDULE ITS (continued)

14. GOVERNMENTAL AUTHORIZATION

Transportation service under an executed ITS Agreement shall be implemented pursuant to Transporter's blanket certificate issued pursuant to 18 C.F.R. 284.221, or pursuant to any other self-implementing program of the FERC. The ITS Agreement shall contain such additional language as specifically required by the Commission's regulations.

15. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule ITS shall control. To the extent that any provision of the ITS Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the tariff shall control.

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FERC Docket: RP02-155-000

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SHEET NO. 54 IS RESERVED FOR FUTURE USE.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

1.1 This Rate Schedule ISS is available for interruptible storage service by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that:

- (a) Shipper first meets the creditworthiness criteria set forth in Section 9 of this Rate Schedule ISS;
- (b) Shipper submits a valid Request for Service in accordance with Section 18 of the General Terms and Conditions of Transporter's FERC Gas Tariff and Shipper and Transporter subsequently enter into an appropriate Interruptible Storage Service Agreement ("ISS Service Agreement") for a term to be set forth in the ISS Service Agreement in the form contained in Transporter's FERC Gas Tariff;
- (c) Transporter determines that it has sufficient available and uncommitted storage capacity to perform the service requested by Shipper; and
- (d) The Shipper requesting service must hold either firm or interruptible transportation capacity sufficient to accommodate the delivery of Natural Gas to Transporter's storage and the redelivery of Natural Gas to Shipper from Transporter's storage.

RATE SCHEDULE ISS

INTERRUPTIBLE STORAGE SERVICE (Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 Interruptible storage service provided hereunder provides for (i) the interruptible receipt and injection of Shipper's Natural Gas into Transporter's storage in accordance with Section 3 of this Rate Schedule; (ii) the storage of Shipper's Natural Gas in Transporter's storage; and (iii) the interruptible withdrawal and delivery of Shipper's Natural Gas from Transporter's storage in accordance with Section 4 of this Rate Schedule. Interruptible storage service requires the Shipper to schedule and nominate quantities of Natural gas to be injected and withdrawn from storage. Injections and withdrawals of Natural Gas to or from storage that are not in accordance with Sections 3 and 4, as applicable, of this Rate Schedule will be subject to Transporter's discretion.
 - 2.2 Transporter shall make available for service hereunder any storage capacity which, at any time, is available on an interruptible basis throughout the year (or any portion of the year to which service is limited under the ISS Service Agreement).
 - (a) Relative Priority of Service -- Service hereunder shall be subject to and subordinate in all respects to Transporter's firm storage services. Nothing herein shall require Transporter to interrupt or curtail any service hereunder, if such interruption or curtailment would either not alleviate or would exacerbate interruption or curtailment of an equivalent or higher priority service.
 - 2.3 Allocation of Limited Capacity. If, (a) on any Day, Transporter determines that its storage capacity, or any portion thereof, is insufficient to serve all storage requirements which are otherwise scheduled to receive service on any such Day, or (b) subject to the provisions of Section 8.1 of this Rate Schedule ISS, Transporter receives in a given Day Nominations in excess of the Transporter's available storage capacity during that Day, which requires allocation shall be allocated in the following sequence.
 - (a) to all Shippers under Rate Schedule FSS;
 - (b) to all Shippers under Rate Schedule ISS on the basis of price; provided, however, that if two or more Interruptible Shippers are paying the same price, on a pro rata basis.

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Transporter is free to contract at any time with other parties for storage services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of storage services hereunder. Shipper shall indemnify and hold Transporter harmless from and against any and all losses, damages, or expenses of every kind and character, which Transporter or Shipper may suffer, sustain, or be liable for as the result of any interruption or reduction of storage service pursuant to this Rate Schedule ISS, unless the interruption or reduction is attributable to Transporter's gross negligence or willful misconduct.

3. WITHDRAWALS

- 3.1 Rate Schedule ISS Shippers will be permitted to withdraw Natural Gas from Transporter's storage if Transporter determines that interruptible storage capacity is available. Shipper's daily withdrawals under this Rate Schedule FSS shall not exceed its Maximum Daily Withdrawal Quantity.
- 3.2 Transporter can require the withdrawal of all of Shipper's Rate Schedule ISS inventories on 30 days' notice. Any Rate Schedule ISS volumes which are not withdrawn within 30 days after Transporter provides such notice shall be forfeited to Transporter, free and clear of any adverse claims.

4. INJECTIONS

4.1 Rate Schedule ISS Shippers will be permitted to inject Natural Gas into Transporter's storage if Transporter determines that interruptible storage capacity is available. Shipper's maximum daily injection quantity under this Rate Schedule FSS shall be the same as its Maximum Daily Withdrawal Quantity. Shipper's daily injections under this Rate Schedule FSS shall not exceed its maximum daily injection quantity.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

5. RATES AND CHARGES

5.1 The applicable rates per Dth under this Rate Schedule ISS for firm storage service are set forth on currently effective Sheet No. 13A of this tariff and those rates are incorporated herein by reference. The amounts which shall be paid by Shipper each month during the term of Shipper's ISS Service Agreement shall include the sum of the amounts due under the subsections of this Section 5 that are applicable to Shipper for such month.

5.2 Inventory Charge: A charge per month equal to the product of the inventory rate and the Shipper's average monthly inventory. The average monthly inventory shall be the average of the Shipper's highest and lowest inventories during the month.

5.3 Commodity Charges:

- (a) The ISS Injection Charge shall be paid each month for each Dth of Natural Gas injected to storage by Transporter on behalf of Shipper during the month.
- (b) The ISS Withdrawal Charge shall be paid each month for each Dth of Natural Gas withdrawn from storage by Transporter on behalf of Shipper during the month.

The foregoing commodity charges shall be subject to an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff, and if applicable, a Gas Research Institute unit charge, as set forth in Section 12 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

5.4 Billing and payment procedures applicable to storage service pursuant to this Rate Schedule ISS are set forth in the General Terms and Conditions of Transporter's Gas Tariff.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

5.5 In addition to the rates charged for storage service provided under this Rate Schedule ISS, Shipper shall reimburse Transporter:

- (a) For Fuel Usage and Applicable Shrinkage. Shipper shall tender to Transporter, in addition to volumes for injection to or withdrawal from storage, an additional volume of Natural Gas to reimburse Transporter for volumes of Natural Gas consumed for fuel usage, leakage, blow-down, minor line pack fluctuations, and lost and unaccounted for gas. Fuel Usage and Applicable Shrinkage will be charged to Shippers under this Rate Schedule ISS as set forth on Rate Sheet No. 13A.
- (b) For any and all filing fees or other costs incurred which are related to the specific transaction and required in connection with Shipper's ISS Service Agreement or by any applicable regulation.

6. TRANSFER IN PLACE OF TITLE TO STORED NATURAL GAS

6.1 A Rate Schedule ISS Shipper may transfer volumes of Natural Gas stored pursuant to its ISS Service Agreement to another ISS or FSS Service Agreement, either held by Shipper or someone else, if:

- (a) Both the transferor and the transferee provide Transporter with verification of the transfer in writing at least one Business Day prior to the effective date of the transfer;
- (b) The transfer does not cause the stored volumes to exceed the Maximum Storage Quantity of the transferee; and
- (c) The transfer does not cause any party to be in violation of any requirement of Transporter's tariff.

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RATE SCHEDULE ITS (continued)

3. DATA REQUIRED FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION

3.1 All prospective Shippers requesting interruptible transportation service to commence on or after the effective date of this Rate Schedule ITS must provide the information required by Transporter's Service Request Form included in Transporter's General

Ozark Gas Transmission, L.L.C.
143.7 South Boulder
Suite 1501
Tulsa, OK 741 19
Attention: Amy Nance
Phone: (918) 496-4968
Fax: (918) 398-2165
e-mail: anance@aplmc.com

A request shall be considered valid only if it contains all applicable information requested by Transporter's Service Request Form.

3.2 The date that service is requested to commence shall be no later than ninety (90) Days from the date of the request or, if construction of facilities is required, the date on which all necessary governmental authorizations are received and constructi

3.3 Certifications. By executing the ITS Agreement, Shipper certifies:

(1) that Shipper either has title to the Natural Gas to be transported by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the Natu

(2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving the Natural Gas; and

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Second Revised Sheet No. 59A Second Revised Sheet No. 59A
Superseding: First Revised Sheet No. 59A

SHEET NO. 59A IS RESERVED FOR FUTURE USE

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (continued)

- 7.4 In the event Transporter determines that a prospective Shipper's request does not comply with Section 7.1, Transporter shall notify the prospective Shipper within ten (10) Days of receipt of the original request of the deficiencies and the additional information or changes required to complete the request. If the prospective Shipper's request, as supplemented within fifteen (15) Days after such notice, is satisfactory, then such prospective Shipper's original request date shall be used for purposes of Transporter's log. If such prospective Shipper's request, as supplemented within said fifteen (15) Days, remains incomplete and deficient, then the prospective Shipper's request shall be deemed null and void.

If Transporter cannot honor a request for interruptible storage service due to insufficient capacity, such request shall not be of a continuing nature but rather shall remain valid only for thirty (30) Days after the date Transporter notifies the prospective Shipper of insufficient capacity. Thereafter, the prospective Shipper's request shall be deemed null and void.

- 7.5 An ISS Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance in writing of a prospective Shipper's request for interruptible storage service. In the event that the ISS Service Agreement is not executed by the prospective Shipper within the later of thirty (30) Days after Transporter tendered the ISS Service Agreement or the date of Transporter's acceptance in writing of Shipper's request for interruptible storage service, the ISS Service Agreement and the corresponding storage service request shall be deemed to be null and void.

- 7.6 Subsequent requests for changes or additions to an executed ISS Service Agreement shall affect the Shipper's Priority Date as follows:

(a) Requests for any incremental increase in the MDQ pursuant to this Section 7 shall require a new request for interruptible storage service setting forth such incremental volume.

(b) Extension(s) of the term of an ISS Service Agreement pursuant to an evergreen provision contained thereunder shall not affect the Priority Date of such ISS Service Agreement.

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SHEET NO. 59B IS RESERVED FOR FUTURE USE

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (continued)

8. SCHEDULING OF RECEIPTS AND DELIVERIES

8.1 Scheduling is performed pursuant to Section 19 of Transporter's General Terms and Conditions.

9. ESTABLISHMENT AND MAINTENANCE OF CREDIT

9.1 Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule ISS for any Shipper who fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, or information relating to Shipper's financial status and obligation payment history. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to maintain throughout the term of the ISS Service Agreement either (a) a prepaid account with Transporter, (b) an escrow account, (c) a letter of credit, or (d) such other good and sufficient security as reasonably determined by Transporter in an amount not exceeding Transporter's estimate of three (3) Months of transportation charges calculated at Shipper's MSQ and MDWQ. Transporter will also permit another entity to guarantee Shipper's obligations, provided that the guarantor has sufficient credit available, as determined by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of an executed ISS Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 C.F.R. 154.501 of the Commission's Regulations.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

10. POINTS OF RECEIPT AND DELIVERY

10.1 The Point of Receipt and Point of Delivery under this Rate Schedule ISS shall be at Transporter's storage at the Greasy Creek Storage Field in Hughes County, Oklahoma.

11. FORCE MAJEURE

11.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed ISS Service Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed ISS Service Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under the ISS Service Agreement; provided, however, such force majeure condition shall be remedied with all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.

11.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alterations to machinery or lines of pipe; failure of surface equipment or pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or conditions of this Rate Schedule ISS or an executed ISS Service Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

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SHEET NO. 59D IS RESERVED FOR FUTURE USE

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

11.3 Service under this Rate Schedule ISS may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right to equitably reduce receipts or deliveries of Natural Gas on any Day below the Maximum Daily Withdrawal Quantity to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating or facilities and equipment or due to facility maintenance or freeze offs.

11.4 In the event on any Day Transporter is unable to receive for storage the total Maximum Daily Withdrawal Quantity of any Shipper receiving service under this Rate Schedule ISS due to reasons of force majeure or any other operational consideration to be reasonably determined by Transporter, then the system capacity which is available for transportation shall be allocated in accordance with the priorities set out in Section 2.3 of this Rate Schedule ISS.

12. LAWS AND REGULATIONS

12.1 This Rate Schedule ISS and the executed ISS Service Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either state or federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. The service provided under this Rate Schedule ISS is implemented pursuant to Transporter's blanket certificate issued pursuant to Section 7(c) of the Natural Gas Act.

13. ASSIGNMENTS

13.1 Either Transporter, Shipper or both may assign or pledge the executed ISS Service Agreement under the provisions of any mortgage, deed of trust, indenture, or similar instrument which it has executed or may execute covering substantially all of its properties; otherwise neither party may assign the executed ISS Service Agreement, in whole or in part, or any of its rights hereunder, unless it first shall have obtained the written consent of the other party.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

14. GOVERNMENTAL APPROVALS

14.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this Rate Schedule ISS and the executed ISS Service Agreement.

14.2 Transporter's and Shipper's obligations under this Rate Schedule ISS and the executed ISS Service Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision of the executed ISS Service Agreement or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions of the executed ISS Service Agreement.

15. OTHER OPERATING CONDITIONS

15.1 Shipper shall make all necessary arrangements with other parties at or upstream of the Point of Receipt where it tenders Natural Gas to Transporter for storage, and such arrangements must be compatible with Transporter's pipeline and storage operations. Such arrangements shall be coordinated with Transporter's schedulers.

15.2 Transporter shall not be required to perform service under this Rate Schedule ISS in the event all facilities necessary to render the requested service are not in existence at the time the request is made.

15.3 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this Rate Schedule ISS on behalf of any Shipper that has applied for bankruptcy under any provision of the Bankruptcy Code or on behalf of any Shipper who, at Transporter's discretion, fails to demonstrate minimal Creditworthiness, as set forth in Section 9 of this Rate Schedule ISS.

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RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE (Continued)

15.4 Subject to the receipt of all necessary regulatory authorizations, Transporter shall not be required to perform service under this Rate Schedule ISS on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule ISS and with the terms of Shipper's ISS Service Agreement with Transporter; provided, however, Transporter shall give Shipper at least fifteen (15) Days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization to terminate service under the applicable ISS Service Agreement.

15.5 From the time the Natural Gas is received by Transporter at the Point(s) of Receipt, Transporter shall have the unqualified right to commingle such Natural Gas with other gas in Transporter's pipeline system or storage.

16. MEASUREMENT

16.1 Transporter shall arrange for or shall install, operate and maintain measuring equipment at or near the Point of Receipt and Point of Delivery.

17. GENERAL TERMS AND CONDITIONS

17.1 All of the General Terms and Conditions of Transporter's FERC Gas Tariff are made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule ISS shall control. To the extent that any provision of the ISS Service Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the Tariff shall control.

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RATE SCHEDULE PAL

PARK AND LOAN SERVICE

1. AVAILABILITY

1.1 This Rate Schedule PAL is available for the parking and loaning of Natural Gas on an interruptible basis by Ozark Gas Transmission, L.L.C. (hereinafter called "Transporter") for any person (hereinafter called "Shipper") provided that (i) capacity is available on Transporter's system or the relevant portion thereof; (ii) Shipper makes a valid request for service under this Rate Schedule PAL as defined in Section 3 hereof; (iii) Transporter and Shipper have entered into appropriate Park and Loan Service Agreement(s) ("PAL Agreement(s)") applicable to the requested Parking Point(s) and/or Loan Point(s) for a term to be set forth in the PAL Agreement(s), in the form contained in Transporter's FERC Gas Tariff; and (iv) Shipper executes, upon request, an allocation agreement which provides for the proper accounting for volumes under this Rate Schedule PAL.

1.2 Transporter shall provide notice of the availability of services under this Rate Schedule on its Internet Website. Transporter is not required to provide any requested service under this Rate Schedule unless Transporter determines, in its discretion, reasonably exercised, that it has the necessary operational flexibility to provide the requested service. In addition, Transporter will, in its discretion, reasonably exercised, determine whether notification pursuant to Section 7 herein is necessary.

1.3 Transporter shall not be required to provide service under this Rate Schedule that would require Transporter to construct or acquire any new facilities or that would prevent Transporter from providing any other firm or interruptible service.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Park and Loan Service rendered by Transporter for Shipper pursuant to Transporter's blanket certificate or Part 284 of the regulations of the FERC and the executed PAL Agreement for service under this Rate Schedule. Service under this Rate Schedule shall be provided as Parking Service and Loan Service as set forth in Sections 2.1 and 2.2 below:

RATE SCHEDULE PAL (continued)

- 2.1 Parking Service. Parking Service is an interruptible service which provides for: (a) the receipt by Transporter of Natural Gas quantities that have been delivered by Shipper under any Natural Gas transportation agreement between Transporter and Shipper to any of the Parking Points that Transporter shall designate on its system; (b) Transporter holding the parked quantities on Transporter's system; and (c) return of the parked quantities to Shipper. Transporter shall Park quantities of Natural Gas for Shipper up to the Maximum Total Parking Quantity as specified in the executed PAL Agreement. Transporter shall not be obligated on any Day to accept Natural Gas from Shipper for Parking or to return Parked Natural Gas to Shipper in quantities that exceed the Maximum Daily Parking Quantity set forth in the PAL Agreement. Transporter shall subsequently return such parked Natural Gas to Shipper at the Parking Point where Shipper tendered Natural Gas to Transporter, subject to Section 5 of this Rate Schedule.
- 2.2 Loan Service. Loan service is an interruptible service which provides for (a) Shipper receiving Natural Gas quantities from Transporter at any of the Loan Points designated by Transporter on its system and (b) the subsequent return of the loaned quantities of Natural Gas to Transporter at the point at which Shipper borrowed the Natural Gas, subject to the provisions of Section 5 of this Rate Schedule. Transporter shall make available for Loan those quantities of Natural Gas up to the Maximum Total Loan Quantity specified in the executed PAL Agreement. Transporter shall not be obligated on any Day to Loan Natural Gas to Shipper or to accept return of Loaned Natural Gas from Shipper in quantities that exceed the Maximum Daily Loan Quantity set forth in the PAL Agreement.
- 2.3 Service under this Rate Schedule shall be provided for a minimum of 1 day and a maximum of 31 days; provided, however, that such maximum period may be extended by Transporter at Transporter's sole discretion. The term of each PAL arrangement with Shipper shall be as set forth on Exhibit A to the form of Service Agreement executed hereunder.

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RATE SCHEDULE ITS (continued)

3. DATA REQUIRED FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION

3.1 All prospective Shippers requesting interruptible transportation service to commence on or after the effective date of this Rate Schedule ITS must provide the information required by Transporter's Service Request Form included in Transporter's General

Ozark Gas Transmission, L.L.C.
143.7 South Boulder
Suite 1501
Tulsa, OK 741 19
Attention: Amy Nance
Phone: (918) 496-4968
Fax: (918) 398-2165
e-mail: anance@aplmc.com

A request shall be considered valid only if it contains all applicable information requested by Transporter's Service Request Form.

3.2 The date that service is requested to commence shall be no later than ninety (90) Days from the date of the request or, if construction of facilities is required, the date on which all necessary governmental authorizations are received and constructi

3.3 Certifications. By executing the ITS Agreement, Shipper certifies:

(1) that Shipper either has title to the Natural Gas to be transported by Transporter, a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to the Natu

(2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving the Natural Gas; and

RATE SCHEDULE PAL (continued)

- 3.2 The date that service is requested to commence shall be no later than ninety (90) Days from the date of the request or, if construction of facilities is required, the date on which all necessary governmental authorizations are received and construction of any required facilities is completed.
- 3.3 Certifications. By executing the PAL Agreement, Shipper certifies:
- (1) that Shipper has either (i) title to the Natural Gas to be delivered to Transporter under this Rate Schedule for Parking or to quantities of Natural Gas previously Loaned, (ii) a current contractual right to acquire such title, or (iii) an existing contract with a person which has title to or a current contractual right to acquire title to the Natural Gas to be received or returned by Transporter;
 - (2) that prior to the commencement of service, Shipper has entered or will enter into all necessary third party transportation agreements to transport the Natural Gas to the party ultimately receiving the Natural Gas; and
 - (3) if Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act, that Shipper has or will have prior to the commencement of service certification by a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act, on whose behalf the transportation will be performed that the transportation will be "on behalf of" such local distribution company or intrastate pipeline company as that term may be defined by the Commission.

4. RATES AND CHARGES

4.1 The maximum and minimum unit rates for service under this Rate Schedule are shown on the effective Sheet No. 13A of this Tariff. Shipper shall pay the maximum rates for service under this Rate Schedule unless Transporter agrees to discount its rates to Shipper under this Rate Schedule. The rate or rates for service under this Rate Schedule shall not be discounted below the minimum rate, it being understood that each Shipper shall pay the maximum rate unless such rates are discounted to such specific Shipper.

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RATE SCHEDULE PAL (continued)

4.2 The Daily Parking Charge shall be the daily unit rate per Dth as set forth in the Service Agreement multiplied by the total quantity (Dth) parked each Day.

4.3 The Daily Loan Charge shall be the daily unit rate per Dth as set forth in the Service Agreement multiplied by the total quantity (Dth) borrowed each Day.

