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FERC GAS TARIFF

First Revised 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 (referred to herein as "Transporter"), owns and operates a natural gas pipeline system extending from Latimer County, in eastern Oklahoma, through Arkansas and ending in Dunklin County, Missouri. 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 natural 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

[INSERT SYSTEM MAP]

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SHEET NOS. 12-18 RESERVED FOR FUTURE USE

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CURRENTLY EFFECTIVE STATEMENT OF RATES
(INDEX TO RATE SCHEDULES)

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CURRENTLY EFFECTIVE STATEMENT OF RATES
 (Rates in \$/Dekatherm)

Rate Schedule FTS

Rate Component (1)	Base Rate* (2)	Annual Charge Adjustment* (3)	Current Rate* (4)	Retention** (5)
Demand				
(Maximum)	7.9300	.0000	7.9300	0.00%
(Minimum)	.0000	.0000	.0000	0.00%
Commodity				
(Maximum)	.0260	.0019	.0279	**
(Minimum)	.0260	.0019	.0279	**
Authorized Overrun	.2867	.0019	.2886	**
Maximum Daily Volumetric Capacity Release Rates	.2607	.0019	.2626	**

NOTES:

* The Base Rate, ACA Charge and Current Rate shown above are applicable to forward haul service provided pursuant to Rate Schedule FTS, as well as to Backhaul Service provided pursuant to Section 2.2 of Rate Schedule FTS.

** The total retention rate applicable to the above service, except for Backhaul Service provided pursuant to Section 2.2 of Rate Schedule FTS, is 1.3%, consisting of a fuel reimbursement percentage of 1.18% and a lost and unaccounted for ("LAUF") retention percentage of 0.12%. Backhaul Service shall be subject to the foregoing LAUF retention percentage and a fuel reimbursement percentage of zero (0.00%).

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CURRENTLY EFFECTIVE STATEMENT OF RATES
 (Rates in \$/Dekatherm)

Rate Schedule ITS

Rate Component (1)	Base Rate* (2)	Annual Charge Adjustment* (3)	Current Rate* (4)	Retention** (5)
Commodity				
(Maximum)	.2867	.0019	.2886	**
(Minimum)	.0260	.0019	.0279	**
Authorized Overrun				
(Maximum)	.2867	.0019	.2886	**
(Minimum)	.0260	.0019	.0279	**
Maximum Daily Volumetric Capacity Release Rates	.2607	.0019	.2626	**

NOTES:

* The Base Rate, ACA Charge and Current Rate shown above are applicable to forward haul service provided pursuant to Rate Schedule ITS, as well as to Backhaul Service provided pursuant to Section 2.1(b) of Rate Schedule ITS.

** The total retention rate applicable to the above service, except for Backhaul Service provided pursuant to Section 2.1(b) of Rate Schedule ITS, is 1.3%, consisting of a fuel reimbursement percentage of 1.18% and a lost and unaccounted for ("LAUF") retention percentage of 0.12%. Backhaul Service shall be subject to the foregoing LAUF retention percentage and a fuel reimbursement percentage of zero (0.00%).

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

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

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CURRENTLY EFFECTIVE STATEMENT OF 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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SHEET NOS. 23-28 ARE RESERVED FOR FUTURE USE

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RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 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:
- (a) Shipper first meets the creditworthiness criteria set forth in Section 30 of the General Terms and Conditions of this FERC Gas Tariff;
 - (b) Transporter determines that it has adequate available unsubscribed capacity to provide the firm transportation requested by Shipper; and
 - (c) Shipper submits a valid Request for Service in accordance with this FERC Gas Tariff and Transporter and Shipper subsequently enter into the Firm Transportation Service Agreement(s) ("FTS Agreement(s)") for the requested service using the form set forth in this FERC Gas Tariff.
- 1.2 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.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Transporter shall accept, for the account of Shipper at the Point(s) of Receipt on any Day, the quantity of Natural Gas up to the Maximum Daily Quantity tendered by or for the account of Shipper; provided, however, Transporter shall not be obligated to receive on a primary firm basis at any Primary Receipt Point on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Receipt Obligation ("MDRO"), as set forth in Shipper's FTS Agreement, plus Fuel Usage and Lost and Unaccounted For, nor shall Transporter be obligated to receive at all Point(s) of Receipt a cumulative quantity of Natural Gas in excess of Shipper's Maximum Daily Quantity ("MDQ"), plus Fuel Usage and Lost and Unaccounted For, unless Transporter consents to such receipts as authorized overruns.

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RATE SCHEDULE FTS (continued)

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; provided, however, Transporter shall not be obligated to deliver on a primary firm basis at any Primary Delivery Point on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Delivery Obligation ("MDDO"), nor shall Transporter be obligated to deliver in the aggregate a cumulative quantity of Natural Gas in excess of the applicable MDQ, unless Transporter consents to make such deliveries as authorized overruns. Transporter shall not be obligated to receive Natural Gas or to deliver Natural Gas on an hourly basis at rates of flow in excess of 1/24 of Shipper's MDQ, unless Transporter otherwise consents. Transportation hereunder shall be firm and shall not be subject to curtailment or interruption or discontinuance, except as provided in Sections 10 and 11 of the General Terms and Conditions of this FERC Gas Tariff. Scheduling of firm transportation service under this Rate Schedule shall be performed pursuant to Section 20 of Transporter's General Terms and Conditions.