5. PAL POINTS OF SERVICE

Transporter will post on its Internet Website the available Parking and/or Loan Point(s) of Service. Transporter may, at its sole discretion, post from time to time additions or deletions to the list of available points. If Transporter terminates a Parking or Loan Point where Parked quantities are to be returned to Shipper or Loaned quantities are to be returned to Transporter, such point(s) shall remain available for the limited purpose of completing such outstanding transactions unless Shipper and Transporter mutually agree to utilize a different point.

6. NOMINATIONS AND SCHEDULING

Shipper shall notify or cause Transporter to be notified of Shipper's service requirements under this Rate Schedule in advance of such requirements in accordance with the applicable nomination deadlines as provided in Section 19 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter may waive any nomination deadlines, on a non-discriminatory basis, if Transporter determines that operating conditions so permit. With respect to Shipper's desired levels of service under this Rate Schedule, Shipper shall nominate to Transporter the desired Parking and/or Loan quantities as well as the Point(s) at which such service is requested. Each such nominated quantity shall be subject to confirmation by Transporter. Such confirmed quantity shall be deemed the scheduled quantity.

7. NOTIFICATION, ALLOCATIONS AND CURTAILMENT

7.1 For purposes of allocating available capacity to Park or Loan Natural Gas hereunder, Transporter shall give priority to PAL Service Agreements incorporating the highest daily revenue commitment to Transporter. For purposes of calculating the daily

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RATE SCHEDULE PAL (continued)

revenue commitment under each Rate Schedule PAL Service Agreement, Shippers willing to pay more than the maximum rate listed on Sheet No. 13A of this Tariff shall be considered to be paying the maximum tariff rate. Service shall be allocated or curtailed on a pro rata basis among Shippers that have made the same daily revenue commitment to Transporter for PAL services.

7.2 Shipper may be required, upon notification from Transporter, to suspend or reduce its deliveries of Natural Gas to be Parked under the agreed upon Parking Service, or receipts of Natural Gas to be Loaned under the agreed upon Loan Service. Further, Shipper may be required, upon notification from Transporter, to receive quantities of Natural Gas previously provided to Transporter under the Parking Service, or return quantities of Natural Gas previously loaned to Shipper under the Loan Service. Such notification shall be made initially by telephone and then by facsimile, e-mail or posting on the Transporter's Internet Website.

7.3 In the event Transporter notifies Shipper that it must receive or return quantities of Natural Gas pursuant to Section 7.2, Transporter's notification shall specify the time frame within which Park Service quantities shall be received, and/or Loan Service quantities shall be returned. In no event shall the specified time frame by which all Park Service quantities must be received and/or Loan Service quantities must be returned be less than three (3) calendar days from the date of Transporter's notification unless Transporter and Shipper mutually agree to a different time frame. The obligation of Shipper to comply with the issued notification shall be monitored until such time as Transporter is able to recommence the Park and/or Loan Services. In the event Transporter is unable to schedule Natural Gas nominated by a Shipper in response to such notification, Transporter shall extend the time available for the Shipper to receive Parked quantities or return Loaned quantities by one Day for every Day on which the Shipper is unable to schedule the receipt or return of Natural Gas, respectively.

7.4 In the event any of the following occurs, Parked quantities shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims:
(a) Transporter's prevailing operations require Transporter to notify Shipper that deliveries of Parked quantities must be suspended or be reduced, and Shipper fails to comply with such notification;

RATE SCHEDULE PAL (continued)

- (b) Transporter's prevailing operations require Transporter to notify Shipper that it must receive all or part of Shipper's Parked quantities, and Shipper fails to comply within the specific time frame; and/or
- (c) A Shipper's PAL account reflects a balance at the termination date of the executed PAL Agreements.

If Transporter notifies Shipper that deliveries of Parked quantities must be suspended or be reduced, only those quantities Parked in violation of the notification shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims. The value of any Natural Gas so retained by Transporter, net of costs, shall be subject to Transporter's penalty revenue crediting mechanism set forth in Section 23 of the General Terms and Conditions of this Tariff.

7.5 In the event any of the following occurs:

- (a) Transporter's prevailing operations require Transporter to notify Shipper that receipt of Shipper's Loaned quantities must be suspended or be reduced, and Shipper continues to receive Loaned quantities;
- (b) Transporter's prevailing operations require Transporter to notify Shipper that all or part of Shipper's Loaned quantities must be returned to Transporter, and Shipper fails to comply with the specified time frame; and/or
- (c) A Shipper's PAL account reflects a balance at the termination date of the executed PAL Agreement,

Loaned quantities shall be sold to Shipper at twice the highest midpoint daily index price for Natural Gas at Reliant (North/South) as set forth in Gas Daily's "Daily Price Survey" for the month in which the PAL activity occurred; provided, however, that if Gas Daily's "Daily Price Survey" for a given month does not include a price for Natural Gas delivered to Transporter at Reliant (North/South), the index price shall be the highest of: (1) the highest midpoint daily index price for Natural Gas at Reliant (North/South) published in Gas Daily's "Daily Price Survey" in the preceding month, or (2) the highest midpoint daily index price for Natural Gas at Reliant (North/South)

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RATE SCHEDULE PAL (continued)

published in Gas Daily's "Daily Price Survey" in the following month; provided, however, that if a daily index price for Natural Gas at Reliant (North/South) is no longer published in Gas Daily's "Daily Price Survey," Transporter shall identify on its Internet Website an alternative spot price index to be used.

If Transporter notifies Shipper that receipt of Shipper's Loaned quantities must be suspended or be reduced, only those quantities Loaned in violation of the notification shall be sold to Shipper at twice the highest weekly index price as set forth above. Revenues received pursuant to this Section, net of costs, shall be subject to Transporter's penalty revenue crediting mechanism set forth in Section 23 of the General Terms and Conditions of this Tariff.

8. ESTABLISHMENT AND MAINTENANCE OF CREDIT

Transporter shall not be required to commence service or to continue to perform service under this Rate Schedule PAL for any Shipper which fails to demonstrate creditworthiness as reasonably determined by Transporter. Transporter's determination of creditworthiness shall be based upon a review of Shipper's financial statements, bank references, trade references, or information relating to Shipper's financial status and obligation payment history. Upon Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Shipper. Transporter may require Shipper to maintain throughout the term of the PAL Agreement either (a) a prepaid account with Transporter, (b) an escrow account, (c) a letter of credit, or (d) such other good and sufficient security as reasonably determined by Transporter in an amount not exceeding Transporter's estimate of three (3) Months of PAL service charges calculated at Shipper's Maximum Total Parking Quantity or Maximum Total Loan Quantity, as the case may be. Transporter will also permit another entity to guarantee Shipper's obligations, provided that the guarantor has sufficient credit available, as determined by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Shipper's establishment of an acceptable credit record or upon expiration of an executed PAL Agreement, Transporter shall refund Shipper's deposit with interest accrued at rates set pursuant to 18 C.F.R. 154.501 of the Commission's Regulations.

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Original Sheet No. 60H Original Sheet No. 60H : Effective

RATE SCHEDULE PAL (continued)

9. FORCE MAJEURE
- 9.1 If by reason of force majeure either Transporter or Shipper is rendered unable, wholly or in part, to carry out its obligations under an executed PAL Agreement, other than to make payments when due, and if such party gives notice in the form set forth in an executed PAL Agreement and reasonably full particulars of such force majeure condition within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall be excused from performance under an executed PAL Agreement; provided, however, such force majeure condition shall be remedied with all reasonable dispatch. Settlement of labor difficulties shall be strictly within the discretion of the party having the difficulty.
- 9.2 Force Majeure Defined. Without limitation by this recital, force majeure shall include acts of God; acts of a public enemy; fires; necessity for compliance with any court order, law, regulation or ordinance of authorities having jurisdiction, either federal or state, civil or military; civil disturbances, shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary by the testing party for the safe operation thereof); the necessity of making repairs or alternations to machinery or lines of pipe; failure of surface equipment of pipelines; inability of either party hereto to obtain necessary material, supplies, or permits, or labor to perform or comply with any obligations or condition of this Rate Schedule PAL or of the PAL Agreement; inability to obtain rights-of-way; compliance with tariff provisions of downstream pipelines; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.
- 9.3 Service under this Rate Schedule PAL may be interrupted or curtailed for reasons of force majeure or due to any other scheduled routine, repair, and maintenance to be reasonably determined by Transporter. Without limitation of the foregoing, Transporter shall have the right equitably to reduce receipts or deliveries of Natural Gas on any Day below the Maximum Daily Parking or Loaning Quantity, as applicable, to permit maintenance, repair, overhaul, replacement, or construction of pipelines, compressors, metering, regulating, or other production, gathering, and transmission facilities and equipment or due to facility maintenance or freeze offs.

RATE SCHEDULE PAL (continued)

10. LAWS AND REGULATIONS

This Rate Schedule PAL and the executed PAL Agreement and the obligations of the parties hereunder are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction.

11. ASSIGNMENTS

Any person which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety of either party hereto shall be entitled to the rights and subject to the obligations of its predecessor in interest under this Rate Schedule PAL, subject to all of the terms and conditions of this Rate Schedule PAL, as such Rate Schedule may be amended from time to time. Shipper may not assign the executed PAL Agreement, in whole or in part, or any of its rights thereunder, unless it first shall have obtained the written consent of the Transporter.

12. GOVERNMENTAL APPROVALS

12.1 Transporter and Shipper shall diligently proceed to file applications with the FERC and other governmental authorities for all authorizations necessary to carry out their obligations under this Rate Schedule PAL and the executed PAL Agreement.

12.2 Transporter's and Shipper's obligations under this Rate Schedule PAL and the executed PAL Agreement are conditioned upon each party obtaining from governmental authorities all necessary authorizations in form and substance satisfactory to the party applying therefor. Neither party shall be required to accept any authorization which, in the sole judgment of the party applying for same, contravenes or nullifies any provision hereof or is otherwise unacceptable to that party. Upon acceptance by Transporter and Shipper of all regulatory authorizations required to perform the transactions covered hereby, Transporter and Shipper shall proceed with diligence to construct or cause to be constructed all facilities needed to carry out the provisions hereof.

RATE SCHEDULE PAL (continued)

13. OTHER OPERATING

CONDITIONS

13.1 Transporter shall not be required to perform service under this Rate Schedule PAL in the event all facilities necessary to render the requested service are not in existence at the time the request is made.

13.2 Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to perform or to continue to perform service under this Rate Schedule PAL on behalf of any Shipper that has applied for bankruptcy protection under any provision of the Bankruptcy Code or on behalf of any Shipper who fails to demonstrate to Transporter's satisfaction minimal creditworthiness as specified in the Transporter's Service Request Form in Transporter's General Terms and Conditions.

13.3 Subject to the receipt of all necessary regulatory authorizations, Transporter shall not be required to perform service under this Rate Schedule PAL on behalf of any Shipper that fails to comply with any and all of the terms of this Rate Schedule PAL and with the terms of Shipper's PAL Agreement with Transporter; provided, however, that Transporter shall give Shipper at least fifteen (15) Days advance written notice during which Shipper has an opportunity to come into compliance before Transporter exercises its rights to seek all necessary regulatory authorization to terminate service under the applicable PAL Agreement.

13.4 Commingling of Gas - From the time the Natural Gas is received by Transporter at the Parking Point(s), Transporter shall have the unqualified right to commingle such Natural Gas with other Natural Gas in Transporter's pipeline system.

14. MEASUREMENT

Transporter shall arrange for or shall install, operate and maintain, at or near Parking and/or Loan Point(s), equipment which shall meet the qualifications set out in Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff of which this Rate Schedule PAL is a part. The provisions of Section 3 of the said General Terms and Conditions shall apply to Transporter's measuring equipment hereunder except that, in lieu of a recording calorimeter, Transporter may determine the Heating Value of Natural Gas transported hereunder on the basis of samples taken at periodic intervals.

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RATE SCHEDULE PAL (continued)

15. AUTHORIZATION GOVERNMENTAL

Service under an executed PAL Agreement shall be implemented pursuant to Transporter's blanket certificate issued pursuant to 18 C.F.R. 284.221, or pursuant to any other self-implementing program of the FERC. The PAL Agreement shall contain such additional language as specifically required by the Commission's regulations.

16. CONDITIONS GENERAL TERMS AND

All of the General Terms and Conditions of Transporter's FERC Gas Tariff are incorporated herein and made a part hereof; provided, however, that to the extent that such terms and conditions are inconsistent with any provision herein, the terms and conditions of this Rate Schedule PAL shall control. To the extent that any provision of the PAL Agreement conflicts with the terms and conditions of Transporter's FERC Gas Tariff, the terms and conditions of the Tariff shall control.

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SHEET NOS. 61-63 RESERVED FOR FUTURE USE.

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GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS

1. APPLICABILITY

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules contained in this FERC Gas Tariff and executed Service Agreements relating thereto.

2. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms, when used herein or in any Rate Schedule or Service Agreement incorporating these General Terms and Conditions, are intended and used and shall be construed to have the following meanings:

- 2.1 "Btu" shall mean one (1) British Thermal Unit and "MMBtu" shall mean one million (1,000,000) Btus and shall equal one (1) Dekatherm.
- 2.2 "Business Day" shall mean each Day that is not a Saturday, Sunday or legal holiday observed in Oklahoma City, Oklahoma.
- 2.3 "Central Clock Time" shall mean central standard time throughout the year.
- 2.4 "Critical Notice" shall mean information on conditions on Transporter's system that affect scheduling or adversely affect scheduled gas flow. Critical notices will be posted separately on Transporter's Home Page.
- 2.5 "Customer" shall mean a party to an agreement under any of Transporter's Rate Schedules, except where specifically precluded by the Rate Schedule.
- 2.6 "Day" shall mean a period of twenty four (24) consecutive hours, ending at 9:00 A.M., Central Clock Time.
- 2.7 "Dekatherm" ("Dth") shall mean one (1) MMBtu of Natural Gas and shall be the standard units for purposes of Nominations, scheduling, confirmations, allocations, invoicing and balancing. The standard unit for Canada is Gigajoules. For commercial

GENERAL TERMS AND CONDITIONS (continued)

purposes, the standard conversion factor between Dekatherms and Gigajoules is 1.055056 Gigajoules per Dekatherm. (For reference, one Dekatherm = 1,000,000 Btus; and one Gigajoule = 1,000,000,000 joules.)

- 2.8 "Designated Replacement Shipper" shall mean the party identified by a Releasing Shipper as the party who desires to acquire the firm capacity sought to be released by the Releasing Shipper in accordance with Transporter's capacity release program.
- 2.9 "Designated Site" shall mean Transporter's Internet Website, or Transporter's or Shipper's Internet or E-mail Address or Fax Number, as specified by the Transporter or Shipper, as the case may be.
- 2.10 "Internet Website" shall mean the Internet WorldWide Web Site maintained by Transporter for purposes of transmitting and receiving information concerning available capacity, capacity release, operational conditions and other similar matters.
- 2.11 "EDI" shall mean Electronic Data Interchange in accordance with NAESB WGQ Standards.
- 2.12 "Equivalent Quantities" shall mean the thermal equivalent, in MMBtus, of the volume of Natural Gas delivered to Shipper by Transporter at the Point of Delivery. Such volume is equal to the volume of Natural Gas received from Shipper at the applicable Receipt Point(s) less the Fuel Usage and Applicable Shrinkage set forth in Transporter's Rate Schedules or Service Agreements.
- 2.13 "Fuel Usage and Applicable Shrinkage" means the quantity of Natural Gas retained by Transporter for fuel usage, leakage, blow-down, minor Line Pack fluctuations, and lost and unaccounted for gas.
- 2.14 "NAESB WGQ Standards" shall mean those business and electronic communication standards promulgated by the Wholesale Gas Quadrant ("WGQ") of the North American Energy Standards Board ("NAESB") and adopted and codified by the Commission in Section 284.12 of its regulations.
- 2.15 "Heating Value" or "Heat Content" shall mean the gross heating value per cubic foot of Natural Gas at a temperature of sixty degrees (60°F) Fahrenheit, at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch,

GENERAL TERMS AND CONDITIONS (continued)

and corrected from the water vapor content of the Natural Gas under testing conditions to the actual water vapor content of the Natural Gas being received or delivered; provided, however, if the actual water vapor content of the Natural Gas is not more than seven (7) pounds per one thousand (1,000) Mcf, the Natural Gas shall be assumed to be dry.

- 2.16 "Intra-Day Nominations" shall mean a Nominations submitted after the Nominations deadline whose effective time is no earlier than the beginning of the gas Day and runs through the end of the gas Day. There are two types of Intra-Day Nominations: (i) A Nominations received during the gas Day for the same Day of gas flow, and (ii) A Nominations received after the Nominations deadline for the following gas Day.
- 2.17 "Mcf" shall mean one thousand (1,000) cubic feet of Natural Gas.
- 2.18 "Month" shall mean the period beginning at 9:00 A.M. Central Clock Time, on the first Day of the calendar month and ending at the same hour on the first Day of the next succeeding calendar month.
- 2.19 "Natural Gas" shall mean Natural Gas of the quality and pressures specified in Sections 4 and 5 of these General Terms and Conditions.
- 2.20 "Nominations" shall mean a line item containing all defined components. A line shall contain the following components: Beginning Date, Beginning Time, Delivery Location, Delivery Rank, Downstream Contract Identifier, Downstream Identifier Code, Ending Date, Ending Time, Model Type, Nominator's Tracking Number, Quantity, Quantity Type Indicator, Receipt Location, Receipt Rank, Service Requester, Service Requester Contract, Time Stamp, Transaction Type, Transportation Service Provider, Upstream Contract Identifier, Upstream Identifier Code, and at Shipper's option, a Package ID.
- 2.21 "Operational Balancing Agreement" ("OBA") shall mean a contract between two parties that specifies the procedures to manage operating variances at an interconnect between Transporter's system and facilities of third parties.
- 2.22 "Operational Flow Order" ("OFO") shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of

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GENERAL TERMS AND CONDITIONS (continued)

the transportation service provider's system or to maintain operations required to provide efficient and reliable firm service.

2.23 "Package ID" shall mean a code assigned by the Shipper that is intended to be used to differentiate between business transactions.

2.24 "Predetermined Allocation" ("PDA") shall mean an instruction from the participants in the scheduling process that is submitted in advance of gas flow and that tells Transporter how much and in what order to allocate quantities of Natural Gas among the various participants in the scheduling process after gas has flowed.

2.25 "Point(s) of Delivery" or "Delivery Point(s)" shall mean the point or points on Transporter's system where Transporter shall deliver Natural Gas to or for the account of Shipper after transportation or from storage. The Point(s) of Delivery (whether one or more) shall be specified in the applicable Service Agreement.

2.26 "Point(s) of Receipt" or "Receipt Point(s)" shall mean the point or points on Transporter's system where Shipper shall deliver, or cause to be delivered, Natural Gas to Transporter for transportation or storage. The Point(s) of Receipt (whether one or more) shall be specified in the applicable Service Agreement. Shipper shall be permitted to combine multiple Points of Receipt specified in its Service Agreement into a single virtual Point of Receipt for purposes of nominations and scheduling, subject to a determination by Transporter that Shipper's proposed virtual Receipt Point is operationally feasible. On not less than thirty (30) days notice, and in a not unduly discriminatory manner, Transporter may rescind its determination allowing a Shipper to use a virtual Receipt Point if flow constraints between the physical Points of Receipt later develop or if other operational characteristics of the Points of Receipt later change making continued use of the virtual Receipt Point no longer operationally feasible.

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GENERAL TERMS AND CONDITIONS (continued)

2.27 "Primary Path" shall mean as to a specific Transportation Service Agreement under Rate Schedule FTS, the path along Transporter's transmission system from a Shipper's Primary Receipt Point to that Shipper's Primary Delivery Point.

2.28 "Primary Delivery Point(s)" shall mean the Point(s) of Delivery on Transporter's System which have Nominations and allocation preferences over Secondary Delivery Points. A Shipper's Primary Delivery Point(s) shall be as specified in Shipper's executed Transportation Service Agreement under Rate Schedule FTS.

2.29 "Primary Receipt Point(s)" shall mean the Point(s) of Receipt on Transporter's System which have Nominations and allocation preferences over Secondary Receipt Points. A Shipper's Primary Receipt Point(s) shall be as specified in a Shipper's executed Transportation Service Agreement under Rate Schedule FTS.

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GENERAL TERMS AND CONDITIONS (continued)

- 2.31 "Replacement Shipper" shall mean any party which acquires capacity in accordance with Transporter's capacity release program and executes a Service Agreement with Transporter under Transporter's Rate Schedule FTS or Rate Schedule FSS.
- 2.32 "Secondary Point(s)" shall mean, as to a specific Transportation Service Agreement under Rate Schedule FTS, all Point(s) of Delivery on the Transporter's system which are not specified as Primary Points.
- 2.33 "Secondary Replacement Shipper" shall mean any party which obtains released capacity from a Replacement Shipper.
- 2.34 "Shipper" shall mean the party receiving service pursuant to an executed FTS, FSS, ITS or ISS Service Agreement.
- 2.35 "Transportation Service Agreement" shall mean an agreement for transportation under Rate Schedule FTS, FSS, ITS or ISS.
- 2.36 "Transporter" shall mean Ozark Gas Transmission, L.L.C.
- 2.37 "Year" shall mean a period of 365 consecutive days, or 366 consecutive days when such period includes a February 29.

3. MEASUREMENT

3.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be one (1) cubic foot of Natural Gas at a pressure base of fourteen and seventy-three hundredths (14.73) psia, a temperature base of sixty degrees (60°F) Fahrenheit, and dry (101.325 kPa, 15 degrees C, and dry). Except as otherwise provided by law, the volume of Natural Gas delivered at the point of receipt and at the point of delivery hereunder shall be computed in accordance with the standards prescribed in Gas Measurement Report No. 3 of the American Gas Association, dated April 1955, as revised September 1969, and from time to time amended, supplemented or superseded. All quantities of Natural Gas given herein, unless otherwise stated, are in terms of the unit of volume set forth above in this Section 3.1.

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GENERAL TERMS AND CONDITIONS (continued)

- 2.30 "Psia" shall mean pounds per square inch, absolute.
- 2.31 "Psig" shall mean pounds per square inch, gauge.
- 2.32 "Releasing Shipper" shall mean a Shipper receiving service pursuant to a Service Agreement under Transporter's Rate Schedule FTS or Rate Schedule FSS who seeks to release firm capacity in accordance with the Transporter's capacity release program.
- 2.33 "Replacement Shipper" shall mean any party which acquires capacity in accordance with Transporter's capacity release program and executes a Service Agreement with Transporter under Transporter's Rate Schedule FTS or Rate Schedule FSS.
- 2.34 "Secondary Delivery Point(s)" shall mean, as to a specific Transportation Service Agreement under Rate Schedule FTS, all Point(s) of Delivery on Transporter's system which are not designated as Primary Delivery Point(s).
- 2.35 "Secondary Receipt Point(s)" shall mean, as to a specific Transportation Service Agreement under Rate Schedule FTS, all Point(s) of Receipt on Transporter's system which are not designated as Primary Receipt Point(s).
- 2.36 "Secondary Replacement Shipper" shall mean any party which obtains released capacity from a Replacement Shipper.
- 2.37 "Shipper" shall mean the party receiving service pursuant to an executed FTS, FSS, ITS or PAL Service Agreement.
- 2.38 "Transportation Service Agreement" shall mean an agreement for transportation under Rate Schedules FTS, FSS, ITS or PAL.
- 2.39 "Transporter" shall mean Ozark Gas Transmission, L.L.C.
- 2.40 "Year" shall mean a period of 365 consecutive days, or 366 consecutive days when such period includes a February 29.

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GENERAL TERMS AND CONDITIONS (continued)

3. MEASUREMENT

3.1 Unit of Measurement and Metering Base. The volumetric measurement base shall be one (1) cubic foot of Natural Gas at a pressure base of fourteen and seventy-three hundredths (14.73) psia, a temperature base of sixty degrees (60°F) Fahrenheit, and dry (101.325 kPa, 15 degrees C, and dry). Except as otherwise provided by law, the volume of Natural Gas delivered at the point of receipt and at the point of delivery hereunder shall be computed in accordance with the standards prescribed in Gas Measurement Report No. 3 of the American Gas Association, dated April 1955, as revised September 1969, and from time to time amended, supplemented or superseded. All quantities of Natural Gas given herein, unless otherwise stated, are in terms of the unit of volume set forth above in this Section 3.1.

GENERAL TERMS AND CONDITIONS (continued)

- 3.2 Atmospheric Pressure. For the purpose of measurement, calculations and meter calibration, the average absolute atmospheric (Barometric) pressure for each Point of Receipt and Point of Delivery shall be as specified in an executed Service Agreement irrespective of variations in natural atmospheric pressure from time to time.
- 3.3 Temperature. The temperature of the Natural Gas shall be determined at the point of measurement by means of recording thermometers of standard manufacture acceptable to Transporter and Shipper to be installed in accordance with the recommendations contained in Gas Measurement Report No. 3, as aforesaid, and the arithmetic average of hourly temperatures of Day shall be used in computing temperatures of the Natural Gas during each Day.
- 3.4 Specific Gravity. The specific gravity of the Natural Gas shall be determined at the point of measurement by one of the following methods:
- (a) By means of a properly installed recording gravitometer of standard manufacture acceptable to Transporter and Shipper, or
 - (b) By use of a portable specific gravity balance of standard manufacture acceptable to Transporter and Shipper. Such determination to be made at least once every six (6) Months, or
 - (c) By means of a calculated specific gravity derived from a gas chromatograph determination.
- 3.5 Measuring Equipment. Unless otherwise agreed upon, Transporter will install, maintain and operate or cause to be installed, maintained and operated measuring stations equipped with orifice meters and other necessary metering and measuring equipment by which the volumes of Natural Gas received and delivered under an executed Service Agreement shall be determined. Orifice meters shall be installed and operated in accordance with said Gas Measurement Committee Report No. 3. Shipper may install check measuring equipment at its own cost and expense; provided, however, that such equipment shall be so installed as not to interfere with the operations of Transporter. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the reading, calibrating and adjusting thereof and the changing of charts shall be done

GENERAL TERMS AND CONDITIONS (continued)

only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. The records from such measuring equipment shall remain the property of their owner, but upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection, subject to return within thirty (30) Days after receipt thereof. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in an executed Service Agreement, shall not be used in the measurement of Natural Gas for purposes of such Service Agreement.

- 3.6 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and, if requested, in the presence of representatives of Shipper, but neither Transporter nor Shipper shall be required to verify the accuracy of such equipment more frequently than once in any thirty (30) Day period. If either Transporter or Shipper at any time desires a special test of any measuring equipment, it will promptly notify the other and Transporter and Shipper shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 3.7 Correction of Metering Errors. If, upon any test, any measuring equipment is found to be inaccurate, such equipment shall be adjusted immediately to measure accurately. If upon any test the measuring equipment in the aggregate is found to be inaccurate by two percent (2%) or more at a recording corresponding to the average hourly rate of Natural Gas flow for the period since the last preceding test, previous recordings of such equipment and any payments based thereon shall be corrected at the rate of such inaccuracy for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen (16) Days.
- 3.8 Failure of Measuring Equipment. In the event any measuring equipment is out of service or out of repair so that the quantity of Natural Gas received or delivered through such meter cannot be ascertained or computed from the readings thereof, the

GENERAL TERMS AND CONDITIONS (continued)

quantity of Natural Gas so received or delivered during such period same is out of service or out of repair shall be estimated and agreed upon by Transporter and Shipper upon the basis of the best available data, using the first of the following methods which is feasible:

- (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, special test or mathematical calculation, or in the absence of both (a) and (b) then;
 - (c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions during which the meter was registering accurately.
- 3.9 Preservation of Records. Both Transporter and Shipper shall preserve for a period of at least three (3) Years, or such other period as may be required by governmental authority, all test data, charts and other similar records.
- 3.10 New Techniques and Devices. Transporter and Shipper intend to use the most accurate feasible measurement techniques and devices available. When newer techniques or devices become generally accepted in the industry and can be utilized economically in connection with the measurement of Natural Gas hereunder, it is agreed that same shall be considered in updating the provisions of this Section 3 to utilize such measurement techniques and devices.
- 3.11 Measurement Data. For purposes of calculating and rendering bills, Transporter will close its measurement data as to each Month on the fifth (5th) Business Day of the following Month. Transporter will estimate missing or late measurement data using data provided by the measuring party. Transporter will treat the actual quantity as a prior period adjustment. Any adjustment after such fifth (5th) Business Day of the Month will be processed as a prior period adjustment. Transporter reports prior period adjustments with the restated line item with a new total quantity for the Day and the billing Month.

GENERAL TERMS AND CONDITIONS (continued)

Transporter will permit prior period adjustments to measurement data for six (6) Months from the billing Month. Shippers will have an additional three (3) Months to rebut an adjustment. Transporter will permit adjustments after this time period, if all affected parties agree. This time limitation will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, and parties' other statutory or contractual rights will not otherwise be diminished by this provision.

4. QUALITY

4.1 Heat Content. The Natural Gas delivered at the Point(s) of Receipt and the Point(s) of Delivery under an executed Service Agreement shall contain a Heating Value of not less than 950 Btu per cubic foot. The Heating Value shall be determined by Transporter by the installation of a recording calorimeter, a continuous sample accumulator, an onstream chromatograph, or by means of spot samples, provided, however, that in lieu of a recording calorimeter, Transporter may determine the Heat Content on the basis of samples taken at periodic intervals. If periodic determinations of Heating Value are made, the initial determination is to be made within sixty (60) Days after the date of initial deliveries of Natural Gas under an executed Service Agreement and subsequent determinations shall be made each three (3) Months thereafter. The recording calorimeter mentioned herein shall be tested periodically using a reference sample of Natural Gas of known Heating Value.

4.2 Freedom from Objectionable Matter. The Natural Gas received and delivered under an executed Service Agreement:

- (a) Shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operations of the lines, regulators, meters and other equipment of Transporter;
- (b) Shall not contain more than one-quarter (1/4) of one (1) grain of hydrogen sulphide per one hundred (100) cubic feet of Natural Gas. Subject to the provisions of Section 8 of Transporter's Rate Schedules FTS and ITS, the provisions of this Section 4.2(b) do not apply to wells connected to Transporter's system as of October 1, 1993 which currently exceed the 1/4

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First Revised Sheet No. 75 First Revised Sheet No. 75 : Effective

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GENERAL TERMS AND CONDITIONS (continued)

grain standard. Gas from these wells shall not contain more than one (1) grain of hydrogen sulphide per one hundred (100) cubic feet of such gas;

(c) Shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet;

(d) Shall not at any time have an oxygen content in excess of two-tenths of one percent (.2%) by volume and Transporter and Shipper shall make every reasonable effort to keep the Natural Gas free of oxygen. Subject to the provisions of Section 8 of Transporter's Rate Schedules FTS and ITS, the provisions of this Section 4.2(d) do not apply to wells connected to Transporter's system as of October 1, 1993 which currently exceed the .2% standard. Gas from these wells shall not at any time have an oxygen content in excess of one percent (1%) by volume;

(e) Shall not have a water vapor content of more than seven (7) pounds per million cubic feet of Natural Gas, if such gas is delivered directly to Transporter without flowing through Transporter's existing dehydration facilities. If the gas flows into Transporter's existing dehydration facilities, and the facilities cannot accommodate all water content being delivered to such facilities, then a pro-rata allocation of volumes shall be performed on receipt gas such that said dehydration facilities can accommodate dehydration functions. Under no circumstances at any receipt point shall a Shipper deliver free flowing water to Transporter;

(f) Shall not contain more than four percent (4%) by volume of total inerts, of which no more than two percent (2%) by volume may be carbon dioxide and no more than two percent (2%) by volume may be nitrogen. Subject to the provisions of Section 8 of Transporter's Rate Schedules FTS and ITS and Section 9 of Transporter's Rate Schedule PAL, the provisions of this Section 4.2(f) do not apply to wells connected to Transporter's system as of October 1, 1993 which currently exceed the 4% total inerts or 2% carbon dioxide standards. Gas from these wells shall not contain more than three percent (3%) by volume of carbon dioxide with no more than four percent (4%) of total inerts;

GENERAL TERMS AND CONDITIONS (continued)

- (g) Shall be delivered at a temperature not in excess of one hundred twenty degrees (120°F) Fahrenheit; and
 - (h) Shall be in compliance with all applicable local, state and federal laws and regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Resources Conservation Recovery Act, and the Toxic Substances Control Act, as such may be amended from time to time.
- 4.3 Failure to Meet Receipt Specifications. Should any gas tendered for delivery to Transporter at the Point(s) of Receipt under an executed Service Agreement fail at any time to conform to any of the specifications of this Section 4, and the integrity of Transporter's system is threatened, Transporter shall have the right to suspend service immediately. In cases where the integrity of the system is not threatened and Transporter notifies Shipper of any such failure, Shipper shall have ten (10) Days from such notification to come into compliance with the specifications of this Section 4. If Shipper has not come into compliance within such ten (10) Day period, Transporter may at its option suspend all or a portion of the receipt of any such gas, and it shall be relieved of its obligations under such Service Agreement to the extent of rightful suspension for the duration of such time as the gas does not meet such specifications; provided, however, if Transporter elects to accept receipt of any off-specification gas, it shall do so in a ratable manner as between Shipper and others who may be entitled to transportation of Natural Gas by Transporter. Upon receipt of notice by Transporter of such a failure, Shipper shall make a diligent effort to correct such failure by treatment or dehydration consistent with prudent operation so as to deliver Natural Gas conforming to the above specifications. Transporter may, on a non-discriminatory basis, waive the requirements of Sections 4.1 through 4.2, except for 4.2(h), and allow the receipt of gas into its system or the delivery of gas out of its system, which may at any time fail to conform to any of the specifications set forth herein above, under circumstances where Transporter reasonably determines that such waiver will not jeopardize the integrity or safety of Transporter's system.
- 4.4 Failure to Meet Delivery Specifications. Should the gas tendered for delivery by Transporter at the Point(s) of Delivery under an executed Service Agreement fail at any time to conform to any of the specifications of this Section 4, Shipper shall notify Transporter of any such failure and Transporter shall make a diligent effort to correct

GENERAL TERMS AND CONDITIONS (continued)

such failure by treatment or dehydration consistent with prudent operations and by means which are economically feasible in Transporter's opinion so as to deliver Natural Gas conforming to the above specifications, Shipper may at its option suspend acceptance of delivery of all or a portion of the gas transported under such Service Agreement and it shall be relieved of its obligations hereunder to the extent of rightful suspension, for the duration of such time as the gas does not meet such specifications.

5. RECEIPT AND DELIVERY PRESSURE

- 5.1 Pressure at Point(s) of Receipt. Shipper shall deliver, or cause to be delivered, the Natural Gas at the Point(s) of Receipt at a pressure sufficient to allow the Natural Gas to enter Transporter's lines at the working pressure therein from time to time; provided, however, that Shipper shall not, except by mutual agreement, be required or permitted to deliver the Natural Gas at the Point(s) of Receipt at a pressure in excess of 1,200 psig.
- 5.2 Pressure at Point(s) of Delivery. Transporter shall deliver, or cause to be delivered, the Natural Gas to or for the account of Shipper at the Point(s) of Delivery at a pressure specified in the applicable Service Agreement.

6. BILLING

- 6.1 Invoices. On or before the ninth (9th) Business Day of each Month, Transporter shall render to Shipper an invoice setting forth a statement of the transportation charge and the total amount due for transportation provided under an executed Service Agreement for gas received from Shipper during the preceding Month, a statement of account and an imbalance statement. For purposes of this provision, the term "Rendered" is defined as postmarked, time stamped, or delivered to the Designated Site. Such invoice shall be deemed to have been duly delivered and thereby received on the third Business Day following the date on which same was deposited in the United States mail, or if mailed on the date and time of confirmation of receipt, if transmitted by facsimile or by electronic mail or EDI to the Designated Site. Transporter shall accompany such invoice with a schedule showing volumes of Natural Gas, in Mcf, and Heating Content, in Dth, received, Equivalent Quantities delivered, and any imbalance statement. When information necessary for billing

GENERAL TERMS AND CONDITIONS (continued)

purposes is in the control of Shipper, it shall furnish such information to Transporter on or before the fifth (5th) Day of the Month.

Transporter will use common codes and standard field name descriptors on all invoices (paper and EDI). Invoices will state the net billing rate rather than the maximum tariff rate and the discount amount, and will be mathematically accurate. Transfer imbalances will be a separate charge type. Invoices will be based on actuals, if available, or the best available data. Quantities at points where OBAs exist will be invoiced based on scheduled quantities. Transporter will provide any required backup data either with or prior to transmission of the invoice. Information provided with the transportation invoice will be consistent with information previously provided, as updated. Transporter will provide supporting documentation for invoices within five (5) Business Days of request. Transporter will permit prior period adjustments for six (6) Months from the date of an initial Month-end allocation or invoice. Shippers will have an additional three (3) Months to rebut an adjustment. Transporter will permit adjustments after this time period, if all affected parties agree. This time limitation will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact, and parties' other statutory or contractual rights will not otherwise be diminished by this provision. Transporter will report adjustments to prior periods by production date.

Transporter will indicate paid amounts of prior period adjustments on the statement of account.

- 6.2 Determination of Receipts. If Transporter receives Natural Gas from more than one Shipper at any Point(s) of Receipt, Transporter shall in each Month, unless affected Shippers have an agreement otherwise that has been submitted to Transporter prior to gas flow in accordance with Section 28, bill each Shipper for gas received at such Point(s) of Receipt based on each Shipper's pro-rata Nominations at such Point(s) of Receipt for each Day in each Month.
- 6.3 Access to Billing Data. Both Transporter and Shipper and their representatives shall have the right to examine and copy at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any invoice, statement, charge or computation made under or pursuant to any of the provisions thereof.

GENERAL TERMS AND CONDITIONS (continued)

- 6.4 Payment. Shipper shall pay Transporter at its general office in Oklahoma City, Oklahoma, or at such other address as Transporter shall designate in writing, by no later than the tenth Day following receipt of the invoice from Transporter, the amount due for the preceding Month. Transporter will apply parties' payment per the support documentation provided by the Shipper. The Shipper shall indicate the invoice number on all payments.
- 6.5 Remedies for Nonpayment. Should Shipper fail to pay all of the amount of any invoice as herein provided when such amount is due, Transporter may charge interest on the unpaid portion of the invoice computed from the due date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501 of the Federal Energy Regulatory Commission's Regulations under the Natural Gas Act. If such failure to pay continues for thirty (30) Days after payment is due, and Transporter has provided Shipper and the FERC with at least ten (10) Days notice that service will terminate due to the non-payment, Transporter, in addition to any other remedy it may have under an executed Service Agreement, may, after application to and authorization by the FERC, if such authorization is necessary, terminate the Service Agreement.
- 6.6 Disputed Invoices. Shipper may dispute the amount of any invoice or parts thereof due to a good faith allegation of a billing error, made in writing to Transporter, with supporting documentation, and pay to Transporter only such amounts as it concedes to be correct if, within thirty (30) Days of a demand made by Transporter, Shipper furnishes a good and sufficient surety bond guaranteeing payment to Transporter of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts as may be the case. If Shipper furnishes such a bond, Transporter shall not be entitled to suspend further delivery of Natural Gas unless and until default be made in the conditions of such bond. No payment by Shipper of the amount of a disputed invoice shall prejudice the right of Shipper to claim that an adjustment of the disputed invoice is required.
- 6.7 Adjustment of Billing Errors. If, subject to the time limits set forth in this Section 6.7, it shall be found that Shipper has been overcharged or undercharged in any form

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First Revised Sheet No. 80 First Revised Sheet No. 80 : Suspended
Superseding: Substitute Original Sheet No. 80

GENERAL TERMS AND CONDITIONS (continued)

whatsoever under the provisions hereof and Shipper shall have actually paid the invoices containing such overcharge or undercharge, then within thirty (30) Days after the final determination thereof, Transporter shall refund the amount of any such overcharge, or shall invoice Shipper for the amount of the undercharge so determined. Either party shall be entitled to seek an adjustment to a Transporter's invoice allegedly containing an overcharge or undercharge at any time during a period extending six (6) Months from the date of such invoice, and the other party shall have an additional period of up to three (3) Months to rebut the proposed invoice adjustment, provided, however, that such time limits shall not apply to precluded adjustments arising out of government-required rate changes, and will not apply in case of deliberate omission or misrepresentation, or mutual mistake of fact, and parties' other statutory or contractual rights will not be otherwise diminished by this provision.

6.8 Transporter's fuel reimbursement percentages will be calculated on the basis of actual Fuel Usage and Applicable Shrinkage divided by applicable throughput volumes. Electric power used as fuel for electric driven compressors will be converted to equivalent volumes of gas for purposes of calculating such fuel reimbursement percentages.

7. RESPONSIBILITY FOR NATURAL GAS

For transportation provided by Transporter under any Rate Schedule, Shipper shall be deemed to be in exclusive control and possession of the Natural Gas until such Natural Gas has been delivered to Transporter at the Point(s) of Receipt and after such Natural Gas has been delivered to or for the account of Shipper at the Point(s) of Delivery. Transporter shall be deemed to be in exclusive control and possession of such Natural Gas between the Point(s) of Receipt and the Point(s) of Delivery set forth in the Service Agreement. The party which is deemed to be in exclusive control and possession of such Natural Gas shall be responsible for all injury or damage caused thereby and shall be responsible for any loss of Natural Gas while in its possession, other than applicable use, compressor fuel, loss or

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Second Revised Sheet No. 80 Second Revised Sheet No. 80 : Effective
Superseding: First Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS (continued)

whatsoever under the provisions hereof and Shipper shall have actually paid the invoices containing such overcharge or undercharge, then within thirty (30) Days after the final determination thereof, Transporter shall refund the amount of any such overcharge, or shall invoice Shipper for the amount of the undercharge so determined. Either party shall be entitled to seek an adjustment to a Transporter's invoice allegedly containing an overcharge or undercharge at any time during a period extending six (6) Months from the date of such invoice, and the other party shall have an additional period of up to three (3) Months to rebut the proposed invoice adjustment, provided, however, that such time limits shall not apply to precluded adjustments arising out of government-required rate changes, and will not apply in case of deliberate omission or misrepresentation, or mutual mistake of fact, and parties' other statutory or contractual rights will not be otherwise diminished by this provision.

- 6.8 Transporter's fuel reimbursement percentages will be calculated on the basis of actual Fuel Usage divided by actual throughput volumes. Electric power used as fuel for electric driven compressors will be converted to equivalent volumes of gas for purposes of calculating such fuel reimbursement percentages. Transporter will prepare a report of actual fuel usage for each twelve month period ending December 31 and file such report with the Federal Energy Regulatory Commission not later than the following April 1.