- 2.2 As a form of firm transportation service under this Rate Schedule FTS, Transporter may provide firm transportation Backhaul Service, subject to the restrictions set forth in this paragraph. 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 Primary Receipt Point(s) and Primary Delivery Point(s) to accommodate Shipper's requested MDQ; (2) that adequate forward haul transportation quantities exist on Transporter's system between Shipper's requested Primary Delivery Point(s) and Primary Receipt Point(s) to offset Shipper's requested MDQ for the firm transportation Backhaul Service 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 transportation Backhaul Service will reduce the hydraulic loads on Transporter's system. Shipper's requests to change

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RATE SCHEDULE FTS (continued)

Primary Receipt Points or Primary Delivery Points, shall be subject to Transporter's determination that Shipper's firm transportation Backhaul Service continues to meet the three criteria described in the preceding sentence.

Shipper's firm transportation Backhaul Service may be restricted, on a pro rata basis within the applicable scheduling priority(ies) set forth in Section 10 of these General Terms and Conditions for all firm transportation Backhaul Service Shippers on the relevant pipeline segment(s), in the event that quantities of forward haul transportation service, in the aggregate, are not sufficient, on Transporter's system between Shipper's nominated Point(s) of Delivery and Point(s) of Receipt, to offset Shipper's nominations for firm transportation Backhaul Service 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 the condition described in this paragraph by converting Shipper's demand charge to a daily unit rate and multiplying that rate by the quantity of Shipper's firm transportation Backhaul Service curtailed for each Day. Transporter shall not be required to construct new facilities to provide firm transportation Backhaul Service.

Charges for firm transportation Backhaul Service shall be as set forth on the currently effective Statement of Rates for Rate Schedule FTS. Except as set forth in this paragraph, firm transportation Backhaul Service shall be governed by the provisions of Transporter's Rate Schedule FTS.

RATE SCHEDULE FTS (continued)

3. RATES AND CHARGES

- 3.1 The rates 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 Section 3.3 of this Rate Schedule FTS, (iii) an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in Section 12 of the General Terms and Conditions of this FERC Gas Tariff, and (iv) if applicable, an authorized overrun charge, as set forth in Section 3.3 of this Rate Schedule. Transporter may agree to discount, on a nondiscriminatory basis, the demand charge and the commodity charge below the applicable maximum rate in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff. Transporter shall not be obligated to discount its rates for services under this FERC Gas Tariff.
- 3.2 Unless Transporter otherwise agrees, the monthly demand charge shall be equal to the applicable maximum rate per Dth set forth on the currently effective Statement of Rates for Rate Schedule FTS of this FERC Gas Tariff multiplied by the MDQ specified in the applicable Service Agreement.
- 3.3 Unless Transporter otherwise agrees, the commodity charge shall be equal to the applicable maximum rate per Dth set forth on the currently effective Statement of Rates for Rate Schedule FTS of this FERC Gas Tariff multiplied by the quantity of Natural Gas delivered under the applicable Service Agreement, excluding any authorized overrun quantities. Unless Transporter otherwise agrees, the authorized overrun charge shall be equal to the applicable maximum rate per Dth set forth on the currently effective Statement of Rates for Rate Schedule FTS of this FERC Gas Tariff multiplied by the quantity of Natural Gas delivered as authorized overrun under the applicable Service Agreement.

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RATE SCHEDULE FTS (continued)

- 3.4 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 17 of the General Terms and Conditions of this FERC Gas Tariff, 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 Lost and Unaccounted For. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of Natural Gas to reimburse Transporter for Fuel Usage and Lost and Unaccounted for Gas, which will be charged to Shippers under this Rate Schedule FTS using the fuel reimbursement percentage and a Lost and Unaccounted For ("LAUF") retention percentage shown on the currently effective Statement of Rates for Rate Schedule FTS.
 - (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 Sections 21, 23 and 24 of the General Terms and Conditions of this FERC Gas Tariff.

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RATE SCHEDULE FTS (continued)

- 3.5 Negotiated Rates. Shipper and Transporter may agree to negotiated rates pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE FTS (continued)

4. POINTS OF RECEIPT AND DELIVERY

- 4.1 Point(s) of Receipt. The Primary Receipt Point(s) 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 request 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 requests a single Primary Receipt Point, Shipper's entire MDQ will be allocated to such Primary Receipt Point as the MDRO. If Shipper requests more than one Point of Receipt as a Primary Receipt Point, Shipper shall also identify the portion of its MDQ to be allocated to each Primary Receipt Point as the MDRO; provided that the total of such MDRO must equal Shipper's MDQ. Shipper may use any Point(s) of Receipt as a Secondary Receipt Point(s) if such Point(s) of Receipt is not designated as Primary Receipt Point(s) on Shipper's FTS Agreement, or to the extent nominations for a Day at a Primary Receipt Point exceed the MDRO for such point.
- 4.2 Point(s) of Delivery. The Primary Delivery Point(s) 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 request 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 requests a single Primary Delivery Point, Shipper's entire MDQ will be allocated to such Primary Delivery Point as the MDDO. If Shipper requests more than one Point of Delivery as a Primary Delivery Point, Shipper shall also identify the portion of its MDQ to be allocated to each Primary Delivery Point as the MDDO; provided that the total of such MDDO must equal Shipper's MDQ. Shipper may use any Point(s) of Delivery as a Secondary Delivery Point(s) if such Point(s) of Delivery is not designated as Primary Delivery Point(s) on Shipper's FTS Agreement, or to the extent nominations for a Day at a Primary Delivery Point exceed the MDDO for such point.

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First Revised Sheet No. 37 First Revised Sheet No. 37
Superseding: Original Sheet No. 37

RATE SCHEDULE FTS (continued)

4.3 A Shipper or Replacement Shipper shall have the right to request changes to the MDRO and/or MDDO at its existing Primary Receipt Point(s) and Primary Delivery Point(s), or change its designation of Primary Receipt Points and Primary Delivery Points to points not originally set forth in its executed FTS Agreements (including points outside of Shipper's existing Primary Path), subject to Transporter's determination that it has adequate available unsubscribed firm capacity at such points and on the path between those points. Changes to the Primary Receipt Point(s) or Primary Delivery Point(s) agreed to by the parties pursuant to this Section shall be reflected in a revised Exhibit A or Exhibit B, as applicable, to the executed FTS Agreements.