7. RESPONSIBILITY FOR NATURAL GAS

For transportation provided by Transporter under any Rate Schedule, Shipper shall be deemed to be in exclusive control and possession of the Natural Gas until such Natural Gas has been delivered to Transporter at the Point(s) of Receipt and after such Natural Gas has been delivered to or for the account of Shipper at the Point(s) of Delivery. Transporter shall be deemed to be in exclusive control and possession of such Natural Gas between the Point(s) of Receipt and the Point(s) of Delivery set forth in the Service Agreement. The party which is deemed to be in exclusive control and possession of such Natural Gas shall be responsible for all injury or damage caused thereby and shall be responsible for any loss of Natural Gas while in its possession, other than applicable use, compressor fuel, loss or

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Original Sheet No. 80A Original Sheet No. 80A : Effective

shrinkage in the operations of gathering or transportation lines or facilities, except with regard to injury, damage or loss caused by or arising out of the negligence of the nonpossessory party.

8. WARRANTY

8.1 Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of Natural Gas at the Point(s) of Receipt for transportation under an executed Service Agreement, good title to and/or the full right and authority to deliver such Natural Gas to Transporter for transportation under an executed Service Agreement, or a current contractual right to acquire such title, or an existing contract with a person which has title to or a current contractual right to acquire title to such Natural Gas. Transporter warrants for itself, its successors and assigns, that, at the time of delivery of Natural Gas to Shipper or for Shipper's account, Transporter will have the full right and authority to deliver such Natural Gas to Shipper. Shipper warrants for itself, its successors and assigns, that the Natural Gas it tenders for delivery shall be

GENERAL TERMS AND CONDITIONS (continued)

free and clear of all liens, encumbrances, and claims whatsoever, that, at such time of delivery, it will have good right and title to the Natural Gas and full right and authority to deliver same, that it will indemnify Transporter 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 Natural Gas and/or to royalties, payments, taxes, license fees, or charges thereon and further, that it will indemnify Transporter and save it harmless from all taxes or assessments which may be levied and assessed upon such Natural Gas prior to its receipt and after delivery by Transporter.

8.2 Shipper warrants for itself, its successors and assigns, that any Natural Gas delivered to Transporter shall meet each of the quality standards set forth in Section 4 of these General Terms and Conditions. Shipper further warrants that it will indemnify Transporter and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any claims, demands, costs, expenses, penalties, or fines in any manner directly or indirectly connected with or growing out of Shipper's delivery to Transporter of any gas that fails to meet each of the quality standards set forth in Section 4 of these General Terms and Conditions.

9. WAIVER

No waiver permitted by these General Terms and Conditions, the applicable Rate Schedules, or the Service Agreements by either Transporter or Shipper of any provision, condition or requirement therein shall be deemed to be a waiver of, or in any manner to release the other party from, performance of any other provision, condition, or requirement of these General Terms and Conditions, the applicable Rate Schedules, or the Service Agreements, nor shall such waiver be deemed to be a waiver of, or in any manner to release the other party from, future performance of the same provision, condition or requirement; nor shall any delay or omission of either Transporter or Shipper to exercise any right in these General Terms and Conditions, the applicable Rate Schedules, or the Service Agreements in any manner impair the exercise of any such right or any like right accruing to it thereafter.

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Superseding: Original Sheet No. 82

GENERAL TERMS AND CONDITIONS (continued)

10. FORM OF SERVICE AGREEMENT
Service rendered to Shipper shall be in accordance with the provisions of a Service Agreement executed between Transporter and Shipper in the form of the applicable Service Agreement contained in Transporter's FERC Gas Tariff.
11. FEDERAL ENERGY REGULATORY COMMISSION ANNUAL CHARGE ADJUSTMENT
 - 11.1 For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Article 11 provides for an annual charge adjustment ("ACA") applicable to Transporter's Rate Schedules as set forth in Transporter's FERC Gas Tariff. Such adjustment shall be the ACA unit charge adjusted to Transporter's pressure base and Heating Value, if required, which is specified by the Federal Energy Regulatory Commission each Year.
 - 11.2 Filing Procedure. The initial ACA or any subsequent changes in such assessment charge shall be filed by Transporter at least thirty (30) Days prior to the proposed effective date, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid order. The proposed effective date of filings shall be October 1 of each calendar Year.
12. GAS RESEARCH INSTITUTE CHARGE ADJUSTMENT PROVISION
For the purpose of funding Gas Research Institute's ("GRI") approved expenditures, this Article 12 provides for an annual GRI adjustment charge, to be applicable in those transactions in which Transporter is required to collect from Shipper a GRI charge, as may be set forth in Transporter's FERC Gas Tariff. Such adjustment shall be the GRI unit charge adjusted to Transporter's pressure base and Heating Value, if required, which is specified by the Federal Energy Regulatory Commission each Year.
13. STANDARDS OF CONDUCT COMPLIANCE
 - 13.1 Transporter complies with the Federal Energy Regulatory Commission Standards of Conduct for Transmission Providers codified as part of FERC's Regulations at 18 C.F.R. Part 358. Transporter will post information on its Internet Website concerning its compliance with the Standards of Conduct, including, without limitation, Transporter's compliance procedures and organizational charts and information

Third Revised Sheet No. 83 Third Revised Sheet No. 83 : Effective
Superseding: Second Revised Sheet No. 83

GENERAL TERMS AND CONDITIONS (continued)
concerning the Transporter's Energy Affiliates,
shared facilities, operating personnel, employee
transfers, discounts and exercises of discretion
under Transporter's FERC Gas Tariff.

- 13.2 Information and Format Required for a Valid Service Request. The specific information and format for a valid request for transportation service under Rate Schedules FTS, FSS, ITS, ISS and PAL are included in Transporter's General Terms and Conditions. A transportation request form may be obtained by writing or telephoning during regular business hours the Transporter.
- 13.3 Procedures Used to Inform Shippers of Availability and Pricing of Transportation Service. Transporter transports Natural Gas on an open access basis at the rates set forth in Section 3 of Rate Schedule FTS, Section 5 of Rate Schedule FSS, Section 4.2 of Rate Schedule ITS, Section 5 of Rate Schedule ISS and Section 4.1 of Rate Schedule PAL of this Tariff. Shippers and potential Shippers may determine the availability of transportation service by submitting valid requests for such service to the Transporter in accordance with Section 13.2 above. Shippers may determine the availability of a discounted transportation rate from the President in writing, by telephone during regular business hours, or by using Transporter's Internet Website. Documentation supporting the need for the discount must accompany all such requests.
- 13.4 Procedures Used to Inform Shippers of Availability of Capacity.
- (a) Shippers that have valid Transportation Service Agreements with Transporter may determine the capacity available for transportation by submitting Nominations to the Transporter in accordance with the applicable Rate Schedule.
 - (b) General information regarding capacity on Transporter's system will be made available from time to time through the use of Transporter's Internet Website. Shippers and potential Shippers may obtain information concerning access to this bulletin board by writing the President, or by telephone during regular business hours.

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GENERAL TERMS AND CONDITIONS (continued)

concerning the Transporter's Energy Affiliates, shared facilities, operating personnel, employee transfers, discounts and exercises of discretion under Transporter's FERC Gas Tariff.

13.2 Information and Format Required for a Valid Service Request. The specific information and format for a valid request for transportation service under Rate Schedules FTS, FSS, ITS and PAL are included in Transporter's General Terms and Conditions. A transportation request form may be obtained by writing or telephoning during regular business hours the Transporter.

13.3 Procedures Used to Inform Shippers of Availability and Pricing of Transportation Service. Transporter transports Natural Gas on an open access basis at the rates set forth in Section 3 of Rate Schedule FTS, Section 5 of Rate Schedule FSS, Section 4.2 of Rate Schedule ITS, and Section 4.1 of Rate Schedule PAL of this Tariff. Shippers and potential Shippers may determine the availability of transportation service by submitting valid requests for such service to the Transporter in accordance with Section 13.2 above. Shippers may determine the availability of a discounted transportation rate from the President in writing, by telephone during regular business hours, or by using Transporter's Internet Website. Documentation supporting the need for the discount must accompany all such requests.

13.4 Procedures Used to Inform Shippers of Availability of Capacity.

(a) Shippers that have valid Transportation Service Agreements with Transporter may determine the capacity available for transportation by submitting Nominations to the Transporter in accordance with the applicable Rate Schedule.

(b) General information regarding capacity on Transporter's system will be made available from time to time through the use of Transporter's Internet Website. Shippers and potential Shippers may obtain information concerning access to this bulletin board by writing the President, or by telephone during regular business hours.

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Second Revised Sheet No. 84 Second Revised Sheet No. 84 : Effective

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GENERAL TERMS AND CONDITIONS (continued)

13.5 Complaint Procedures. It is the Transporter's goal, as a provider of transportation services for others, that each of its Shippers and potential Shippers receive service that is in accordance with the Transporter's Tariff and is fully satisfactory to the Shippers. It is the Transporter's policy to resolve all Shippers' concerns informally and quickly. Should such attempts prove unsuccessful, the procedures set forth below should be followed.

(a) Formal complaints by Shippers or potential Shippers should be addressed to the President. Shippers should state with specificity the nature of the complaint, what actions or procedures of the Transporter gave rise to the complaint, and the remedy that the Shipper is seeking. Shippers making oral complaints should specifically identify the communication as a complaint.

(b) The President, or his designee, shall promptly investigate the complaint and shall acknowledge the receipt of the complaint within forty eight (48) hours of receipt. If appropriate, the Transporter's resolution of the matter will be communicated tentatively to the complainant at that time.

(c) The timing and nature of subsequent communication with the complainant, including the final resolution of the matter, shall be at the discretion of the President. Every effort shall be made to resolve finally each complaint in writing within thirty (30) Days after the complaint was initially received. At a minimum, the Transporter shall notify the complainant in writing of the status of the complaint within thirty (30) Days of its receipt. If the President is unable to resolve the complaint, the complaint will be referred to the Transporter's legal counsel.

14. CAPACITY RELEASE PROGRAM

14.1 Subject to the provisions of Transporter's Tariff, any Shipper taking service under an executed Service Agreement under Rate Schedules FTS or FSS may release and subsequently recall and reup all or any portion of its capacity under such Service Agreement. A Shipper under Rate Schedules FTS or FSS that desires to release capacity under this Section.

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Third Revised Sheet No. 85 Third Revised Sheet No. 85 : Effective
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GENERAL TERMS AND CONDITIONS (continued)

14.1 must notify Transporter, in writing or via telecopy in the form provided in Section 14.11, or via EDI, of the following: (a) the Releasing Shipper's name; (b) the Releasing Shipper's Service Agreement under which capacity is being released; (c) the maximum and minimum quantity per Day to be released; (d) the term of the release specifying the Month, Day and Year such release is to begin and the Month, Day and Year such release is to end; (e) the minimum rate the Releasing Shipper is willing to accept, provided, however, a Releasing Shipper shall not be obligated to specify a minimum rate; (f) the Point(s) of Receipt and Delivery; (g) whether the release is subject to a right of recall or reput and the specific terms and conditions of the recall and reput, provided, however, such terms and conditions shall not be inconsistent with Transporter's FERC Gas Tariff; (h) the methodology ((1) highest rate, 2) net revenue or 3) present value) to be used by Transporter in selecting the best bid; (i) the Designated Replacement Shipper, if any; (j) whether the Releasing Shipper is willing to accept bids on a demand charge or volumetric basis, or a volumetric basis with a minimum volumetric commitment; (k) whether bids must be in dollars and cents or percentage of maximum rate; and (l) other terms and conditions, if any.

(a) The following "Capacity Release Timeline" shall apply to all capacity releases:

For biddable releases (less than 1 year):

- offers should be tendered by 12:00 p.m. on a Business Day;
- 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);
- evaluation period ends and award posting if no match required at 2:00 p.m.;
- match or award is communicated by 2:00 p.m.;
- match response by 2:30 p.m.;
- where match required, award posting by 3:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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FERC Docket: RP03-405-000

First Revised Sheet No. 85A First Revised Sheet No. 85A : Effective
Superseding: Original Sheet No. 85A

GENERAL TERMS AND CONDITIONS (continued)

For biddable releases (1 year or more):

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

For non-biddable releases:

Timely Cycle

- posting of prearranged deals not subject to bid are due by 10:30 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

- posting of prearranged deals not subject to bid are due by 5:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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FERC Docket: RP03-405-000

First Revised Sheet No. 85B First Revised Sheet No. 85B : Effective
Superseding: Original Sheet No. 85B

GENERAL TERMS AND CONDITIONS (continued)

Intraday 1 Cycle

- posting of prearranged deals not subject to bid are due by 9:00 a.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

- posting of prearranged deals not subject to bid are due by 4:00 p.m.;
- contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

A Replacement Shipper may submit Nominations to Transporter at the first opportunity pursuant to Sections 19 and 20 of these General Terms and Conditions following an award of released capacity pursuant to the foregoing timelines. Transporter shall provide Replacement Shipper with a contract including contract number for such released capacity within one hour of the time such released capacity is awarded.

Other choices of bid evaluation methodology (including other Releasing Shipper-Defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor is Transporter held to the timeline should the Releasing Shipper elect another method of evaluation

GENERAL TERMS AND CONDITIONS (continued)

- (b) Releasing shippers may, to the extent permitted as a condition of the capacity release, recall released capacity pursuant to the following timeline:

Timely Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- The Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

Early Evening Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- The Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

Evening Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- The Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

Intraday 1 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- The Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

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FERC Docket: RP03-405-000

Sixth Revised Sheet No. 86 Sixth Revised Sheet No. 86 : Effective
Superseding: Fifth Revised Sheet No. 86

GENERAL TERMS AND CONDITIONS (continued)
Intraday 2 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Transporter and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
 - The Transporter shall provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).
- (c) Transporter shall support the function of reputting capacity by Releasing Shippers. Releasing Shipper and Replacement Shipper shall negotiate the reput methods and rights applicable to a specific capacity release arrangement, and shall specify such reput method and rights at the time of the deal.

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FERC Docket: RP02-271-000

Third Revised Sheet No. 86A Third Revised Sheet No. 86A : Effective

Superseding: Second Revised Sheet No. 86A

GENERAL TERMS AND CONDITIONS (continued)

- (d) For releases of one Month or less, if the Releasing Shipper identifies a Designated Replacement Shipper, and the Designated Replacement Shipper agrees to comply with all the conditions of the release, the posting and bidding procedures of this Section 14.1 shall not apply and Transporter will offer the capacity to the Designated Replacement Shipper. For released capacity to a Designated Replacement Shipper not subject to posting and bidding, such Designated Replacement Shipper shall have the right to submit Nominations to Transporter at the next scheduled opportunity pursuant to Sections 19 and 20 of these General Terms and Conditions following notification to Ozark of such prearranged capacity release and Transporter will tender to Designated Replacement Shipper within one hour of such notification a contract with contract number regarding such capacity release.

- (e) For releases of one Month or less, if the Releasing Shipper does not identify a Designated Replacement Shipper, or if the Releasing Shipper elects to use posting and bidding, capacity release shall be subject to the time lines for posting and bidding set forth in Section 14.1(a). If the best bid(s) exceed(s) the bid agreed upon by the Designated Replacement Shipper, the Designated Replacement Shipper must notify Transporter that it will match the bid, subject to the timeline set forth in Section 14.1(a). If the Designated Replacement Shipper does not provide such timely notice, Transporter will offer the capacity to the bidder(s) who submitted the best bid(s). The Designated Replacement Shipper must confirm the prearranged deal via EDI or at Transporter's Designated Site.

Effective Date: 07/01/2002 Status: Effective

FERC Docket: RP02-271-000

First Revised Sheet No. 86B First Revised Sheet No. 86B : Effective

Superseding: Original Sheet No. 86B

GENERAL TERMS AND CONDITIONS (continued)

14.2 Unless otherwise requested by the Releasing Shipper and consistent with the time line set forth in Section 14.1(a), Transporter will post the terms and conditions of release at its Designated Site upon receipt. Transporter will conduct an open season according to the time line set forth in Section 14.1(a) above. Any person that desires to acquire capacity from a Releasing Shipper must submit a bid to Transporter in writing or via telecopy utilizing the form provided in Section 14.12, or via EDI or entering the information on Transporter's Designated Site by the time set forth in Section 14.1(a) above. Transporter will post all bids received during the open season in a manner which will not reveal the identity of the bidder. All bids received on the same Day will be considered received at the same time. A bid for capacity may be made on a volumetric basis up to the Maximum Daily Volumetric Capacity Release Rates, with or without a minimum volumetric commitment, or on a demand basis up to the maximum demand rate. Until September 30, 2002, the maximum tariff rate ceiling specified in the preceding sentence does not apply to capacity release transactions of less than one year. The commodity portion of the rate will be stated in Transporter's applicable Rate Schedule. A bidder may withdraw a bid during the open season so long as a later bid for the same capacity is at a rate no lower than the original bid. Bids cannot be withdrawn after the open season ends. A Releasing Shipper may withdraw an offer to release capacity during the open season where unanticipated circumstances justify and no bid has been received by Transporter that exceeds the minimum conditions included by the Releasing Shipper in the notice of release.

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FERC Docket: RP02-481-000

Second Revised Sheet No. 87 Second Revised Sheet No. 87 : Effective

Superseding: First Revised Sheet No. 87

GENERAL TERMS AND CONDITIONS (continued)

14.3 Transporter will select the best bid(s) by the applicable time set forth in the Capacity Release Timeline in Section 14.1(a) according to the best bid methodology selected by the Releasing Shipper. In the event the Releasing Shipper identifies a Designated Replacement Shipper, and the Designated Replacement Shipper agrees to pay the applicable maximum rate for releases to which a maximum rate ceiling applies, and agrees to comply with all the conditions of the release, the notice and bidding procedures of this Section shall not apply and Transporter will offer the capacity to the Designated Replacement Shipper. If Designated Shipper has not so agreed, and if the best bid(s) exceed(s) the bid agreed upon by the Designated Replacement Shipper, Transporter will notify the Designated Replacement Shipper by the applicable time set forth in the Capacity Release Timeline that it must notify Transporter that it intends to offer a bid that will at least equal the best bid(s) by the applicable time set forth in the Capacity Release Timeline. If the Designated Replacement Shipper provides such timely notice, Transporter and the Designated Replacement Shipper shall enter into an agreement for the released capacity. If the Designated Replacement Shipper does not provide such timely notice, Transporter will award the capacity to the bidder(s)

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FERC Docket: RP02-155-000

1st Rev Original Sheet No. 88 1st Rev Original Sheet No. 88 : Superseded

Superseding: Original Sheet No. 88

shall not be required to commence service or to continue to perform service under Rate Schedules FTS or FSS for any Designated Replacement Shipper or Replacement Shipper (collectively for purposes of this Section 14.6, "Replacement Shipper") who fails to demonstrate Creditworthiness as reasonably determined by Transporter. Unless Replacement Shipper, at the time of submission of a bid for released capacity has an existing satisfactory credit history with Transporter, Replacement Shipper shall submit such information requested by Transporter sufficient for Transporter to determine Replacement Shipper's Creditworthiness. Transporter's determination of Creditworthiness shall be based upon a review of Replacement Shipper's financial statements, bank references, trade references, or information relating to Replacement Shipper's financial status and obligation payment history. Upon Replacement Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Replacement Shipper. Transporter

GENERAL TERMS AND CONDITIONS (continued)

14.6 Transporter shall not award capacity release offers to a Customer until and unless the Customer meets the Transporter's creditworthiness requirements applicable to all services that it receives from the Transporter, including the service represented by the capacity release. Transporter shall not be required to commence service or to continue to perform service under Rate Schedules FTS or FSS for any Designated Replacement Shipper or Replacement Shipper (collectively for purposes of this Section 14.6, "Replacement Shipper") who fails to demonstrate Creditworthiness as reasonably determined by Transporter. Unless Replacement Shipper, at the time of submission of a bid for released capacity has an existing satisfactory credit history with Transporter, Replacement Shipper shall submit such information requested by Transporter sufficient for Transporter to determine Replacement Shipper's Creditworthiness. Transporter's determination of Creditworthiness shall be based upon a review of Replacement Shipper's financial statements, bank references, trade references, or information relating to Replacement Shipper's financial status and obligation payment history. Upon Replacement Shipper's request, Transporter shall provide a written explanation of any credit limitation applied to Replacement Shipper. Transporter may require Replacement Shipper to maintain throughout the term of its Agreement either (a) a prepaid account with Transporter, (b) an escrow account, (c) a letter of credit, or (d) such other good and sufficient security as reasonably determined by Transporter in an amount not exceeding Transporter's estimate of three (3) Months of transportation charges calculated at Replacement Shipper's firm transportation MDQ or firm storage MDWQ and MSQ, as applicable.

Transporter will also permit another entity to guarantee Replacement Shipper's obligations, provided that the guarantor has sufficient credit available, as determined by Transporter. Transporter may, without waiving any rights or remedies it may have, suspend further service until such acceptable security is received by Transporter. Upon Replacement Shipper's establishment of an acceptable credit record or upon expiration of its Transportation Service Agreement, Transporter shall refund Replacement Shipper's deposit within thirty (30) Days.

Second Revised Sheet No. 89 Second Revised Sheet No. 89 : Effective
Superseding: Substitute First Revised Sheet No. 89

GENERAL TERMS AND CONDITIONS (continued)

14.7 Notwithstanding any release of capacity, the Releasing Shipper shall remain the guarantor of payment to Transporter of all demand or reservation charges under the terms of its Service Agreement with Transporter. Transporter shall credit to the Releasing Shipper all demand or reservation charges billed to the Replacement Shipper, less applicable marketing fees, provided, however, Transporter shall have the right to reverse any credit and to charge applicable interest in the event the Replacement Shipper fails to pay such amounts on a timely basis. Transporter shall provide the original Releasing Shipper with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by the Transporter to the Releasing Shipper's Replacement Shipper(s), of the following:

- (1) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Transporter's tariff;
- (2) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
- (3) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Shipper that the Replacement Shipper(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Transporter's tariff.

14.8 Replacement Shippers may secondarily release capacity to other Shippers under the provisions of this Section; however, notwithstanding any such secondary release of capacity, the Replacement Shipper shall remain obligated to pay for the released capacity contracted for and shall receive credits in accordance with demand or reservation charges contracted for and collected from the Secondary Replacement Shipper less any applicable fees. The Releasing Shipper shall, in all instances, remain liable for payment of all demand or reservation charges under the terms of its Service Agreement with Transporter.

14.9 Transporter shall post offers and bids, including prearranged deals, upon receipt, unless Releasing Shipper requests otherwise. If the Releasing Shipper requests a

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First Revised Original Sheet No. 90 First Revised Original Sheet No. 90 : Effective
Superseding: Original Sheet No. 90

GENERAL TERMS AND CONDITIONS (continued)

posting time, the Transporter should support such request insofar as it comports with the standard timeline set forth in Section 14.1.

14.10 FORM OF NOTICE OF RELEASE OF FIRM CAPACITY AND CONSENT TO PARTIAL ASSIGNMENT

A.

("Releasing Shipper") is a firm Shipper or Replacement Shipper that is party to an executed and valid Service Agreement with Ozark Gas Transmission, L.L.C. ("Transporter") under Rate Schedule FTS or Rate Schedule FSS. Releasing Shipper proposes to release capacity as set forth below, and in accordance with the applicable provisions of Transporter's FERC Gas Tariff. Upon the satisfaction of all conditions applicable to the proposed release transaction, including all applicable provisions of Section 14 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Releasing Shipper will consent to a partial assignment of capacity on Transporter's system, and will remain liable under its Service Agreement with Transporter notwithstanding this release. Subject to the satisfaction of such conditions, Transporter will consent to this partial assignment of capacity on its system.

B. Rate Schedule and contract number pursuant to which capacity is released.
Contract Number: _____.

C. Quantity of capacity to be released (FTS Transportation or FSS Deliverability):
Max _____ Dth/Day.; Min _____ Dth/Day.
Quantity of storage capacity to be released (FSS only) Max _____ Dth; Min _____ Dth.

D. Term of release: _____.
i) Month/Year beginning of release _____.
ii) Month/Year end of release _____.
iii) Is the release a secondary release?
_____.

E. (i) Minimum transportation rate(s) acceptable to Releasing Shipper (if none, write "none"; includes commodity component): _____

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FERC Docket: RP02-155-000

First Revised Original Sheet No. 91 First Revised Original Sheet No. 91 : Effective
Superseding: Original Sheet No. 91

GENERAL TERMS AND CONDITIONS (continued)

(ii) Bid Requirements:

- (a) _____ Reservation, _____ Volumetric
or _____ Volumetric with _____ volume
commitment
- (b) _____ Dollar/Cents or _____ Percentage

F. Receipt Points and Delivery Points (designate primary and/or secondary):

_____.

G. Is the release subject to recall and/or reput?
If yes, terms and conditions of recall and/or reput: _____

H. Bid Evaluation Methodology: i) highest rate, net revenue or present value

ii). If Releasing Shipper chooses to provide weighting factors in accordance with Section 14.9, weighting factors are as follows: Please provide a range for each factor between 0 - 1,000. The numbers need not add up to 1,000.

_____ Volume (0 -
1,000)
_____ Rate (0 -
1,000)
_____ Term (0 -
1,000)

I. i). Designated Replacement Shipper (if none, write "none"):

_____.

ii). Terms and conditions agreed to between Releasing Shipper and Designated Replacement Shipper:

_____ Demand or Storage
Deliverability Reservation Rate (\$/Dth)
_____ Storage Capacity Reservation
Rate (\$/Dth)

_____ Transportation or Storage
Deliverability Volume (Dth/Day)
_____ Storage Capacity (Dth)
_____ Term (months) start date

_____ end date _____

iii) Releasing Shipper and Designated Replacement Shipper understand Designated Replacement Shipper may not receive the released capacity if it fails to match any best bid submitted by another potential Shipper as provided in Transporter's FERC Gas Tariff.

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FERC Docket: RP02-155-000

First Revised Original Sheet No. 92 First Revised Original Sheet No. 92 : Effective
Superseding: Original Sheet No. 92

GENERAL TERMS AND CONDITIONS (continued)

J. Other terms and conditions (if none, write
"none"): _____

date Releasing Shipper

date Replacement Shipper*

date Transporter: OZARK GAS
TRANSMISSION, L.L.C.

* To be executed, prior to posting by Transporter, by
Replacement Shipper only if Replacement Shipper has
been designated by Releasing Shipper in I(i) above.

14.11 BID ON RELEASED CAPACITY ON OZARK GAS
TRANSMISSION, L.L.C.

A. _____ ([
name of company or individual bidding on
capacity], "Bidder") hereby bids on released
capacity ("Capacity") on the system of Ozark Gas
Transmission, L.L.C. ("Transporter"). This bid
will remain open until Transporter selects a
winning bidder, or notice of withdrawal is
received by Transporter.

B. The Capacity was released by (specify Transporter
contract number and Releasing
Shipper) _____ under
Transporter's Rate Schedule FTS or Rate Schedule
FSS.

C. The transportation rate bid is \$ _____ per Dth,
transportation demand or storage deliverability
reservation and \$ _____ per Dth per _____ storage
capacity reservation, if applicable, not including
commodity charge, fuel, or other applicable fees.

D. The quantity of transportation or storage
deliverability Capacity bid for is _____
Dth/Day and the quantity of storage Capacity bid
for is _____ Dth.

E. The term of the Capacity bid for is
_____ Months/Years, beginning
_____ and ending _____.

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FERC Docket: RP02-155-000

First Revised Original Sheet No. 93 First Revised Original Sheet No. 93 : Effective
Superseding: Original Sheet No. 93

GENERAL TERMS AND CONDITIONS (continued)

F. Receipt and Delivery points (designate primary and/or secondary)

_____.

G. Other information requested by the Releasing Shipper: _____

_____.

H. Bidder agrees to comply with all terms and conditions of Transporter's FERC Gas Tariff.

I. If selected by Transporter as the winning bidder, Bidder will immediately execute the partial assignment form set forth at Section 14.12 of the General Terms and Conditions of Transporter's Tariff.

J. Bidder acknowledges that it has the full authority to make this bid and bind itself and its agents and/or principals to this bid.

Date Bidder
by: _____

14.12. PARTIAL ASSIGNMENT OF CAPACITY ON OZARK GAS TRANSMISSION, L.L.C.

A. _____ ("Replacement Shipper") has submitted the winning bid for firm capacity on the system of Ozark Gas Transmission, L.L.C. ("Transporter") for capacity released by _____ ("Releasing Shipper"), and understands that its bid of (date) _____ has been accepted by Transporter.

B. Replacement Shipper has read and understands the terms and conditions under which the Releasing Shipper has released such capacity on Transporter and hereby contracts for such capacity, in accordance with its bid, subject to terms and conditions set forth on Transporter's FERC Gas Tariff and the Service Agreement between the Releasing

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-155-000

First Revised Original Sheet No. 94 First Revised Original Sheet No. 94 : Effective
Superseding: Original Sheet No. 94

GENERAL TERMS AND CONDITIONS (continued)

Shipper and Transporter (copy of bid and release notice attached).

- C. Releasing Shipper hereby makes a partial assignment of its rights under contract number _____ in accordance with the attached bid and release notice. Releasing Shipper remains fully liable to Transporter for all demand charges under the terms of its Service Agreement with Transporter. This partial assignment is made in accordance with Transporter's FERC Gas Tariff.

Releasing Shipper

Replacement Shipper

Transporter:
Ozark Gas Transmission, L.L.C.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-481-000

Third Revised Sheet No. 95 Third Revised Sheet No. 95 : Effective

Superseding: Second Revised Sheet No. 95

GENERAL TERMS AND CONDITIONS (continued)

15. MARKETING FEES

When a Releasing Shipper requests that Transporter actively market its released firm capacity, then Transporter will be entitled to a marketing fee for successfully marketing such released firm capacity. The fee will be negotiated between Transporter and Releasing Shipper.

If Transporter only posts the Releasing Shipper's firm capacity on its Internet Website, and does not actively market the released firm capacity, no marketing fee will be charged for the routine arrangement of transportation services.

16. OPERATIONAL FLOW ORDERS

16.1 Transporter reserves the right to issue an operational flow order ("OFO") to any and/or all Shippers, as may be appropriate, to accommodate OFOs issued by downstream pipelines. Shipper shall be notified by Internet E-mail and a Critical Notice posted separately on Transporter's Internet Web Site, and in accordance with Section 19 of Transporter's General Terms and Conditions, and, if necessary to prevent the impairment of reliable service, shall be subject to the penalties in Section 21 of Transporter's General Terms and Conditions.

16.2 If Transporter is advised of or assessed a penalty pursuant to an OFO from a downstream pipeline as a result of the conduct of any of Transporter's Shippers, Transporter has the right to allocate such penalty to those Shippers contributing to the disruption due to the failure of such Shippers to balance physical flows with nominated receipts and/or deliveries. OFO penalties will be allocated pro rata based on under-deliveries (if the event giving rise to the OFO is caused by under-delivered gas), or on over-deliveries (if the event giving rise to the OFO is caused by over-delivered gas).

16.3 Where a Nomination is required by Transporter to make an effective physical change necessary to comply with an OFO, unless critical circumstances dictate otherwise, an OFO penalty will not be assessed unless the Shipper is given the opportunity to correct the circumstances giving rise to the OFO and fails to so, or the action(s) taken fail(s) to do so. The opportunity to correct the critical circumstances include the opportunity:

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FERC Docket: RP00-408-001

First Revised Sheet No. 96 First Revised Sheet No. 96 : Effective

Superseding: Original Sheet No. 96

GENERAL TERMS AND CONDITIONS (continued)

- (a) to make a Nomination which, once confirmed and scheduled, would cure the circumstance giving rise to the OFO, or
 - (b) to take other appropriate action which cures the circumstance giving rise to the OFO.
- 16.4 When issuing an OFO, Transporter will describe the conditions and the specific responses required from the affected parties. Transporter will post on its Internet Web Site information about the ongoing status of the operational variables related to the OFO as soon as it is available. If practicable, such posting will include the steps and order of operational remedies that will be followed before an OFO is issued. Transporter will also post information on the conditions that caused an OFO to be issued and ended as soon after such OFO has been rescinded as possible.

17. HEADINGS

The headings to each of the various sections in these General Terms and Conditions are included for convenience of reference only and shall have no effect on or be deemed as part of the text of these General Terms and Conditions.

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FERC Docket: RP06-207-000

Second Revised Sheet No. 97 Second Revised Sheet No. 97 : Effective

Superseding: Substitute First Revised Sheet No. 97

GENERAL TERMS AND CONDITIONS (continued)

18. SERVICE REQUEST FORM

Ozark Gas Transmission, L.L.C. Facsimile: (918) 398-2165
1437 South Boulder Telephone: (918) 496-4968
Suite 1501
Tulsa, OK 74119

Attention: Amy Nance

Re: _____ New Service _____ Firm Transmission Service
or _____ Firm Storage Service
_____ Modification _____ No-Notice Service
of Existing Service _____ Interruptible Transportation Service
_____ Interruptible Storage Service
_____ Park and Loan Service

(Description of existing service to be modified:

Contract No. _____

_____)

Gentlemen:

_____ ("Shipper") hereby requests transportation service from Ozark Gas Transmission, L.L.C. ("Ozark") and concurrently provides the following information in connection with this request:

- 1. Complete legal name and principal place of business of Shipper:
- 2. Type of company:

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

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

1st Rev Original Sheet No. 98 1st Rev Original Sheet No. 98 : Superseded

Superseding: Original Sheet No. 98

GENERAL TERMS AND CONDITIONS (continued)

3. Name of Shipper's contact, address, telephone number, facsimile number and e-mail address through which correspondence for the following should be directed:

Contact For Request:

Contact For Notices: _____

Contact For Invoices: _____

4. State the name, address, telephone number, facsimile number and e-mail address of a twenty-four (24) hour contact person for purposes of scheduling Natural Gas to and from Points(s) of Delivery and Point(s) of Receipt. State whether this person is an employee of Shipper, or, if not, state relationship to Shipper:

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

Original Sheet No. 98A Original Sheet No. 98A : Superseded

GENERAL TERMS AND CONDITIONS (continued)

5. Type of Service Requested:

FTS) Firm Transportation Service (Rate Schedule

Schedule ITS) Interruptible Transportation Service (Rate

Firm Storage Service (Rate Schedule FSS)

ISS) Interruptible Storage Service (Rate Schedule

No-Notice Service (Rate Schedule NNS) *

*For No-Notice Service only - Indicate below the Firm Transportation and Firm Storage Service Agreements Shipper requests to combine to receive No-Notice Service. Indicate "New" if such Service Agreements are requested as part of this Service Request.

Firm Transportation Service Agreement

Firm Storage Service Agreement

Effective Date: 09/01/2008 Status: Pending
FERC Docket: RP08-458-001

Second Revised Sheet No. 98A Second Revised Sheet No. 98A
Superseding: First Revised Sheet No. 98A

GENERAL TERMS AND CONDITIONS (continued)

5. Type of Service Requested:

- Firm Transportation Service (Rate Schedule FTS)
- Interruptible Transportation Service
(Rate Schedule ITS)
- Firm Storage Service (Rate Schedule FSS)
- No-Notice Service (Rate Schedule NNS)*
- Park and Loan Service (Rate Schedule PAL)

*For No-Notice Service only - Indicate below the Firm Transportation and Firm Storage Service Agreements Shipper requests to combine to receive No-Notice Service. Indicate "New" if such Service Agreements are requested as part of this Service Request.

Firm Transportation Service Agreement _____

Firm Storage Service Agreement _____

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FERC Docket: RP02-155-000

1st Rev Original Sheet No. 99 1st Rev Original Sheet No. 99 : Superseded
Superseding: Original Sheet No. 99

GENERAL TERMS AND CONDITIONS (continued)

6. Date service is proposed to commence:
Date service is proposed to terminate:

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

8. For transportation service, the Maximum Daily Quantity is _____ Dth and the estimated total quantity of gas to be transported during the requested term of service is _____ Dth. For storage service, the Maximum Daily Withdrawal Quantity is _____ Dth and the Maximum Storage Quantity is _____ Dth.

9. Name and description of Point(s) of Receipt into Ozark's system and the maximum daily quantities expressed in Dth of Natural Gas to be delivered by Shipper for each point.

Point(s) of Receipt	Dth
_____	_____
_____	_____
_____	_____

(Note: the sum of the maximum quantities above must equal the Maximum Daily Quantity in #8 above.)

10. Name and description of Point(s) of Delivery where Ozark will redeliver the Natural Gas:

11. The names of those entities delivering Natural Gas as into Ozark's system and the names of those entities taking gas off Ozark's system:

Ozark Point(s) of Receipt Entity	Name/Delivering Entity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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FERC Docket: RP02-155-000

1st Rev Original Sheet No. 100 1st Rev Original Sheet No. 100 : Superseded

Superseding: Original Sheet No. 100

GENERAL TERMS AND CONDITIONS (continued)

11. (continued)

Ozark Point(s) of Delivery	Name/Taking Entity
_____	_____
_____	_____
_____	_____

12. Credit Evaluation.

Unless Shipper, at the time of submission of the requested service pursuant to Section 3.1 of Transporter's Rate Schedule ITS, has an existing satisfactory credit history with Transporter, Shipper shall submit such information requested by Transporter consistent with the Rate Schedule applicable to the service requested, sufficient for Transporter to determine Shipper's creditworthiness.

13. Affiliation.

A. Is a marketing affiliate of the Transporter involved in any transaction associated with this request? YES _____
NO _____

B. Is requestor affiliated with Transporter?
YES _____ NO _____

C. Is Shipper affiliated with Transporter?
YES _____ NO _____

D. Is the supplier of gas to be transported under the requested service arrangement affiliated with Transporter?
YES _____ NO _____

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FERC Docket: RP00-408-002

Substitute Original Sheet No. 100A Substitute Original Sheet No. 100A : Effective
Superseding: Original Sheet No. 100A

GENERAL TERMS AND CONDITIONS (continued)

13. Credit Evaluation.

Unless Shipper, at the time of submission of the requested service pursuant to Section 3.1 of Transporters Rate Schedule ITS, has an existing satisfactory credit history with Transporter, Shipper shall submit such information requested by Transporter consistent with the Rate Schedule applicable to the service requested, sufficient for Transporter to determine Shippers creditworthiness.

14. Affiliation.

A. Is a marketing affiliate of the Transporter involved in any transaction associated with this request?

YES _____ NO _____

B. Is requestor affiliated with Transporter?

YES _____ NO _____

C. Is Shipper affiliated with Transporter?

YES _____ NO _____

D. Is the supplier of gas to be transported under the requested service arrangement affiliated with Transporter?

YES _____ NO _____

If answer to any question in this Section is "Yes," please specify type and extent of affiliation:

If answer to 14A. is "yes," please indicate whether and by how much the cost of gas to be shipped by Transporter exceeds the price to be received by Shipper after deducting costs associated with the transaction, including those incurred for transportation, i.e., whether the gas is being sold for a loss.

Any change to this section at any time must be communicated to Transporter.

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First Revised Sheet No. 101 First Revised Sheet No. 101 : Effective
Superseding: Original Sheet No. 101

GENERAL TERMS AND CONDITIONS (continued)

Shipper understands that this request form, complete and unrevised as to format, must be received by Ozark before the transportation request will be accepted and processed. Shipper, by its signature, represents to Ozark (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service and (2) that Shipper will have title to, the right to acquire title to, or the legal right to cause gas to be delivered to Ozark.

Very truly yours,

By _____

Date _____

* This information is not required at the time of the request but is required at the time Shipper executes the applicable Transportation Service Agreement.

Effective Date: 06/18/1999 Status: Effective
FERC Docket: RP99-341-000

First Revised Sheet No. 102 First Revised Sheet No. 102 : Effective
Superseding: Original Sheet No. 102

GENERAL TERMS AND CONDITIONS (continued)

19. SCHEDULING

- 19.1 Shipper shall nominate gas by notifying Transporter of the daily quantity of gas in Dths it has available at each Point of Receipt and of the quantity of gas it desires to have delivered at each Point of Delivery. The total receipt Nominations must equal the total Equivalent Quantities to be delivered to Shipper by Transporter at the Point(s) of Delivery, with the exception of quantities nominated to correct an imbalance and the quantities retained by Transporter for Fuel Usage and Applicable Shrinkage, as defined in Section 2.13. All Nominations must include Shipper-defined begin dates and end dates. Shippers have the right to nominate for one or more Days, Months, or Years, provided the specified begin and end dates are within the term of Shipper's Service Agreement.
- 19.2 Nominations may be submitted in writing or via EDI. Transporter will support a seven-days-a-week, twenty-four-hours-a-day Nominations process. Transporter's personnel may not be at Transporter's office, but will be available by telephone or beeper.
- 19.3 The following time line will apply to standard Nominations. Times are Central Clock Time and are on the Day prior to gas flow. Nominations must leave the control of the Shipper by 11:30 a.m. Nominations must be received by Transporter by 11:45 a.m. Transporter will send a quick response by noon. Upstream and downstream connected parties must confirm with Transporter no later than 3:30 p.m. Transporter will make scheduled quantities available to Shipper at its Designated Site by 4:30 p.m. At the end of each Day, Transporter will also make available to Shippers information containing scheduled quantities, including scheduled Intra-Day Nominations and any other scheduling changes.
- 19.4 Transporter reserves the right to waive the Nominations deadline on a nondiscriminatory basis; however, any written or electronic ("EDI") Nominations received after the above stated deadline will be scheduled after Nominations submitted by the deadline.
- 19.5 All Nominations will be confirmed by Transporter via telephone, telecopy or EDI. Transporter will initiate the confirmation process; however, the receiver of the confirmation may relieve the obligation of the sender to send. If the confirmed

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FERC Docket: RP02-155-000

First Revised Sheet No. 103 First Revised Sheet No. 103 : Effective

Superseding: Original Sheet No. 103

GENERAL TERMS AND CONDITIONS (continued)

quantity does not match the nominated quantity, Transporter will use the lesser of confirmed or nominated flow. If no communication is received, the lesser of the new Nominations or previously scheduled quantity will be deemed the confirmed quantity for the following Day only. Transporter will notify Shipper if no communication is received. If no communication is received for a second Day, the Nominations will be rejected.