Shipper shall have the right to nominate to Secondary Receipt Points and/or Secondary Delivery Points, including Secondary Receipt Points and/or Secondary Delivery Points outside of Shipper's Primary Path, subject to Transporter's determination that it has adequate available operational capacity at such points and on the path between those points on the date for which the nomination is submitted.

Shipper's use of new Points of Receipt or Points of Delivery shall be subject to the limitation described in Section 6 of this Rate Schedule FTS.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this 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 set forth herein, the terms and conditions of this Rate Schedule FTS shall control.

6. 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 segment of Transporter's system.

RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule FSS is available for firm storage service provided 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 30 of the General Terms and Conditions of this FERC Gas Tariff;

(b) Shipper submits a valid Request for Service in accordance with this FERC Gas Tariff and Shipper and Transporter subsequently enter into the Firm Storage Service Agreement ("FSS Agreement") for the requested service using the form set forth in this FERC Gas Tariff;

(c) Transporter is able to obtain off-system firm storage and related transportation services from third-party providers, on terms acceptable to Transporter, sufficient to perform the service requested by Shipper; and

(d) The Shipper requesting service must hold either firm or interruptible transportation capacity on Transporter's system 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.

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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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Original Sheet No. 40 Original Sheet No. 40

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 Sections 10 and 11 of the General Terms and Conditions of this FERC Gas Tariff. 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. Transporter shall not be obligated to receive Natural Gas or to deliver Natural Gas on an hourly basis at rates of flow in excess of 1/24 of Customer's Maximum Daily Injection Quantity ("MDIQ") or Maximum Daily Withdrawal Quantity ("MDWQ"), unless Transporter otherwise consents. Scheduling shall be performed pursuant to Sections 19 and 20 of Transporter's General Terms and Conditions.

3. WITHDRAWALS

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

4. INJECTIONS

Shipper's MDIQ under this Rate Schedule FSS shall be the same as its MDWQ, subject to such restrictions on daily injections based on Shipper's Natural Gas in storage as set forth in Shipper's FSS 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 the currently effective Statement of Rates for Rate Schedule FSS of this FERC Gas 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 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 Section 12 of the General Terms and Conditions of this FERC Gas Tariff.

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Superseding: Original Sheet No. 42

RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

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

- (a) For Fuel Usage and Lost and Unaccounted For. 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. Retention for Fuel Usage and Lost and Unaccounted For Gas will be charged to Shippers under this Rate Schedule FSS as set forth in the currently effective Statement of Rates for Rate Schedule FSS.
- (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 Agreement or by any applicable regulation.

6. TRANSFER IN PLACE OF TITLE TO STORED NATURAL GAS

A Rate Schedule FSS Shipper may transfer volumes of Natural Gas stored pursuant to its FSS Service Agreement to another FSS 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;

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RATE SCHEDULE FSS
FIRM STORAGE SERVICE (Continued)

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

(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

A Shipper that does not renew its FSS Agreement will be required to withdraw all of its Natural Gas in Transporter's storage, or to transfer such Natural Gas to another Rate Schedule FSS Shipper in accordance with Section 6 of this Rate Schedule, by the termination date of its FSS Agreement. In the event that quantities of Shipper's Natural Gas remain in storage following such termination date, Transporter shall retain such quantities of Natural Gas free of any adverse claims by Shipper.

8. POINTS OF RECEIPT AND DELIVERY

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

9. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this 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 set forth herein, the terms and conditions of this Rate Schedule FSS shall control.

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Original Sheet No. 44 Original Sheet No. 44

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 this FERC Gas 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.

1.2 Transporter 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. Transporter 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.

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Original Sheet No. 45 Original Sheet No. 45

RATE SCHEDULE NNS
NO-NOTICE SERVICE (Continued)

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 FERC Gas Tariff. No-Notice Service allows a customer to combine firm storage service under Rate Schedule FSS with firm transportation service under Rate Schedule FTS to automatically allow any differences between nominated FTS receipts and deliveries to be injected into or withdrawn from its storage reservation under its FSS 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 Agreement.

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RATE SCHEDULE NNS
NO-NOTICE SERVICE (Continued)

(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 of this Tariff, 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.

(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 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 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 Action Alert or OFO 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 Action Alert or OFO 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 Agreement, whichever is greater.

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Original Sheet No. 47 Original Sheet No. 47

RATE SCHEDULE NNS
NO-NOTICE SERVICE (Continued)

3. RATES AND CHARGES

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

All of the General Terms and Conditions of this 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 set forth herein, the terms and conditions of this Rate Schedule NSS shall control.

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Second Revised Sheet No. 48 Second Revised Sheet No. 48
Superseding: First Revised Sheet No. 48

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This Rate Schedule ITS is available for interruptible transportation 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 30 of the General Terms and Conditions of this FERC Gas Tariff; and
 - (b) Shipper submits a valid Request for Service in accordance with Transporter's Tariff and Transporter and Shipper subsequently enter into the Interruptible Transportation Service Agreement(s) ("ITS Agreement(s)") for the requested service using the form set forth in this FERC Gas Tariff.
- 1.2 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.

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 on any Day a quantity of Natural Gas in excess of the applicable Maximum Daily Quantity ("MDQ") plus Fuel Usage and Lost and Unaccounted For, unless Transporter consents to such receipts as authorized overruns. 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 on any Day a quantity of Natural Gas in excess of the applicable MDQ, unless Transporter consents to make such deliveries as authorized overruns. Scheduling shall be performed pursuant to Section 20 of Transporter's General Terms and Conditions.

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First Revised Sheet No. 49 First Revised Sheet No. 49
Superseding: Original Sheet No. 49

RATE SCHEDULE ITS (continued)

- (b) As a form of interruptible transportation service under this Rate Schedule ITS, Transporter may provide interruptible transportation Backhaul Service, subject to the restrictions set forth in this paragraph. Transporter shall not be required to construct new facilities to provide interruptible transportation Backhaul Service.

Shipper's interruptible transportation Backhaul Service may be restricted in the event that quantities of forward haul transportation service, in the aggregate, are not sufficient, on Transporter's system between Shipper's Point(s) of Delivery and Point(s) of Receipt, to offset interruptible transportation Backhaul Service nominations on relevant segments of Transporter'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.

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Second Revised Sheet No. 50 Second Revised Sheet No. 50
Superseding: First Revised Sheet No. 50

RATE SCHEDULE ITS (continued)

Charges for interruptible transportation Backhaul Service shall be as set forth in the currently effective Statement of Rates for Rate Schedule ITS. 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). 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 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.

RATE SCHEDULE ITS (continued)

3. RATE

- 3.1 The rates for transportation under this Rate Schedule ITS shall consist of (i) a commodity charge, (ii) an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs, as set forth in Section 12 of the General Terms and Conditions of this FERC Gas Tariff, and (iii) if applicable, an authorized overrun charge.

Unless Transporter otherwise agrees, the commodity charge shall be equal to the applicable maximum rate per Dth set forth in the currently effective Statement of Rates for Rate Schedule ITS of this FERC Gas Tariff multiplied by the quantity of Natural Gas delivered under the applicable Service Agreement, excluding any authorized overrun quantities. Unless Transporter otherwise agrees, the authorized overrun charge shall be equal to the applicable maximum rate per Dth set forth in the currently effective Statement of Rates for Rate Schedule ITS of this FERC Gas Tariff multiplied by the quantity of Natural Gas delivered as an authorized overrun under the applicable Service Agreement. Transporter may agree to discount, on a nondiscriminatory basis, the commodity charge and/or the authorized overrun charge below the applicable maximum rate in accordance with the provisions of Section 33 of the General Terms and Conditions of this FERC Gas Tariff. Transporter shall not be obligated to discount its rates for services under this FERC Gas Tariff.

3.2 Shipper shall reimburse Transporter:

- (a) For the costs, as determined under Section 17 of the General Terms and Conditions of this FERC Gas Tariff, 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 Lost and Unaccounted For. Shipper shall tender to Transporter, in addition to volumes for delivery, an additional volume of Natural Gas to reimburse Transporter for Fuel Usage and Lost and Unaccounted for Gas, which will be charged to Shippers under this Rate Schedule ITS based on the percentages shown on the currently effective Statement of Rates for Rate Schedule ITS of this Tariff.

RATE SCHEDULE ITS (continued)

- (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 Sections 21, 23 and 24 of the General Terms and Conditions of this FERC Gas Tariff.

3.3 Negotiated Rates. Shipper and Transporter may agree to negotiated rates pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

4. POINTS OF RECEIPT AND DELIVERY

- 4.1 Point(s) of Receipt. Shipper may use any Point(s) of Receipt on Transporter's system to deliver, or cause to be delivered, Natural Gas to Transporter for transportation service under this Rate Schedule ITS.
- 4.2 Point(s) of Delivery. All Point(s) of Delivery on Transporter's system may be used as the point(s) at which Transporter shall deliver Natural Gas to or for the account for Shipper after transportation.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this 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 set forth herein, the terms and conditions of this Rate Schedule ITS 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:
 - (a) Shipper first meets the creditworthiness criteria set forth in Section 30 of the General Terms and Conditions of this FERC Gas Tariff; and
 - (b) Shipper makes a valid Request for Service in accordance with this FERC Gas Tariff and Transporter and Shipper subsequently enter into the Park and Loan Service Agreement(s) ("PAL Agreement(s)") and an Exhibit(s) A that sets forth the details of each parking or loan transaction using the forms set forth in this FERC Gas Tariff.
- 1.2 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 6 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.

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First Revised Sheet No. 54 First Revised Sheet No. 54
Superseding: Original Sheet No. 54

RATE SCHEDULE PAL (continued)

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:

- 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 transportation Service Agreement between Transporter and Shipper to any of the Parking Points on Transporter's 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 applicable Exhibit A to Shipper's 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 applicable Exhibit A to Customer's 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 on Transporter's system and (b) the subsequent return of the loaned quantities of Natural Gas to Transporter at the point at which the Natural Gas was loaned to Shipper, 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 applicable Exhibit A to Customer's 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 applicable Exhibit A to Customer's PAL Agreement.

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RATE SCHEDULE PAL (continued)

- 2.3 Service under a PAL transaction 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 transaction with Shipper shall be as set forth on the applicable Exhibit A to Shipper's PAL Agreement.
- 2.4 This Rate Schedule does not confer any rights to transport Natural Gas quantities for or on behalf of Shipper to or from the Parking and/or Loan Point(s). Shipper shall make any necessary arrangements with Transporter or third parties under separate Rate Schedules to receive or deliver Natural Gas quantities at the Parking and/or Loan Point(s). Such arrangements must be compatible with the operating conditions of Transporter's system as they exist at the time service hereunder is requested. Transporter shall not be required to receive or return Natural Gas quantities under this Rate Schedule on any Day on which there is insufficient available capacity under Shipper's Service Agreement(s) to receive or return Natural Gas at the Parking and/or Loan Point(s).
- 2.5 Service under this Rate Schedule shall be confirmed and scheduled in accordance with the scheduling priorities set forth in Section 10 of the General Terms and Conditions.