19.6 The formula for calculating fuel for Nominations is "(1 - fuel %/100) multiplied by receipt quantity = delivery quantity." The result of the calculation should be rounded to the nearest Dth or Gigajoule (Canada) for each Nominations. Transporter will not reject a Nominations for reasons of rounding differences of less than five (5) Dth.

19.7 All Nominations are to be considered original Nominations and must be replaced to be changed. When a Nominations for a date range is received, each Day within that range is considered an original Nominations. When a subsequent Nominations is received for one or more Days within that range, the previous Nominations is superseded by the subsequent Nominations only to the extent of the Days specified. The Days of the previous Nominations outside the range of the subsequent Nominations are unaffected. Nominations have a prospective effect only.

19.8 Nominations for quantities in excess of contract MDQ, MDWQ or MSQ must be nominated as a separate transaction.

19.9 Shippers may provide rankings for gas nominated for receipt and delivery. Nominations without a ranking will be scheduled on a pro rata basis. Priority 1 means the highest priority. Priorities 2, 3, etc. are in descending order of priority. Quantities assigned the same rank will be scheduled and curtailed on a pro rata basis. Transporter will use the Shipper-provided rankings when making reductions during the scheduling and curtailment process when this does not conflict with tariff-based rules.

19.10 Transporter will support the use of Package Identification ("ID") Codes for nominating, scheduling, confirming, allocating and sales invoices. The Shipper may assign a Package ID to each Nominations.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-481-000

Second Revised Sheet No. 104 Second Revised Sheet No. 104 : Effective

Superseding: First Revised Sheet No. 104

GENERAL TERMS AND CONDITIONS (continued)

20. INTRA-DAY NOMINATIONS

20.1 All Shippers may make unlimited Intra-Day Nominations, subject only to confirmation by upstream and downstream parties and the limitation that such Nomination be submitted four hours prior to gas flow. Transporter will use its best efforts to schedule on shorter notice, if requested. Transporter will permit Intra-Day Nominations: 1) to increase or decrease total flow, 2) to change receipt points, 3) to change delivery points; and 4) to schedule new receipt (supply) or delivery (market) points. Intra-Day Nominations are permitted at all Point(s) of Receipt, Point(s) of Delivery and Pooling Points.

20.2 Intra-Day Nominations must be based on a daily quantity, and include an effective date and time. All Nominations procedures, excluding the time line, (e.g., for quick response, confirmation, and report of scheduled volumes) that apply to regular Nominations will apply to Intra-Day Nominations.

20.3 Intra-Day Nominations span one Day only. Intra-Day Nominations do not replace the remainder of a standing Nomination.

20.4 Transporter will attempt to agree with the interconnected parties on the hourly flows for Intra-Day Nominations.

20.5 Intra-Day Nominations submitted by firm Shippers have scheduling priority over nominated and scheduled volumes for interruptible Shippers during all standard nomination cycles as set forth in NAESB Standard 1.3.2. Shippers shall be notified in advance that are bumped as a result of Intra-Day Nominations by Internet E-mail and posting on Transporter's Internet Website, and in accordance with Section 19 of Transporter's General Terms and Conditions, and will be subject to the penalties in Section 21 of Transporter's General Terms and Conditions. However, Transporter will waive any such penalty payments otherwise due from a Shipper whose scheduled gas is bumped during a non-critical period, for the day of the bump.

Effective Date: 11/01/2000 Status: Suspended
FERC Docket: RP01- 10-000

First Revised Sheet No. 104A First Revised Sheet No. 104A : Suspended
Superseding: Original Sheet No. 104A

GENERAL TERMS AND CONDITIONS (continued)

21. SCHEDULING PENALTIES.

Based upon the daily quantity scheduled to be received by Transporter and such information as Transporter has available concerning the quantity actually received, Transporter shall make daily delivery of Shipper's Equivalent Quantity after making adjustments for any prior imbalance in deliveries. Transporter shall not be obligated to receive or deliver quantities of Natural Gas in excess of the quantities scheduled by Shipper, nor shall Transporter be obligated to deliver to Shipper at the Delivery Point(s) transportation quantities in excess of the quantities scheduled by Shipper. If on any Day Shipper delivers to Transporter at the Receipt Point(s) quantities which are in excess of or deficient by the greater of 50 Dths or ten percent of the transportation quantities scheduled by Shipper, Shipper shall have forty-eight (48) hours after notification by Transporter, or such lesser period as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by the Shipper and Transporter's gas dispatchers within the period provided, Transporter shall charge Shipper a penalty of \$1.00 per Dth multiplied by the excess quantity in the event of over-deliveries, or \$2.00 per Dth plus the actual replacement cost multiplied by the deficiency quantity in the event of under-deliveries. If on any Day Shipper receives from Transporter at the Delivery Point(s) quantities which are in excess of or deficient by the greater of 50 Dths or ten percent (10%) of the transportation quantities scheduled by Shipper, Shipper shall have forty-eight (48) hours after notification by Transporter, or such lesser period as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by the Shipper and Transporter's gas dispatchers within the period provided, Transporter shall charge Shipper a penalty of \$2.00 per Dth multiplied by the excess quantity removed from the system plus the actual replacement cost multiplied by the excess quantity removed in the event Shipper takes delivery of excess gas from the system, or \$1.00 per Dth multiplied by the quantity not removed from the system as scheduled.

Effective Date: 10/01/2001 Status: Effective

FERC Docket: RP00-408-001

Second Revised Sheet No. 104A Second Revised Sheet No. 104A : Effective

Superseding: Substitute First Revised Sheet No. 104A

GENERAL TERMS AND CONDITIONS (continued)

21. SCHEDULING PENALTIES.

Based upon the daily quantity scheduled to be received by Transporter and such information as Transporter has available concerning the quantity actually received, Transporter shall make daily delivery of Shipper's Equivalent Quantity after making adjustments for any prior imbalance in deliveries. Transporter shall not be obligated to receive or deliver quantities of Natural Gas in excess of the quantities scheduled by Shipper, nor shall Transporter be obligated to deliver to Shipper at the Delivery Point(s) transportation quantities in excess of the quantities scheduled by Shipper. If on any Day Shipper delivers to Transporter at the Receipt Point(s) quantities which are in excess of or deficient by the greater of 50 Dths or ten percent of the transportation quantities scheduled by Shipper, Shipper shall have forty-eight (48) hours after notification by Transporter, or such lesser period as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by the Shipper and Transporter's gas dispatchers within the period provided, and such corrective action is necessary to prevent the impairment of reliable service. Transporter shall charge Shipper a penalty of \$1.00 per Dth multiplied by the excess quantity in the event of over-deliveries, or \$2.00 per Dth plus the actual replacement cost multiplied by the deficiency quantity in the event of under-deliveries. If on any Day Shipper receives from Transporter at the Delivery Point(s) quantities which are in excess of or deficient by the greater of 50 Dths or ten percent (10%) of the transportation quantities scheduled by Shipper, Shipper shall have forty-eight (48) hours after notification by Transporter, or such lesser period as reasonably required by Transporter to protect the integrity of its system, to initiate corrective action. In the event Shipper fails to initiate the corrective action mutually agreed upon by the Shipper and Transporter's gas dispatchers within the period provided, and such correction action is necessary to prevent the impairment of reliable service. Transporter shall charge Shipper a penalty of \$2.00 per Dth multiplied by the excess quantity removed from the system plus the actual replacement cost multiplied by the excess quantity removed in the event Shipper takes delivery of excess gas from the system, or \$1.00 per Dth multiplied by the quantity not removed from the system as scheduled. Any penalties collected by Transporter pursuant to this Section, net of costs, shall be subject to Transporter's penalty revenue crediting mechanism set forth in Section 23 of these General Terms and Conditions.

Effective Date: 10/01/2002 Status: Effective

FERC Docket: RP02-481-000

Third Revised Sheet No. 105 Third Revised Sheet No. 105 : Effective

Superseding: Second Revised Sheet No. 105

GENERAL TERMS AND CONDITIONS (continued)

22. BALANCING OF TRANSPORTATION QUANTITIES.

It shall be the responsibility of the Shipper to control and, if necessary, adjust deliveries of Natural Gas to Transporter and receipts of transportation gas from Transporter in order to maintain a daily balance of receipts and deliveries. It is the intention of Transporter that daily deliveries of Natural Gas by Transporter to Shipper hereunder shall be approximately equal to daily receipts of Natural Gas by Transporter from Shipper hereunder, less Fuel Usage and Applicable Shrinkage. However, due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than corresponding receipts of Natural Gas hereunder by Transporter for transportation, less Fuel Usage and Applicable Shrinkage.

Transporter 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 which may occur unless corrective action is taken. Upon notification, Shipper shall be obligated to adjust receipts and deliveries of gas to correct or avoid any imbalance. Any adjustments to receipts and deliveries by Shipper, whether or not pursuant to notification from Transporter, shall be coordinated with Transporter's gas dispatchers.

A Shipper may net its imbalances between its service agreements. A Shipper may also trade imbalances with another Shipper. Any trading of Shipper imbalances must result in each Shipper's imbalance decreasing. If a Shipper elects to trade an imbalance, it will authorize Transporter to post information regarding the imbalance on its Internet Website so that interested parties can contact such Shipper to arrange a trade. If two Shippers agree to trade imbalances, the trade will be executed on Transporter's Internet Website; however, Shippers are responsible for finalizing and documenting the financial details of such trade, which will not be posted on Transporter's Internet Website. Transporter will not be responsible for eliminating any imbalances between Shipper and any third party. Furthermore, Transporter will not be obligated to adjust or deviate from its standard operating and accounting procedures in order to correct or minimize any such imbalances.

22.1 No-Notice Service (NNS) Service Monthly Balancing Option

(a) An NNS Shipper must notify Transporter prior to the beginning of the month of its election to use monthly balancing option contained in this Section 22.1.

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FERC Docket: RP02-155-000

1st Rev Original Sheet No. 106 1st Rev Original Sheet No. 106 : Superseded
Superseding: Original Sheet No. 106

GENERAL TERMS AND CONDITIONS (continued)

- (b) If Transporter receives such notification, Transporter will automatically adjust an NNS Shipper's storage injections or withdrawals to accommodate the Shipper's variance between actual receipts and actual deliveries under Shipper's FTS Service Agreement, adjusted for fuel reimbursement in accordance with the terms and conditions of the NNS balancing option selected. Such adjustments to injections or withdrawals must conform to the schedules set forth in Rate Schedule FSS and the provisions related thereto.

23. MONTHLY IMBALANCE PENALTIES

At least seven Days prior to the end of each Month, Transporter shall notify Shipper if it appears that deliveries to Transporter at the Receipt Point(s) will be in excess of or deficient by five percent or more of the transportation quantities delivered to Shipper at the Delivery Point(s).

In the event Shipper fails to agree upon the appropriate corrective action to be implemented with Transporter's gas dispatchers within two Business Days after notification, and/or fails to implement the corrective action agreed upon, Transporter shall in the event of over-deliveries, charge Shipper a penalty equal to \$1.00 per Dth multiplied by the excess quantity. In the event of under-deliveries, the Transporter shall charge Shipper a penalty equal to \$2.00/Dth plus the actual replacement cost multiplied by the deficiency quantity. The appropriate corrective action, if required of Shipper, shall include forty-five (45) Days to eliminate any imbalance. 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. Transporter will not impose an imbalance penalty when a prior period adjustment causes or increases a current Month penalty.

Effective Date: 10/01/2001 Status: Effective
FERC Docket: RP00-408-001

Original Sheet No. 106A Original Sheet No. 106A : Effective

GENERAL TERMS AND CONDITIONS (continued)

If Shipper is not charged an imbalance penalty for imbalances, Transporter and Shipper shall eliminate any monthly imbalances remaining after any netting or trading by Shipper (in accordance with Section 22 of these General Terms and Conditions) as follows. Shipper shall be charged and shall pay, or shall be paid or receive a credit, as appropriate, based on the Index Price, pursuant to the table below:

Monthly Imbalance Percentage	Under-supply Factor	Over-supply Factor
0% to 10%	1.00	1.00
10% to 15%	1.10	.90
15% to 20%	1.20	.80
20% to 25%	1.30	.70
25% and greater	1.40	.60

For example, the first 10% of a Shipper's monthly imbalance would be cashed out at the Index Price multiplied by a factor of 1.00, and the next 5% would be cashed out at the Index Price multiplied by 1.10. Transporter may waive cash out of Shipper's imbalances on a non-discriminatory basis for any given month.

The "Index Price" shall mean the arithmetic average of the daily prices designated under the column "Midpoint" quoted for deliveries to Reliant (North/South) in the Daily Price Survey published by Gas Daily for the last two weeks of the Month. If the Daily Price Survey no longer reports prices for any of the previously specified pipelines, the arithmetic average shall be taken using the pipelines for which prices continue to be reported. If Gas Daily or its Daily Price Survey are no longer published, the Index Price shall be derived in the same manner, using the weekly spot prices quoted in Inside F.E.R.C.'s Gas Market Report.

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FERC Docket: RP00-408-001

Original Sheet No. 106B Original Sheet No. 106B : Effective

GENERAL TERMS AND CONDITIONS (continued)

In the event of over-supplies, Transporter shall have the option of crediting Shipper's invoice for the Month after the Month in which the imbalance was incurred, or making a cash payment in the specified amount for such monthly imbalance quantities within ten (10) days after Shipper's receipt of the relevant notice of monthly imbalance. In the event of under-supplies, the amount to be paid to Transporter shall be due with Shipper's payment of the invoice from the Month after the Month in which the imbalance was incurred, and shall include all costs incurred to transport the gas to Transporter.

The net revenues collected by Transporter for scheduling, imbalance and unauthorized delivery penalties (including penalties assessed pursuant to OFOs), the net revenues or net costs attributable to cash-outs, and the net value or net revenue of any Natural Gas retained or sold by Transporter under Rate Schedule PAL, including interest in accordance with Section 154.501 of the Commission's regulations, shall be aggregated for a calendar month and allocated to all shippers that have not incurred a penalty during the month in proportion to each shipper's monthly fixed cost contribution to Transporter's revenue requirements. Transporter shall aggregate such monthly allocations by shipper for each twelve months ending December and refund such aggregated amount to each shipper not later than the following March 31st.

First Revised Sheet No. 107 First Revised Sheet No. 107 : Effective
Superseding: Original Sheet No. 107

GENERAL TERMS AND CONDITIONS (continued)

24. UNAUTHORIZED DELIVERY IMBALANCE CHARGE.

Unauthorized deliveries are deliveries of gas made to Transporter at the Receipt Point(s) prior to the execution of an FTS, ITS or PAL Service Agreement or submission of the Shipper Nominations Form provided in Transporter's General Terms and Conditions. Except in those circumstances in which the integrity of Transporter's system is threatened, Transporter shall provide Shipper with prompt notification (either by telephone or by facsimile) of such unauthorized deliveries, including the system conditions and specific response required, and Shipper shall have twenty four (24) hours after said notification to initiate corrective action. If Shipper has not initiated such corrective action within such twenty four hour period, and such corrective action is necessary to prevent impairment of reliable service, Transporter shall assess a penalty equal to \$5.00 per Dth multiplied by the unauthorized deliveries. Where system integrity is threatened, Transporter shall have the right to take such action as is necessary to terminate such deliveries without any liability to Transporter. Any penalties collected by Transporter pursuant to this Section, net of costs, shall be subject to Transporter's penalty revenue crediting mechanism set forth in Section 23 of these General Terms and Conditions.

25. BALANCING AT CONTRACT TERMINATION.

Following the termination of any Service Agreement with Transporter, Shipper shall be required to correct any remaining imbalances within thirty (30) Days after the determination by Transporter that an imbalance exists, or within such longer period of time mutually agreed upon by Shipper and Transporter. If, after the balancing period, Transporter determines that Shipper received from Transporter quantities in excess of the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall charge Shipper the actual replacement cost multiplied by such deficiency quantity at the Receipt Point(s). If, after the balancing period, Transporter determines that Shipper received from Transporter quantities that were less than the quantities delivered to Transporter by Shipper at the Receipt Point(s), Transporter shall have the right to remove excess gas from its system in any manner deemed appropriate; provided however, that Transporter will select methods to remove such excess gas on a non-discriminatory basis and Transporter shall pay to Shipper any actual proceeds from sale of such excess gas. Nothing in this Section shall limit Transporter'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. Transporter shall have the right to waive the provisions of this Section; provided, however, that any such waivers granted by Transporter shall be granted,

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FERC Docket: RP02-481-000

First Revised Sheet No. 108 First Revised Sheet No. 108 : Effective

Superseding: Original Sheet No. 108

GENERAL TERMS AND CONDITIONS (continued)

on a basis which is not unduly discriminatory, to all similarly situated Shippers under like circumstances.

26. PREDETERMINED ALLOCATIONS.

26.1 Transporter will permit upstream and downstream operators, and all owners of gas that submit a Nominations or confirmation, to submit a PDA for each Day. PDAs must be submitted prior to gas flow. Transporter will send a confirmation that it has received a PDA within 15 minutes of receipt. If a PDA is not submitted prior to gas flow, Transporter will allocate gas to each Shipper on a pro-rata basis based on Nominations.

26.2 Transporter will strive to provide the most accurate and timely data available. To the extent possible, Transporter will base prior period adjustments on actual measurement data and finalized allocations.

26.3 Transporter will support the following allocation methodology types at all points: Ranked, Pro Rata, Percentage, and Swing. Transporter will not limit the number of PDA allocation methodologies that may be used during an allocation period. If the PDA allocation methodology is rank, swing or percentage, a new PDA may be required if the Nominations change affects an existing PDA. If an OBA is in effect at a point, a PDA is not required to be submitted. Transporter will on post on its Internet Website those Point(s) of Receipt and Delivery where an OBA is in effect.

26.4 Transporter will report daily operational allocations within one Business Day after the end of the gas Day in which gas has flowed. If the best available data for reporting daily operational allocations is the scheduled quantity, Transporter will use the scheduled quantity for the daily operational allocation. Shipper may rely on Transporter's daily operational allocation for adjusting Nominations to avoid imbalances.

26.5 Transporter will calculate and report allocated quantities, and provide allocation statements. Allocations will be provided by party, contract and location. Delivery point allocations will be performed at the lowest level of detail provided by Nominations and PDAs.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-405-002

Substitute Sixth Revised Sheet No. 109 Substitute Sixth Revised Sheet No. 109 : Effective

Superseding: Fifth Revised Sheet No. 109

GENERAL TERMS AND CONDITIONS (continued)

27. COMPLIANCE WITH NAESB WGQ STANDARDS.

Pursuant to Order No. 587-S promulgated by the Commission in Docket No. RM96-1-026, for NAESB WGQ Standards that do not otherwise require implementing tariff provisions, the following NAESB WGQ Standards are hereby incorporated, by reference to the NAESB WGQ Standard Number and version, into Transporter's FERC Gas Tariff.

NAESB WGQ Version 1.7

0.1.1 through .2, 0.3.1 through .2
1.1.12 through .18, .20 through .22
1.2.1 through .6, .8 through .19
1.3.1 through .4, .7, .11, .14 through .18, .20,
.22 through .77, .79
1.4.1 through .7
2.1.1 through 2.1.6
2.2.1 through 2.2.5
2.3.1 through .13, .15 through .20 through .23,
.25, .27, .29 through .35,
.40 through .64
2.4.1 through .16
3.2.1
3.3.1 through .13, .15, 16, .17, .20 through .26
3.4.1 through .4
4.1.16 through .24, .26 through .39
4.2.1 through .20
4.3.1 through .3, .5, .7 through .18, .20, .22
through .62, .64 through .76,
.78 through .88
5.1.2 through .4
5.2.1 through .3,
5.3.4, .5, .8 through .12, .17, .41 through .43,
.45 through .58
5.4.1 through .22
2004 Annual Plan Item 2 FERC Order 2004
4.2.1, 4.3.16, 4.3.18, 4.3.22, 4.3.25, 0.1.z1
2005 Annual Plan Item 8 FERC Order 2004
4.3.23
Recommendation R03035A:
4.1.40, 4.3.89, 4.3.90, 4.3.91, 4.3.92

Effective Date: 09/01/2008 Status: Effective
FERC Docket: RP08-458-000

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

GENERAL TERMS AND CONDITIONS (continued)

28. NON-CONFORMING AGREEMENTS

A. Seminole Energy Services, dated December 1, 2007.

29. OFF-SYSTEM CAPACITY.

Transporter may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Transporter states that it will only provide transportation and storage services for others using such acquired capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the Federal Energy Regulatory Commission and the "shipper must have title" policy is waived to permit such use.

30. CREDITWORTHINESS.

In addition to the provisions regarding Creditworthiness or Establishment and Maintenance of Credit set forth in each Rate Schedule of this FERC Gas Tariff, Transporter and its Customers shall follow the following procedures with regard to determining a Customer's creditworthiness:

30.1 If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Customer and designate to whom the response shall be sent. Transporter and Customer may mutually agree to waive the requirements of this standard.

30.2 Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, Customer's authorized representative(s) shall acknowledge receipt of the Transporter's request. The Transporter and the Customer may mutually agree to waive the requirements of this standard.