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Third Revised Sheet No. 56 Third Revised Sheet No. 56
Superseding: Second Revised Sheet No. 56

RATE SCHEDULE PAL (continued)

3. RATES AND CHARGES

- 3.1 The maximum and minimum unit rates for service under this Rate Schedule are shown on the currently effective Statement of Rates for Rate Schedule PAL of this Tariff. Shipper shall pay the maximum rates for service under this Rate Schedule unless Transporter agrees to discount its rates to Shipper pursuant to Section 33 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.2 The Daily Parking Charge shall be the maximum daily unit rate per Dth as set forth on the currently effective Statement of Rates for Rate Schedule PAL multiplied by the total quantity (Dth) parked for Shipper's account each Day, unless otherwise agreed upon by Transporter and Shipper pursuant to Section 32 or Section 33 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.3 The Daily Loan Charge shall be the maximum daily unit rate per Dth as set forth on the currently effective Statement of Rates for Rate Schedule PAL multiplied by the total quantity (Dth) loaned to Shipper each Day, unless otherwise agreed upon by Transporter and Shipper pursuant to Section 32 or Section 33 of the General Terms and Conditions of this FERC Gas Tariff.
- 3.4 Negotiated Rates. Shipper and Transporter may agree to negotiated rates pursuant to Section 32 of the General Terms and Conditions of this FERC Gas Tariff.

4. PAL POINTS OF SERVICE

Transporter will post on its Internet Website the available Parking Point(s) and Loan Point(s). Transporter may, at its sole discretion, post from time to time additions to or deletions from 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.

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RATE SCHEDULE PAL (continued)

5. 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 this FERC Gas Tariff. 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 Parking and/or Loan 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.

6. NOTIFICATION, ALLOCATIONS AND CURTAILMENT

6.1 For purposes of allocating available capacity to Park or Loan Natural Gas hereunder, Transporter shall utilize the priorities described in Section 10.2(g) or Section 10.3(g), as applicable, of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE PAL (continued)

- 6.2 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 provided by telephone, e-mail or posting on the Transporter's Internet Website.
- 6.3 In the event Transporter notifies Shipper that it must receive or return quantities of Natural Gas pursuant to Section 6.2, Transporter's notification shall specify the time frame within which Parking Service quantities shall be received, and/or Loan Service quantities shall be returned. In no event shall the specified time frame by which all Parking 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.
- 6.4 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;

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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 PAL transaction described in the applicable Exhibit A to Customer's executed PAL Agreement.

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 35 of the General Terms and Conditions of this FERC Gas Tariff.

6.5 In the event any of the following occurs, loaned quantities shall be sold to Shipper at the price set forth below:

- (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 PAL transaction described in the applicable Exhibit A to Customer's executed PAL Agreement.

Loaned quantities shall be sold to Shipper at twice the highest midpoint daily index price for Natural Gas at CenterPoint (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 CenterPoint (North/South), the index price shall be the highest of: (1) the highest midpoint daily index price for Natural Gas at CenterPoint (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 CenterPoint (North/South) published in Gas Daily's "Daily Price Survey" in the

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RATE SCHEDULE PAL (continued)

following month; provided, however, that if a daily index price for Natural Gas at CenterPoint (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 6.5, net of costs, shall be subject to Transporter's penalty revenue crediting mechanism set forth in Section 35 of the General Terms and Conditions of this Tariff.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this 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 set forth herein, the terms and conditions of this Rate Schedule PAL shall control.

RATE SCHEDULE TABS
Transportation Aggregation Balancing Service

1. AVAILABILITY

- 1.1 This Rate Schedule is available to any party (hereinafter called "the TABS Party") which has requested transportation aggregation balancing service ("TABS") pursuant to Section 18 of the General Terms and Conditions of Transporter's Tariff and, after review and acceptance of such Request for Service by Transporter, has entered into a Service Agreement with Transporter for service under this Rate Schedule TABS. Such Service Agreement shall be in the form contained in Transporter's FERC Gas Tariff of which this Rate Schedule TABS is a part.
- 1.2 Transporter shall not be required to perform service under this Rate Schedule TABS in the event all facilities necessary to render the requested service are not in existence at the time the request is made.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Service hereunder is available on any Day throughout the Year. This Rate Schedule permits the TABS Party to assume the primary responsibility of matching the tender and receipt of Gas by Transporter with scheduled quantities pursuant to a nomination under Transporter's applicable transportation or park and loan Rate Schedules. Deliveries into points identified on Transporter's Internet Web site as available for service under Rate Schedule TABS ("TABS Point") can be made by a nomination on the TABS Party's Service Agreement(s) under Rate Schedule TABS or by a nomination on the TABS Party's Service Agreement(s) under Rate Schedule PAL; receipts out of a TABS Point must be made on a transportation or park and loan Service Agreement(s) pursuant to transportation or park and loan Rate Schedule(s) contained in Transporter's Tariff. In addition, the TABS Party assumes the responsibility of assuring compliance with all terms and conditions governing the receipt of Gas by Transporter and Shipper's obligations with respect thereto.
- 2.2 Transporter shall permit the TABS Party to aggregate supply pursuant to this Rate Schedule TABS from any or all of the Point(s) of Receipt located on Transporter's mainline system and/or on a non-incremental lateral within segments of Transporter's system corresponding to the available TABS Points identified on Transporter's Internet Website.
- 2.3 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide service to Shipper pursuant to this Rate Schedule. Transporter is free to contract at any time with other parties for new transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of service hereunder.