GENERAL TERMS AND CONDITIONS (continued)

- 30.3 Customer's authorized representative(s) shall respond to the Transporter's request for credit information, as allowed by Transporter's tariff, on or before the due date specified in the request. The Customer shall provide all the credit information requested by the Transporter or provide the reason(s) why any of the requested information was not provided.
- 30.4 Upon receipt from Customer of all credit information provided pursuant to applicable NAESB WGQ standards, Transporter shall notify the Customer's authorized representative(s) that it has received such information. Transporter and Customer may mutually agree to waive the requirements of this standard.
- 30.5 (a) Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to Transporter the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement has been met. Customer shall manage internal distribution of any creditworthiness notices that are received.
- (b) Transporter shall designate, on its Internet Website or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness. Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Transporter shall manage internal distribution of any such confirmations.
- 30.6 At any time after Customer is determined to be noncreditworthy by Transporter, Customer may initiate a creditworthiness re-evaluation by the Transporter. As part of Customer's reevaluation request, Customer shall either update or confirm in writing the prior information provided to Transporter related to Customer's creditworthiness. Such update shall include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.

GENERAL TERMS AND CONDITIONS (continued)

- 30.7 After Transporter's receipt of a Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Customer's Request"), within five (5) Business Days, Transporter shall provide a written response to the Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Customer's Request unless specified in Transporter's tariff or if the parties mutually agree to some later date.
- 30.8 In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Customer(s) and Transporter may mutually agree to other forms of communication in lieu of Internet e-mail notification.

Effective Date: 09/01/2005 Status: Effective

FERC Docket: RP05-405-000

Original Sheet Nos. 112-119 Original Sheet Nos. 112-119 : Effective

SHEET NOS. 112 - 119 RESERVED FOR FUTURE USE.

Effective Date: 04/01/2008 Status: Effective

FERC Docket: RP08-247-000

First Revised Sheet No. 120 First Revised Sheet No. 120 : Pending
Superseding: Original Sheet No. 120

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

THIS AGREEMENT ("Agreement"), entered into on _____,
_____, is between Ozark Gas Transmission, L.L.C. ("Transporter"),
an Oklahoma limited liability company, and _____
("Shipper");

W I T N E S S E T H :

WHEREAS, Shipper has requested that Transporter transport Natural
Gas for Shipper; and

WHEREAS, Transporter has agreed to provide such transportation for
Shipper subject to the terms and conditions set forth in this
Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual
covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 1.1 "Maximum Daily Delivery
Obligation ("MDDO") means the maximum daily quantity of Natural
Gas, expressed in MMBtus, that Transporter is obligated to deliver
from time to time at each Point of Delivery specified in Exhibit B
to the executed Agreement.

ARTICLE II

GAS TRANSPORTATION SERVICE

2.1 Transportation service rendered hereunder shall be firm
service as provided in Transporter's Rate Schedule FTS, and as
described in Section 2 of Transporter's Rate Schedule.

_____ Transportation services rendered pursuant to this
Agreement shall be limited to backhaul service only,
subject to the provisions and restrictions set forth in
Transporter's Rate Schedule FTS, Section 2.1(b).

Effective Date: 11/01/1998 Status: Effective
FERC Docket: CP98-266-002

Original Sheet No. 121 Original Sheet No. 121 : Effective

FORM OF FIRM TRANSPORTATION SERVICE (continued)

ARTICLE III
POINT(S) OF RECEIPT

- 3.1 The Point(s) of Receipt at which Transporter shall receive Natural Gas for transportation under this Agreement shall be specified in Exhibit A to this Agreement.

ARTICLE IV
POINT(S) OF DELIVERY

- 4.1 The Point(s) of Delivery (both primary and secondary) at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity for transportation under this Agreement shall be specified in Exhibit B to this Agreement. Notwithstanding the MDDO at each Point of Delivery, Shipper shall not nominate a total quantity of Natural Gas at all Points of Delivery that exceeds the MDQ set forth in this Agreement.

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-481-000

First Revised Sheet No. 122 First Revised Sheet No. 122 : Effective
Superseding: Original Sheet No. 122
FORM OF FIRM TRANSPORTATION SERVICE (continued)

ARTICLE V

TERM OF AGREEMENT

5.1 Subject to the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff and of Rate Schedule FTS, this Agreement shall be effective as of _____ and shall continue for a primary term through _____.

5.2 Any portions of this Agreement necessary to enable the parties balance receipts and deliveries under this Agreement as required by the Rate Schedule FTS shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

5.3 The term of this Agreement shall automatically be extended for additional periods of one (1) Year following the conclusion of the primary term or any extension thereof unless Shipper notifies Transporter in writing by not later than one hundred eighty (180) Days prior to the conclusion of the primary term or any extension thereof that it desires to terminate this Agreement as of the conclusion of such primary or extended term.

5.4 Upon receipt of termination notification, and for a period of sixty (60) Days, Transporter will post on its Internet Website notice of such termination, and begin offering firm capacity for bid. Shipper will continue to receive service in accordance with the provisions of Rate Schedule FTS until service is actually terminated. If there are bidders for the capacity, Shipper must meet or exceed the value (as defined by the terms and conditions posted during notification) of the competing bids if it desires to retain its capacity under this Agreement.

If Shipper fails to meet the value of the bid properly submitted by a competing bidder, then subject to the competing bidder's satisfaction of applicable requirements of Transporter's FERC Gas Tariff, Transporter will provide transportation service to such competing bidder under the terms and conditions of the offer.

Effective Date: 10/01/2002 Status: Effective
FERC Docket: RP02-481-000

First Revised Sheet No. 123 First Revised Sheet No. 123 : Effective
Superseding: Original Sheet No. 123
FORM OF FIRM TRANSPORTATION SERVICE (continued)

If a competing bidder bids the maximum rate for only a portion of the capacity under Shipper's Agreement, Shipper need only meet the competing bid for the amount of capacity to which the bid applies.

In determining which offer has the highest value, Transporter will post on its Internet Website, at the time of notice of termination of this Agreement, terms and conditions upon which the offers will be evaluated. Transporter may request a third party bidder to post a bond or provide other security before accepting the bid with the highest value. Transporter will post on its Internet Website the highest value bid.

ARTICLE VI
PERIOD AFTER SHIPPER'S FAILURE TO PAY
RATE SCHEDULE AND CHARGES

6.1 Except as provided to the contrary in any written or electronic agreement(s) between Transporter and Shipper in effect during the term of this Agreement, Shipper shall pay Transporter the maximum allowable rate for the service hereunder in accordance with Transporter's Rate Schedule FTS, the applicable provisions of that Rate Schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such Rate Schedule FTS and General Terms and Conditions are incorporated by reference and made a part hereof. Transporter and Shipper may agree that a specified discount rate will apply only to specified volumes under the Agreement; that a specified discounted rate will apply only if specified volumes are achieved (with the maximum rates applicable to volumes above the specified volumes or to all volumes if the specified volumes are never achieved); that a specified discounted rate will apply only during specified periods of the Year or over a specifically defined period of time; and/or that a specified discounted rate will apply only to specified points, zones, markets or other defined geographical areas.

6.2 Transporter may seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in Rate Schedule FTS. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act, including the right to participate fully in rate proceedings by intervention or otherwise, to contest increased rates in whole or in part.

FORM OF FIRM TRANSPORTATION SERVICE (continued)

ARTICLE VII

REDUCTION IN CAPACITY

- 7.1 If Transporter's capacity is reduced for any reason and a reduction of the quantity of Natural Gas being transported hereunder is required, Shipper's MDQ shall be reduced pro rata with the MDQs of the other firm Shippers during the period of such capacity reduction.

ARTICLE VIII

MISCELLANEOUS

- 8.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with Article VIII herein.
- 8.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without recourse to the law governing conflict of laws.
- 8.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 8.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 8.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary from time to time to effectuate this Agreement.

Effective Date: 02/15/2006 Status: Effective
FERC Docket: RP06-207-000

Second Revised Sheet No.125 Second Revised Sheet No.125 : Effective
Superseding: First Revised Sheet No. 125
FORM OF FIRM TRANSPORTATION SERVICE (continued)

8.6 Entire Agreement. This Agreement constitutes the entire agreement between Transporter and Shipper concerning the subject matter hereof and supersedes all prior understandings and written and oral agreements relative to said matter.

8.7 Cancellation of Prior Agreement(s). This Agreement, upon its effective date, supersedes and cancels /[any and all other agreements] between Transporter and Shipper relating to the transportation of gas by Transporter for Shipper.

ARTICLE IX

NOTICES

9.1 All notices, requests, statements or other communications provided for under this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, and addressed as follows:

If to Shipper:

If to Transporter:

Ozark Gas Transmission, L.L.C,
1437 South Boulder, Suite 1501
Tulsa, OK 74119
Attn: Amy Nance
(918) 496-4968
(918) 398-2165 (Fax)
e-mail: anance@aplmc.com

Effective Date: 11/01/1998 Status: Effective
FERC Docket: CP98-266-004

Original Sheet No. 126 Original Sheet No. 126 : Effective

FORM OF FIRM TRANSPORTATION SERVICE (continued)

All written notices, requests, statements or other communications shall be sufficiently given if mailed postage prepaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the third (3rd) Business Day following the date on which same was deposited in the United States mail, addressed in accordance with this Article IX. Either Shipper or Transporter may designate a different address to which notices, requests, statements, payments or other communications shall be sent upon proper notice as set forth in this Article IX.

IN WITNESS WHEREOF, Transporter and Shipper have caused this Agreement to be duly executed by their duly authorized officers in two (2) original counterparts as of ____, ____.

"TRANSPORTER"

OZARK GAS TRANSMISSION, L.L.C.

By _____

WITNESS: _____

"SHIPPER"

BY _____

WITNESS: _____

Effective Date: 04/01/2008 Status: Effective

FERC Docket: RP08-247-000

First Revised Sheet No. 127 First Revised Sheet No. 127 : Pending

Superseding: Original Sheet No. 127

FORM OF FIRM TRANSPORTATION SERVICE (continued)

EXHIBIT A
TO
FIRM TRANSPORTATION AGREEMENT
UNDER RATE SCHEDULE FTS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

POINTS OF RECEIPT

Note: For backhaul service pursuant to Rate Schedule FTS, Section 2.1(b), all Points of Receipt specified on this Exhibit must be at downstream locations on Transporter's system relative to the Points of Delivery specified on Exhibit B of this Agreement.

Dated for Identification: _____

Effective Date: 04/01/2008 Status: Effective

FERC Docket: RP08-247-000

First Revised Sheet No. 128 First Revised Sheet No. 128 : Pending

Superseding: Original Sheet No. 128

FORM OF FIRM TRANSPORTATION SERVICE (continued)

EXHIBIT B
TO
FIRM TRANSPORTATION AGREEMENT
UNDER RATE SCHEDULE FTS
BETWEEN
OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

POINTS OF DELIVERY MDDO DELIVERY PRESSURE

Note: For backhaul service pursuant to Rate Schedule FTS, Section 2.1(b), all Points of Delivery specified on this Exhibit must be at upstream locations on Transporter's system relative to the Points of Receipt specified on Exhibit A of this Agreement.

Dated for Identification: _____

Effective Date: 11/01/1998 Status: Effective
FERC Docket: CP98-266-004

Original Sheet No. 129 Original Sheet No. 129 : Effective

FORM OF FIRM TRANSPORTATION SERVICE (continued)

EXHIBIT C
TO
FIRM TRANSPORTATION AGREEMENT
UNDER RATE SCHEDULE FTS
NEGOTIATED RATE AGREEMENT
BETWEEN
OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

Shipper agrees to the Negotiated Rate Option in accordance with Section 3.8 of Rate Schedule FTS and notifies Transporter that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FTS set forth on effective Tariff Sheet No. 13, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates that are available to it under Rate Schedule FTS.

Specification of Negotiated Rate:

Effective Date of this Exhibit C: _____

Supersedes Exhibit C Effective: _____

SHIPPER

By _____ By _____

Date _____ Date _____

OZARK GAS TRANSMISSION, L.L.C.

By _____ By _____

Date _____ Date _____

Dated for Identification: _____

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-155-000

Original Sheet No. 130 Original Sheet No. 130 : Effective

FORM OF SERVICE AGREEMENT UNDER RATE SCHEDULE FSS

THIS AGREEMENT ("Agreement"), entered into on _____, _____, is between Ozark Gas Transmission, L.L.C. ("Transporter"), an Oklahoma limited liability company, and _____ ("Shipper");

W I T N E S S E T H :

WHEREAS, Shipper has requested that Transporter store or arrange for the storage of Natural Gas for Shipper; and

WHEREAS, Transporter has agreed to provide such storage for Shipper subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

- 1.1 Maximum Daily Withdrawal Quantity ("MDWQ") means the maximum daily quantity of Natural Gas, expressed in Dth, that Transporter is obligated to deliver from time to time as withdrawals from storage, as specified in Exhibit A to the executed Agreement.
- 1.2 Maximum Storage Quantity ("MSQ") means the maximum amount of Natural Gas Transporter is obligated to store for customer from time to time, as specified in Exhibit A to the executed Agreement.

ARTICLE 2.

GAS STORAGE SERVICE

- 2.1 Storage service rendered hereunder shall be firm service as provided in Transporter's Rate Schedule FSS, and as described in Section 2 of Transporter's Rate Schedule FSS.

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)
ARTICLE 3.

POINT OF RECEIPT

- 3.1 The Point of Receipt at which Transporter shall receive Natural Gas for storage under this Agreement shall be specified in Exhibit A to this Agreement. Shipper shall not nominate a total quantity of Natural Gas for injection to storage that exceeds the MDWQ set forth in this Agreement without prior written consent of Transporter. Additional restrictions on daily injections to storage are set forth in Exhibit A.

ARTICLE 4.

POINT OF DELIVERY

- 4.1 The Point of Delivery at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity for transportation under this Agreement shall be specified in Exhibit A to this Agreement. Shipper shall not nominate a total quantity of Natural Gas that exceeds the MDWQ set forth in this Agreement without the prior written consent of Transporter. Additional restrictions on daily withdrawals from storage are set forth in Exhibit A.

ARTICLE 5.

TERM OF AGREEMENT

- 5.1 Subject to the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff and of Rate Schedule FSS, this Agreement shall be effective as of _____ and shall continue for a primary term through _____.
- 5.2 Any portions of this Agreement necessary to enable the parties to balance receipts and deliveries under this Agreement as required by the Rate Schedule FSS shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 5.3 The term of this Agreement shall automatically be extended for additional periods of one (1) Year following the conclusion of the primary term or any extension thereof unless Shipper notifies Transporter in writing by not later than one hundred eighty (180) Days prior to the conclusion of the primary term or any extension thereof that it desires to terminate this Agreement as of the conclusion of such primary or extended term.

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

- 5.4 Upon receipt of termination notification, and for a period of sixty (60) Days, Transporter will post on its Internet Web Site notice of such termination, and begin offering firm storage capacity for bid. Shipper will continue to receive service in accordance with the provisions of Rate Schedule FSS until service is actually terminated. If there are bidders for the storage capacity, Shipper must meet or exceed the value (as defined by the terms and conditions posted during notification) of the competing bids if it desires to retain its capacity under this Agreement.

If Shipper fails to meet the value of the bid properly submitted by a competing bidder, then subject to the competing bidder's satisfaction of applicable requirements of Transporter's FERC Gas Tariff, Transporter will provide storage service to such competing bidder under the terms and conditions of the offer.

If a competing bidder bids the maximum rate for only a portion of the storage capacity under Shipper's Agreement, Shipper need only meet the competing bid for the amount of storage capacity to which the bid applies.

In determining which offer has the highest value, Transporter will post on its Internet Web Site, at the time of notice of termination of this Agreement, terms and conditions upon which the offers will be evaluated. Transporter may request a third party bidder to post a bond or provide other security before accepting the bid with the highest value. Transporter will post on its Internet Web Site the highest value bid.

ARTICLE 6.

RATES AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder in accordance with Transporter's Rate Schedule FSS, the rates and charges set forth in Exhibit A hereto, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such Rate Schedule FSS and General Terms and Conditions are incorporated by reference and made a part hereof.

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

Original Sheet No. 133 Original Sheet No. 133 : Effective

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

6.2 Transporter may, at any time, seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in Rate Schedule FSS. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act, including the right to participate fully in rate proceedings by intervention or otherwise, to contest increased rates in whole or in part.

ARTICLE 7.

REDUCTION IN CAPACITY

7.1 If Transporter's storage capacity is reduced for any reason and a reduction of the quantity of Natural Gas being transported hereunder is required, Shipper's MDWQ and/or MSQ shall be reduced pro rata with the MDWQs and/or MSQs of the other firm Shippers during the period of such reduction.

ARTICLE 8.

MISCELLANEOUS

8.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with this Section.

8.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without recourse to the law governing conflict of laws.

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

- 8.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 8.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 8.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary from time to time to effectuate this Agreement.
- 8.6 Entire Agreement. This Agreement constitutes the entire agreement between Transporter and Shipper concerning the subject matter hereof and supersedes all prior understandings and written and oral agreements relative to said matter.
- 8.7 Cancellation of Prior Agreement(s). This Agreement, upon its effective date, supersedes and cancels _____/[any and all other agreements] between Transporter and Shipper relating to the transportation of gas by Transporter for Shipper.

Effective Date: 02/15/2006 Status: Effective

FERC Docket: RP06-207-000

First Revised Sheet No. 135 First Revised Sheet No. 135 : Effective

Superseding: Original Sheet No. 135

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

ARTICLE 9.

NOTICES

9.1 All notices, requests, statements or other communications provided for under this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, and addressed as follows:

If to Shipper:

Phone: _____

FAX: _____

e-mail: _____

If to Transporter:

Ozark Gas Transmission, L.L.C.

1437 South Boulder, Suite 1501

Tulsa, OK 74119

Attn: Amy Nance

Phone: (918) 496-4968

Fax: (918) 398-2165

e-mail: anance@aplmc.com

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

Original Sheet No. 136 Original Sheet No. 136 : Effective

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

All written notices, requests, statements or other communications shall be sufficiently given if mailed postage prepaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the fifth Business Day following the date on which same was deposited in the United States mail, addressed in accordance with this Article 9. Either Shipper or Transporter may designate a different address to which notices, requests, statements, payments or other communications shall be sent upon proper notice as set forth in this Article 9.

IN WITNESS WHEREOF, Transporter and Shipper have caused this Agreement to be duly executed by their duly authorized officers in two (2) original counterparts as of ____, 20__.

"TRANSPORTER"

OZARK GAS TRANSMISSION,

L.L.C.

By _____

"SHIPPER"

By _____

Effective Date: 09/01/2008 Status: Effective
FERC Docket: RP08-458-000

First Revised Sheet No. 137 First Revised Sheet No. 137
Superseding: Original Sheet No. 137

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)
EXHIBIT A
TO
FIRM STORAGE SERVICE - SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

1. RESERVATION QUANTITIES

Maximum Daily Withdrawal Quantity ("MDWQ") _____ Dth

Maximum Storage Quantity ("MSQ") _____ Dth

2. POINTS OF DELIVERY: _____

POINTS OF RECEIPT: _____

3. RATES AND CHARGES (primary term only)

Reservation Charges

Deliverability \$ _____/Dth (monthly)

Capacity \$ _____/Dth (monthly)

Commodity Charges

Injection \$ _____/Dth

Withdrawal \$ _____/Dth

Fuel Reimbursement

Injection _____%

Withdrawal _____%

Dated for Identification: _____

Page 1 of 2

Effective Date: 09/01/2008 Status: Pending
FERC Docket: RP08-458-001

Substitute First Revised Sheet No. 137 Substitute First Revised Sheet No. 137
Superseding: Original Sheet No. 137

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

EXHIBIT A
TO
FIRM STORAGE SERVICE - SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

1. RESERVATION QUANTITIES

Maximum Daily Withdrawal Quantity ("MDWQ") _____ Dth

Maximum Storage Quantity ("MSQ") _____ Dth

2. POINTS OF DELIVERY: _____

POINTS OF RECEIPT: _____

3. RATES AND CHARGES (primary term only)

Reservation Charges	
Deliverability	\$ _____/Dth (monthly)
Capacity	\$ _____/Dth (monthly)
Commodity Charges	
Injection	\$ _____/Dth
Withdrawal	\$ _____/Dth
Fuel Reimbursement	
Injection	_____ %
Withdrawal	_____ %

Dated for Identification: _____

Page 1 of 2

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-155-000

Original Sheet No. 138 Original Sheet No. 138 : Effective

FORM OF FIRM STORAGE SERVICE AGREEMENT EXHIBIT A
(continued)

EXHIBIT A
TO
FIRM STORAGE SERVICE - SERVICE AGREEMENT
UNDER RATE SCHEDULE FSS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

4. RESTRICTIONS ON DAILY INJECTIONS

The maximum daily injection quantity is the same as the MDWQ. Shipper shall not nominate daily injections to storage in excess of the lesser of the MDWQ or as follows:

5. RESTRICTIONS ON DAILY WITHDRAWALS

Shipper shall not nominate daily withdrawals from storage in excess of the lesser of the MDWQ or as follows:

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

Original Sheet No. 139 Original Sheet No. 139 : Effective

SHEET NO. 139 IS RESERVED FOR FUTURE USE.