3. NOMINATIONS AND SCHEDULING

- 3.1 Nominations to deliver Gas into a TABS Point must be submitted by the TABS Party on such TABS Party's Service Agreement under Rate Schedule TABS or on such TABS Party's Service Agreement under Rate Schedule PAL in accordance with Section 19 of the General Terms and Conditions of Transporter's Tariff.
- 3.2 Nominations to receive gas out of the TABS Point must be submitted in accordance with Section 19 of the GT&C of Transporter's Tariff using transportation and/or park and loan Service Agreement(s) pursuant to transportation and/or park and loan Rate Schedule(s) contained in Transporter's Tariff and shall be scheduled in accordance with Section 20 of the General Terms and Conditions of Transporter's Tariff.

RATE SCHEDULE TABS (continued)

3.3 The TABS Party shall specify a ranking for each transaction nominated into and out of its TABS Point. In the event that Transporter needs to balance quantities of Gas for any Gas Day to ensure that quantities of Gas scheduled into and out of the TABS Points are in balance ("force-balance"), Transporter shall utilize the most recent rankings provided by TABS Party for such Gas Day; if the TABS Party did not provide such rankings for all affected transactions, Transporter will reduce quantities of Gas on a prorata basis according to the nominated quantities for such Gas Day.

4. IMBALANCE RESOLUTION

4.1 Transporter has the right to force-balance the TABS Party's TABS Point within a specified tolerance as determined by the Transporter at any time during the Gas Day and/or at the end of the Gas Day. Shippers will be notified of the reduction set forth above.

4.2 If an imbalance exists between quantities of Gas delivered into the TABS Point and the quantities of Gas delivered out of the TABS Point at any time during the Gas Day, the TABS Party shall, prior to the nomination deadline for the applicable NAESB standard cycle described in Section 19.11(h) of the General Terms and Conditions or the end of such Gas Day, as applicable, submit such nomination(s) as are necessary to adjust its scheduled quantities in order to ensure that the quantities of Gas scheduled into and out of the TABS Point under the TABS Party's Service Agreement for such Gas Day are balanced. All or a portion of such imbalance quantity may be nominated as a park or a loan transaction. Without limiting Transporter's right to force-balance as provided in Section 4.1, Transporter shall also have the right to force-balance TABS Party's TABS Point at any time during the Gas Day or at the end of the Gas Day in accordance with Section 3.2 of this Rate Schedule.

4.3 Any monthly imbalance remaining after the operation of this Section 4 will be resolved in accordance with Section 23 of the General Terms and Conditions.

5. RESERVATIONS

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other Shippers. This TABS service is being offered in light of the single mainline transportation zone on Transporter's system and the configuration of the system, and Transporter reserves the right to make any changes to this service it deems necessary if there are changes in the future to mainline rate design or configuration.

6. GOVERNMENTAL AUTHORIZATIONS

Service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Transporter has filed or in which Transporter has agreed to participate.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Transporter's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the General Terms and Conditions and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control. For purposes of the applicable General Terms and Conditions of Transporter's FERC Gas Tariff, references to Shipper shall refer to the TABS Party.

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SHEET NOS. 61-99 RESERVED FOR FUTURE USE.

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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:

"Backhaul Service" shall mean firm service provided pursuant to Section 2.2 of Rate Schedule FTS or interruptible service provided pursuant to Section 2.1(b) of Rate Schedule ITS; such service shall consist of the receipt of Shipper's Natural Gas at a Point(s) of Receipt on Transporter's system east of the Noark Compressor Station and redelivery of an Equivalent Quantity of Natural Gas for Shipper's account at the Wilburton and/or Boiling Springs Point(s) of Delivery on Transporter's system.

"Btu" shall mean one (1) British Thermal Unit and "MMBtu" shall mean one million (1,000,000) Btus and shall equal one (1) Dekatherm.

"Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

"Central Clock Time" shall mean Central Standard Time except for that period when daylight saving time is in effect. During that period, Central Clock Time shall mean Central Daylight Time.

"Customer" shall mean a party to an agreement under any of Transporter's Rate Schedules, except where specifically precluded by the Rate Schedules.

"Day" or "Gas Day" shall mean a period of twenty four (24) consecutive hours, ending at 9:00 A.M., Central Clock Time.

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GENERAL TERMS AND CONDITIONS (continued)

"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 in the United States. The standard unit for Canada is Gigajoules. For commercial 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.)

"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.

"Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Transporter to Shipper to confirm the terms of the discount granted pursuant to Section 33 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

"EDI" shall mean Electronic Data Interchange in accordance with NAESB WGQ Standards.

"Elapsed-prorated-scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the Intra-day Nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

"Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

"Electronic Communication" shall mean the transmission of information via Transporter's LINK® System, Electronic Delivery Mechanism, or other mutually agreed communication methodologies used to transmit and receive information.

"Electronic Delivery Mechanism" or "EDM" shall mean the Electronic Communication methodology used to transmit and receive data related to Gas transactions. Transporter and Shipper shall designate an electronic "site" at which Shippers and Transporter may exchange data electronically. All data provided at such site shall be considered as being delivered to the appropriate party. Transporter's use and implementation of EDM shall conform to all appropriate NAESB WGQ standards.

"Equivalent Quantities" shall mean the thermal equivalent, in MMBtus, of the volume of Natural Gas delivered to Shipper by Transporter at the Point(s) of Delivery. Such volume is equal to the volume of Natural Gas received from Shipper at the applicable Point(s) of Receipt less the Fuel Usage and Lost and Unaccounted For Gas set forth in Transporter's Rate Schedules or Service Agreements.

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Transporter under the Natural Gas Act or any successor or replacement legislation.

"Fuel Usage" means the quantity of Natural Gas retained by Transporter for fuel usage, leakage, blow-down, and/or minor line pack fluctuations. Fuel Usage does not include Lost and Unaccounted For Gas.

"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, 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.

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GENERAL TERMS AND CONDITIONS (continued)

"Internet Website" shall mean Transporter's HTML site accessible via the Internet's World Wide Web located at <http://link.spectraenergy.com>.

"Intra-Day Nominations" shall mean 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.

"LINK® System" shall mean the LINK® Customer Interface System located at <http://link.spectraenergy.com>.

"LINK® System Subscriber" shall mean any entity, whether or not a Shipper, which has agreed to comply with the procedure for access to the LINK® Customer Interface System (hereinafter called the LINK® System), as more fully set forth in Section 34 of these General Terms and Conditions.

"Loan Point(s)" shall mean the point or points on Transporter's system that Transporter has designated for the purpose of loaning Natural Gas pursuant to Rate Schedule PAL.

"Long-Term Service Agreement" shall mean a Service Agreement with a primary term of one (1) Year or more from the effective date of the Service Agreement.

"Maximum Daily Delivery Obligation" or "MDDO" means the maximum daily quantity of Natural Gas, expressed in Dth, that Transporter is obligated to deliver on a primary firm basis from time to time a given Primary Delivery Point as specified in Exhibit B to Shipper's FTS Agreement.

"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 Shipper's PAL Agreement.

"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 Shipper's PAL Agreement.

GENERAL TERMS AND CONDITIONS (continued)

"Maximum Daily Quantity" or "MDQ" means the maximum amount of Natural Gas, expressed in Dth, that Transporter is obligated to deliver across a pipeline segment for Shipper on any Day, as specified in Exhibit B to Shipper's FTS Agreement or in Shipper's ITS Agreement, as applicable.

"Maximum Daily Receipt Obligation" or "MDRO" means the maximum quantity of Natural Gas, expressed in Dth, exclusive of Fuel Usage and Lost and Unaccounted For retention quantities, that Transporter is obligated to receive on any Day at each Primary Receipt Point specified in Exhibit A to Shipper's FTS Agreement.

"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 Shipper's PAL Agreement.

"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 Shipper's PAL Agreement.

"Mcf" shall mean one thousand (1,000) cubic feet of Natural Gas.

"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.

"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.

"Natural Gas" shall mean Natural Gas of the quality and pressures specified in Sections 4 and 5 of these General Terms and Conditions.

"Negotiated Rate" shall mean a rate or rate formula mutually agreed upon by Transporter and Shipper pursuant to Section 32 of these General Terms and Conditions with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rates.

"Nominations" shall mean a line item containing all defined components.

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GENERAL TERMS AND CONDITIONS (continued)

"OBA Party" shall mean the party with whom Transporter has entered into an Operational Balancing Agreement.

"Operational Balancing Agreement" ("OBA") shall mean a contract between two parties that specifies the procedures to manage operating variances at an interconnect between the two parties.

"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 Transporter's system or to maintain operations required to provide efficient and reliable firm service.

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

"Parking Point(s)" shall mean the point or points on Transporter's system that Transporter has designated for the purpose of parking Natural Gas pursuant to Rate Schedule PAL.

"Posted Point of Restriction" shall mean any point or segment on Transporter's system for which Transporter has posted on its Internet Website a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

"Point(s) of Delivery" 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.

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GENERAL TERMS AND CONDITIONS (continued)

"Point(s) of Receipt" 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. Shipper shall be permitted to combine multiple Primary Receipt Points specified in Exhibit B to its FTS 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 Point of Receipt 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 Point of Receipt 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 Point of Receipt no longer operationally feasible.

"Prearranged 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.

"Primary Path" shall mean as to a specific Service Agreement under Rate Schedule FTS, the segments along Transporter's transmission system from a Shipper's Primary Receipt Point(s) to that Shipper's Primary Delivery Point(s) where Shipper has the primary firm right to transport Natural Gas.

"Primary Delivery Point(s)" shall mean the Point(s) of Delivery on Transporter's system as specified in Exhibit B to Shipper's executed Service Agreement under Rate Schedule FTS with a designated MDDO.

"Primary Receipt Point(s)" shall mean the Point(s) of Receipt on Transporter's system as specified in Exhibit A to Shipper's executed Service Agreement under Rate Schedule FTS with a designated MDRO.

"Psia" shall mean pounds per square inch, absolute.

"Psig" shall mean pounds per square inch, gauge.

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GENERAL TERMS AND CONDITIONS (continued)

"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.

"Replacement Shipper" shall mean any party which acquires capacity in accordance with Transporter's capacity release program.

"Request for Service" shall mean the information submitted via the LINK® System by a Shipper that is requesting a new Service Agreement or an amendment to an existing Service Agreement.

"ROFR Agreement" shall mean one of the following:

- (1) a firm Service Agreement under one of Transporter's Rate Schedules contracted at the applicable maximum rate for that service either (a) for service for twelve (12) consecutive Months or more, or (b) for more than one (1) Year for a service which is not available for twelve (12) consecutive Months;
- (2) a firm Service Agreement which would otherwise qualify as a ROFR Agreement but for the fact that Shipper has been charged and paid a Negotiated Rate or a discounted rate during the term of such firm Service Agreement if (a) Shipper was charged and has paid a rate no less than the effective maximum recourse rate during the twelve (12) Months immediately prior to the latest applicable date on which Shipper or Transporter is required to give notice of termination (notice deadline) of the firm Service Agreement, and (b) Shipper pays a rate no less than the effective maximum recourse rate from such notice deadline until the termination date of the Service Agreement; provided, however, in no event shall the aggregate period of time contemplated by 2(a) and 2(b) extend more than twenty-four Months prior to the termination date of the Service Agreement; or
- (3) a firm Service Agreement under one of Transporter's Rate Schedules which firm Service Agreement is subject to a Negotiated Rate or a discounted rate that Transporter agrees, on a not unduly discriminatory basis, shall qualify as a ROFR Agreement, in which case such Negotiated Rate or discounted rate agreement shall expressly provide that the firm Service Agreement qualifies as a ROFR Agreement.