Effective Date: 04/01/2008 Status: Effective
FERC Docket: RP08-247-000

First Revised Sheet No. 140 First Revised Sheet No. 140 : Pending
Superseding: Original Sheet No. 140
FORM OF SERVICE AGREEMENT UNDER RATE SCHEDULE ITS

THIS AGREEMENT ("Agreement"), entered into on _____,
199 , is between Ozark Gas Transmission, L.L.C. ("Transporter"),
an Oklahoma limited liability company and _____,
("Shipper");

W I T N E S S E T H :

WHEREAS, Shipper has requested that Transporter transport
Natural Gas for Shipper; and

WHEREAS, Transporter has agreed to provide such
transportation for Shipper subject to the terms and conditions set
forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the
mutual covenants herein contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.03 1.1 "Maximum Daily Delivery
Obligation ("MDDO")" means the maximum daily quantity of Natural
Gas, expressed in MMBtus, that Transporter is obligated to deliver
from time to time at each Point of Delivery specified in Exhibit B
to the executed Agreement.

ARTICLE II

NATURAL GAS TRANSPORTATION SERVICE

2.1 Transportation service rendered hereunder shall be
interruptible service as provided in Transporter's Rate Schedule
ITS, and as described in Section 2 of that Rate Schedule.

_____ Transportation services rendered pursuant to this
Agreement shall be limited to backhaul service only,
subject to the provisions and restrictions set forth in
Transporter's Rate Schedule ITS, Section 2.1(b).

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

ARTICLE III

POINT(S) OF RECEIPT

- 3.1 The Point(s) of Receipt at which Transporter shall receive gas for transportation under this Agreement shall be specified in Exhibit A to this Agreement.

ARTICLE IV

POINT(S) OF DELIVERY

- 4.1 The Point(s) of Delivery at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity for transportation under this Agreement shall be specified in Exhibit B to this Agreement. Notwithstanding the MDDO at each Point of Delivery, Shipper shall not nominate a total quantity of Natural Gas at all Points of Delivery that exceeds the MDQ set forth in this Agreement.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

ARTICLE V

TERM OF AGREEMENT

- 5.1 Subject to the General Terms and Conditions of Transporter's FERC Gas Tariff and of Rate Schedule ITS, this Agreement shall be effective as of _____ and shall continue for a primary term through _____. Thereafter, this Agreement shall be effective month to month, until terminated by Transporter or Shipper upon sixty (60) Days prior written notice to the other specifying a termination date.

Any portions of this Agreement necessary to enable the parties balance receipts and deliveries under this Agreement as required by Rate Schedule ITS, shall survive the other parts of this Agreement until such time as such balancing has been accomplished. Shippers must give Transporter ten (10) Days notice prior to any termination of service. Service may continue hereunder if within the thirty (30) Day period after Shipper's failure to pay notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article 6 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE VI

RATE SCHEDULE AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's ITS Rate, the applicable provisions of that Rate Schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such Rate Schedule ITS and General Terms and Conditions are incorporated by reference and made a part hereof.
- 6.2 Transporter may seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in Rate Schedule ITS. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act, including the right to participate fully in rate proceedings by intervention or otherwise, to contest increased rates in whole or in part.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

ARTICLE VII

MISCELLANEOUS

- 7.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with Article VIII herein.
- 7.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Texas, without recourse to the law governing conflict of laws.
- 7.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 7.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 7.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary from time to time to effectuate this Agreement.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between Transporter and Shipper concerning the subject matter hereof and supersedes all prior understandings and written and oral agreements relative to said matter.
- 7.7 Cancellation of Prior Agreement(s). This Agreement, upon its effective date, supersedes and cancels any and all other agreements between Transporter and Shipper relating to the transportation of gas by Transporter for Shipper.

Effective Date: 02/15/2006 Status: Effective
FERC Docket: RP06-207-000

Second Revised Sheet No. 144 Second Revised Sheet No. 144 : Effective
Superseding: First Revised Sheet No. 144
FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

ARTICLE VIII

NOTICES

8.1 All notices, requests, statements or other communications provided for under this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, and addressed as follows:

If to Shipper:

Phone: _____
FAX: _____
e-mail: _____

If to Transporter:

Ozark Gas Transmission, L.L.C.
1437 South Boulder, Suite 1501
Tulsa, OK 741 19
Attn: Amy Nance
(918) 496-4968
(918) 398-2165
e-mail: anance@aplmc.com

All written notices, requests, statements or other communications shall be sufficiently given if mailed postage repaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the third Business Day following the date o

Effective Date: 11/01/1998 Status: Effective
FERC Docket: CP98-266-002

Original Sheet No. 145 Original Sheet No. 145 : Effective

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

IN WITNESS WHEREOF, Transporter and Shipper have caused this Agreement to be duly executed by their duly authorized officers in two (2) original counterparts as of _____, 19____.

"TRANSPORTER"

OZARK GAS TRANSMISSION, L.L.C.

By _____

WITNESS: _____

"SHIPPER"

By _____

WITNESS: _____

Effective Date: 04/01/2008 Status: Effective

FERC Docket: RP08-247-000

First Revised Sheet No. 146 First Revised Sheet No. 146 : Pending

Superseding: Original Sheet No. 146

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

EXHIBIT A
TO
INTERRUPTIBLE TRANSPORTATION AGREEMENT
UNDER RATE SCHEDULE ITS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

POINTS OF RECEIPT

Note: For backhaul service pursuant to Rate Schedule ITS, Section 2.1(b), all Points of Receipt specified on this Exhibit must be at downstream locations on Transporter's system relative to the Points of Delivery specified on Exhibit B of this Agreement.

Dated for Identification: _____

Effective Date: 04/01/2008 Status: Effective
FERC Docket: RP08-247-000

First Revised Sheet No. 147 First Revised Sheet No. 147 : Pending
Superseding: Original Sheet No. 147
FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE (continued)

EXHIBIT B
TO
INTERRUPTIBLE TRANSPORTATION AGREEMENT
UNDER RATE SCHEDULE ITS
BETWEEN
OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

POINTS OF DELIVERY MDDO DELIVERY PRESSURE

Note: For backhaul service pursuant to Rate Schedule ITS, Section 2.1(b), all Points of Delivery specified on this Exhibit must be at upstream locations on Transporter's system relative to the Points of Receipt specified on Exhibit A of this Agreement.

Dated for Identification: _____

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-155-000

Original Sheet No. 148 Original Sheet No. 148 : Effective

FORM OF SERVICE AGREEMENT UNDER RATE SCHEDULE ISS

THIS AGREEMENT ("Agreement"), entered into on _____, is between Ozark Gas Transmission, L.L.C. ("Transporter"), an Oklahoma limited liability company, and _____ ("Shipper");

W I T N E S S E T H :

WHEREAS, Shipper has requested that Transporter store or arrange for the storage of Natural Gas for Shipper; and

WHEREAS, Transporter has agreed to provide such storage for Shipper subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1.

DEFINITIONS

- 1.1 Maximum Daily Withdrawal Quantity ("MDWQ") means the maximum daily quantity of Natural Gas, expressed in Dth, that Transporter is obligated to deliver from time to time as withdrawals from storage, as specified in Exhibit A to the executed Agreement.
- 1.2 Maximum Storage Quantity ("MSQ") means the maximum amount of Natural Gas Transporter is obligated to store for customer from time to time, as specified in Exhibit A to the executed Agreement.

ARTICLE 2.

GAS STORAGE SERVICE

- 2.1 Transportation service rendered hereunder shall be interruptible service as provided in Transporter's Rate Schedule ISS, and as described in Section 2 of Transporter's Rate Schedule ISS.

Effective Date: 09/01/2008 Status: Pending
FERC Docket: RP08-458-001

First Revised Sheet No. 148 First Revised Sheet No. 148
Superseding: Original Sheet No. 148

SHEET NO. 148 IS RESERVED FOR FUTURE USE

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(continued)
ARTICLE 3.

POINT OF RECEIPT

- 3.1 The Point of Receipt at which Transporter shall receive Natural Gas for storage under this Agreement shall be specified in Exhibit A to this Agreement. Shipper shall not nominate a total quantity of Natural Gas for injection to storage that exceeds the MDWQ set forth in this Agreement without prior written consent of Transporter.

ARTICLE 4.

POINT OF DELIVERY

- 4.1 The Point of Delivery at which Transporter shall redeliver to Shipper or for the account of Shipper an Equivalent Quantity for transportation under this Agreement shall be specified in Exhibit A to this Agreement. Shipper shall not nominate a total quantity of Natural Gas that exceeds the MDWQ set forth in this Agreement without the prior written consent of Transporter.

ARTICLE 5.

TERM OF AGREEMENT

- 5.1 Subject to the provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff and of Rate Schedule ISS, this Agreement shall be effective as of _____ and shall continue for a primary term through _____. Thereafter, this Agreement shall be effective month to month, until terminated by Transporter or Shipper upon sixty (60) Days prior written notice to the other specifying a termination date.
- 5.2 Any portions of this Agreement necessary to enable the parties to balance receipts and deliveries under this Agreement as required by the Rate Schedule ISS shall survive the other parts of this Agreement until such time as such balancing has been accomplished.

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

First Revised Sheet No. 149 First Revised Sheet No. 149

Superseding: Original Sheet No. 149

SHEET NO. 149 IS RESERVED FOR FUTURE USE

Effective Date: 03/01/2002 Status: Effective

FERC Docket: RP02-155-000

Original Sheet No. 150 Original Sheet No. 150 : Effective

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT (continued)

ARTICLE 6.

RATES AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder in accordance with Transporter's Rate Schedule ISS, the rates and charges set forth in Exhibit A hereto, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such Rate Schedule ISS and General Terms and Conditions are incorporated by reference and made a part hereof.
- 6.2 Transporter may, at any time, seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in Rate Schedule ISS. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act, including the right to participate fully in rate proceedings by intervention or otherwise, to contest increased rates in whole or in part.

ARTICLE 7.

MISCELLANEOUS

- 7.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with this Section.
- 7.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without recourse to the law governing conflict of laws.
- 7.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

First Revised Sheet No. 150 First Revised Sheet No. 150

Superseding: Original Sheet No. 150

SHEET NO. 150 IS RESERVED FOR FUTURE USE

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(continued)

- 7.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 7.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary from time to time to effectuate this Agreement.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between Transporter and Shipper concerning the subject matter hereof and supersedes all prior understandings and written and oral agreements relative to said matter.
- 7.7 Cancellation of Prior Agreement(s). This Agreement, upon its effective date, supersedes and cancels _____/[any and all other agreements] between Transporter and Shipper relating to the transportation of gas by Transporter for Shipper.

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

First Revised Sheet No. 151 First Revised Sheet No. 151

Superseding: Original Sheet No. 151

SHEET NO. 151 IS RESERVED FOR FUTURE USE

Effective Date: 02/15/2006 Status: Effective
FERC Docket: RP06-207-000

First Revised Sheet No. 152 First Revised Sheet No. 152 : Effective
Superseding: Original Sheet No. 152
FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT (continued)

ARTICLE 8.

NOTICES

8.1 All notices, requests, statements or other communications provided for under this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, and addressed as follows:

If to Shipper:

Phone: _____
FAX: _____
e-mail: _____

If to Transporter:

Ozark Gas Transmission, L.L.C.
1437 South Boulder, Suite 1501
Tulsa, OK 74119
Attn: Amy Nance
(918) 496-4968
(918) 398-2165
e-mail: anance@aplmc.com

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

Second Revised Sheet No. 152 Second Revised Sheet No. 152
Superseding: First Sheet No. 152

SHEET NO. 152 IS RESERVED FOR FUTURE USE

Effective Date: 03/01/2002 Status: Effective
FERC Docket: RP02-155-000

Original Sheet No. 153 Original Sheet No. 153 : Effective

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT (continued)

All written notices, requests, statements or other communications shall be sufficiently given if mailed postage prepaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the fifth Business Day following the date on which same was deposited in the United States mail, addressed in accordance with this Article 8. Either Shipper or Transporter may designate a different address to which notices, requests, statements, payments or other communications shall be sent upon proper notice as set forth in this Article 8.

IN WITNESS WHEREOF, Transporter and Shipper have caused this Agreement to be duly executed by their duly authorized officers in two (2) original counterparts as of ____, 20__.

"TRANSPORTER"

OZARK GAS TRANSMISSION,

L.L.C.

By _____

"SHIPPER"

By _____

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

First Revised Sheet No. 153 First Revised Sheet No. 153

Superseding: Original Sheet No. 153

SHEET NO. 153 IS RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: RP08-458-000

First Revised Sheet No. 154 First Revised Sheet No. 154
Superseding: Original Sheet No. 154

FORM OF INTERRUPTIBLE STORAGE SERVICE AGREEMENT (continued)
EXHIBIT A
TO
INTERRUPTIBLE STORAGE SERVICE - SERVICE AGREEMENT
UNDER RATE SCHEDULE ISS
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")
and

("Shipper")

1. MAXIMUM QUANTITIES

Maximum Daily Withdrawal Quantity ("MDWQ") _____ Dth

Maximum Storage Quantity ("MSQ") _____ Dth

2. POINTS OF DELIVERY: _____

POINTS OF RECEIPT: _____

3. RATES AND CHARGES (primary term only)

Inventory Charge \$_____/Dth (monthly)

Commodity Charges

Injection \$_____/Dth

Withdrawal \$_____/Dth

Fuel Reimbursement

Injection _____%

Withdrawal _____%

Dated for Identification: _____

Effective Date: 09/01/2008 Status: Pending

FERC Docket: RP08-458-001

Substitute First Revised Sheet No. 154 Substitute First Revised Sheet No. 154
Superseding: Original Sheet No. 154

SHEET NO. 154 IS RESERVED FOR FUTURE USE

Effective Date: 10/01/2001 Status: Effective
FERC Docket: RP00-408-001

Original Sheet No. 155 Original Sheet No. 155 : Effective

FORM OF PARK AND LOAN (PAL)
SERVICE AGREEMENT UNDER
RATE SCHEDULE PAL

THIS AGREEMENT ("Agreement"), entered into on _____, is between Ozark Gas Transmission, L.L.C. ("Transporter"), an Oklahoma limited liability company, and _____, ("Shipper");

W I T N E S S E T H :

WHEREAS, Shipper has requested that Transporter provide Natural Gas parking and/or loan service for Shipper; and

WHEREAS, Transporter has agreed to provide such parking and/or loan service for Shipper subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 "Maximum Daily Parking Quantity" means the maximum quantity of Natural Gas, expressed in Dth, that Transporter is obligated to accept from Shipper on any Day for Parking at each Parking Point specified in Exhibit A to the executed Agreement.

1.2 "Maximum Total Parking Quantity" means the maximum quantity of Natural Gas, expressed in Dth, that Transporter is obligated to Park for Shipper from time to time at each Parking Point specified in Exhibit A to the executed Agreement.

1.3 "Maximum Daily Loan Quantity" means the maximum quantity of Natural Gas, expressed in Dth, that Transporter is obligated to deliver to Shipper on any Day for Loaning at each Loan Point specified in Exhibit A to the executed Agreement.

FORM OF PAL SERVICE AGREEMENT (continued)

- 1.4 "Maximum Total Loan Quantity" means the maximum quantity of Natural Gas, expressed in Dth, that Transporter is obligated to Loan to Shipper from time to time at each Loan Point specified in Exhibit A to the executed Agreement.

ARTICLE 2

PARK AND LOAN SERVICE

- 2.1 Parking and/or Loan Service rendered hereunder shall be interruptible service as provided in Transporter's Rate Schedule PAL, and as described in Section 2 of that Rate Schedule.

ARTICLE 3

PARKING POINT(S)

- 3.1 The Parking Point(s) at which Transporter shall provide Parking Service under this Agreement shall be as specified in Exhibit A to this Agreement.

ARTICLE 4

LOAN POINT(S)

- 4.1 The Loan Point(s) at which Transporter shall provide Loan Service under this Agreement shall be as specified in Exhibit A to this Agreement.

ARTICLE 5

TERM OF AGREEMENT

- 5.1 Subject to the General Terms and Conditions and Rate Schedule PAL of Transporter's FERC Gas Tariff, this Agreement shall be effective as of _____ and shall continue for a primary term through _____. Thereafter, this Agreement shall be effective month to month, until terminated by _____.

FORM OF PAL SERVICE AGREEMENT (continued)

Transporter or Shipper upon sixty (60) Days prior written notice to the other specifying a termination date.

ARTICLE 6

RATE SCHEDULE AND CHARGES

- 6.1 Shipper shall pay Transporter for the service hereunder an amount determined in accordance with Transporter's Rate Schedule PAL, the applicable provisions of that Rate Schedule, and the General Terms and Conditions of Transporter's FERC Gas Tariff, all as may be revised from time to time. Such Rate Schedule PAL and General Terms and Conditions are incorporated by reference and made a part hereof.
- 6.2 Transporter may seek authorization from the FERC and/or other appropriate body to change any rate(s) and/or term(s) set forth herein or in Rate Schedule PAL. Nothing herein shall be construed to deny Shipper any rights it may have under the Natural Gas Act or the Natural Gas Policy Act, including the right to participate fully in rate proceedings by intervention or otherwise, to contest increased rates in whole or in part.

ARTICLE 7

MISCELLANEOUS

- 7.1 Amendment. This Agreement shall only be amended, varied or modified by an instrument in writing executed by Transporter and Shipper. Such amendment will be effective upon compliance with Article 8 herein.
- 7.2 Applicable Law. This Agreement and the rights and duties of Transporter and Shipper hereunder shall be governed by and interpreted in accordance with the laws of the State of Oklahoma, without recourse to the law governing conflict of laws

FORM OF PAL SERVICE AGREEMENT (continued)

- 7.3 Waiver. No waiver by either Transporter or Shipper of any default by the other in the performance of any provision, condition or requirement herein shall be deemed a waiver of, or in any manner a release from, performance of any other provision, condition or requirement herein, nor deemed to be a waiver of, or in any manner release from, future performance of the same provision, condition or requirement; nor shall any delay or omission by Transporter or Shipper to exercise any right hereunder impair the exercise of any such right or any like right accruing to it thereafter.
- 7.4 Headings. The headings of each of the various sections in this Agreement are included for convenience of reference only and shall have no effect on, nor be deemed part of the text of, this Agreement.
- 7.5 Further Assurances. Transporter and Shipper shall execute and deliver all instruments and documents and shall do all acts necessary from time to time to effectuate this Agreement.
- 7.6 Entire Agreement. This Agreement constitutes the entire agreement between Transporter and Shipper concerning the subject matter hereof and supersedes all prior understandings and written and oral agreements relative to said matter.

ARTICLE 8

NOTICES

- 8.1 All notices, requests, statements or other communications provided for under this Agreement shall be in writing and shall be given by personal delivery or by United States mail, postage prepaid, and addressed as follows:

If to Shipper:

Effective Date: 02/15/2006 Status: Effective

FERC Docket: RP06-207-000

First Revised Sheet No. 155D First Revised Sheet No. 155D : Effective

Superseding: Original Sheet No. 155D

FORM OF PAL SERVICE AGREEMENT (continued)

If to Transporter:

Ozark Gas Transmission, L.L.C.
1437 South Boulder, Suite 1501
Tulsa, OK 74119
Attn: Amy Nance

All written notices, requests, statements or other communications shall be sufficiently given if mailed postage repaid by registered, certified, or regular mail and shall be deemed to have been duly delivered on the third Business Day following the date o

Effective Date: 10/01/2001 Status: Effective

FERC Docket: RP00-408-001

Original Sheet No. 155E Original Sheet No. 155E : Effective

FORM OF PAL SERVICE AGREEMENT (continued)

IN WITNESS WHEREOF, Transporter and Shipper have caused this Agreement to be duly executed by their duly authorized officers in two (2) original counterparts as of

_____, _____.

TRANSPORTER

OZARK GAS TRANSMISSION, L.L.C.

By _____

SHIPPER

By _____

Effective Date: 10/01/2001 Status: Effective
FERC Docket: RP00-408-001

Original Sheet No. 155F Original Sheet No. 155F : Effective

FORM OF PAL SERVICE AGREEMENT (continued)

EXHIBIT A
TO
PARK AND LOAN SERVICE AGREEMENT
UNDER RATE SCHEDULE PAL
BETWEEN OZARK GAS TRANSMISSION, L.L.C.
("Transporter")

and

("Shipper")

Reference is made to that PAL Service Agreement by and between Transporter and Shipper, dated _____, ____.

Transporter and Shipper agree, pursuant to the referenced PAL Service Agreement, to a Service Order under the following terms:

Term of Service Order:

Service beginning on _____, ____

Service ending on _____, ____

Daily Parking Charge
(cents per Dth per day of Parking Quantity)

Daily Loan Charge
(cents per Dth per day of Loaned Quantity)

Transaction Parking Point(s) _____

Transaction Lending Point(s) _____

Effective Date: 10/01/2001 Status: Effective

FERC Docket: RP00-408-001

Original Sheet No. 155G Original Sheet No. 155G : Effective

FORM OF PAL SERVICE AGREEMENT (continued)
EXHIBIT A (continued)

Maximum Daily Parking Quantity _____
Dth

Maximum Total Parking Quantity _____
Dth

Maximum Daily Loan Quantity _____ Dth

Maximum Total Loan Quantity _____ Dth

If you are in agreement, please indicate by executing below.

Ozark Gas Transmission, L.L.C.

By

(Shipper)

By

Dated for Identification: _____

Effective Date: 10/01/2001 Status: Effective

FERC Docket: RP00-408-001

Original Sheet Nos. 156-157 Original Sheet Nos. 156-157 : Effective

SHEET NOS. 156 - 157 ARE RESERVED FOR FUTURE USE.