"Secondary Delivery Point(s)" shall mean, as to a specific Service Agreement under Rate Schedule FTS, all Point(s) of Delivery on Transporter's system which are not designated as Primary Delivery Point(s) on such Service Agreement.

"Secondary Receipt Point(s)" shall mean, as to a specific Service Agreement under Rate Schedule FTS, all Point(s) of Receipt on Transporter's system which are not designated as Primary Receipt Point(s) on such Service Agreement.

"Segment" shall mean a portion of the pipeline from a given point to an adjacent point.

"Segment Path Right" shall mean the quantity of Natural Gas for which Shipper has firm contractual entitlements within the Segment.

"Service Agreement" shall mean any agreement executed by Transporter and a Shipper for service under one of the Rate Schedules set forth in this FERC Gas Tariff.

"Shipper" shall mean the party receiving service pursuant to an executed Service Agreement under one or more of the Rate Schedules set forth in this FERC Gas Tariff.

"Short-Term Service Agreement" shall mean a Service Agreement with a primary term of less than one (1) year from the effective date of the Service Agreement.

"Transporter" shall mean Ozark Gas Transmission, L.L.C.

"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 ("AGA"), 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.
- 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 AGA Gas Measurement Report No. 3. The arithmetic average of hourly temperatures of Day shall be used in computing temperatures of the Natural Gas during each Day.

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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. All meters shall be installed and operated in accordance with the AGA Gas Measurement Committee Reports. 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. All installations of measurement equipment by a Shipper shall comply with Transporter's standards for Natural Gas measurement installations. Transporter and Shipper, in the presence of each other, shall have access to the other's measuring equipment at all reasonable times, but the calibrating and data retrieval shall be the Transporter's sole responsibility. 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

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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.

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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 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;

GENERAL TERMS AND CONDITIONS (continued)

- (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;
- (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 restriction of volumes shall be performed on receipt gas such that said dehydration facilities can accommodate dehydration functions. Under no circumstances at any Point of Receipt 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:
- (g) Shall be delivered at a temperature not in excess of one hundred twenty degrees Fahrenheit (120°F); 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.

GENERAL TERMS AND CONDITIONS (continued)

- 4.3 Failure to Meet Receipt Specifications. Should any gas tendered for delivery to Transporter at the Point(s) of Receipt 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 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 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.

GENERAL TERMS AND CONDITIONS (continued)

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. 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.
- 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 Exhibit B to the applicable FTS Agreement. Transporter shall not be obligated to deliver Natural Gas at the Primary Delivery Point(s) specified in Exhibit B to the applicable FTS Agreement at a pressure in excess of such delivery pressure.

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 Natural 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 delivered to Shipper or its agent by posting Shipper's final invoice on Transporter's LINK® System and posting a general notice of the availability of the final invoices on Transporter's Informational Postings Web site. Transporter will provide an e-mail notification, if an e-mail address has been designated by Shipper, contemporaneously with the posting of the final invoice on Transporter's LINK® System. It is the Shipper's responsibility to update e-mail address information provided to Transporter as necessary. Shipper may designate an agent to receive invoices and may designate such agent to receive the e-mail notifications of the availability of Shipper's final invoice on Transporter's LINK® System. 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 purposes is in the control of Shipper, it shall furnish such information to Transporter on or before the fifth (5th) Day of the Month.

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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; however, the adjustments do not have to be invoiced separately by production month nor is each production month a separate paper invoice page.

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 26, bill each Shipper for Natural 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.

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GENERAL TERMS AND CONDITIONS (continued)

- 6.4 Payment. Shipper shall pay Transporter by check or electronic transfer of federal funds no later than the tenth Day following receipt of the invoice from Transporter, the amount due for the preceding Month, except when such day is a Saturday, Sunday or bank holiday, in which case payment is due on the following Business Day. Shipper shall submit supporting documentation; if payment differs from the invoiced amount, remittance detail must be provided with the payment except when payment is made by electronic funds transfer, in which case the remittance detail is due within two Business Days of the payment due date. Transporter will apply parties' payment per the supporting 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.

GENERAL TERMS AND CONDITIONS (continued)

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 way 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.

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GENERAL TERMS AND CONDITIONS (continued)

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. 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 Fuel and Lost and Unaccounted For retention in accordance with this FERC Gas Tariff, 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. 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 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.

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GENERAL TERMS AND CONDITIONS (continued)

- 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.
- 8.3 From the time 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 Natural Gas in Transporter's pipeline system.

9. WAIVER

Transporter may waive any of its rights hereunder or any obligations of Shipper hereunder as to any specific default that has already occurred or in advance as to any specific temporary issue, on a case-by-case or generic basis and in a not unduly discriminatory manner; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character. No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provision of a Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

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GENERAL TERMS AND CONDITIONS (continued)

10. PRIORITIES OF SERVICE

- 10.1 Transporter shall have the right to restrict, curtail or discontinue services, in whole or in part, on all or a portion of its system at any time for reasons of Force Majeure or when capacity or operating conditions so require, or it is necessary to make modifications, repairs or operating changes to its system. Transporter shall provide Shipper notice of such restriction, curtailment or discontinuation as is reasonable under the circumstances. Notwithstanding anything to the contrary contained in this Section 10.1, Transporter will schedule routine repairs and maintenance in a manner that, to the greatest extent possible, will not disrupt the flow of quantities scheduled and confirmed in accordance with Sections 19 and 20 of these General Terms and Conditions.
- 10.2 Throughput Scheduling Priority: For each nomination cycle, Transporter shall schedule throughput capacity pursuant to Sections 20.1 and 20.2 of these General Terms and Conditions utilizing the priorities of service described below:
 - (a) Priority Class One: Among Rate Schedule FTS Nominations where such Nomination (or portion thereof) meets all of the following criteria:
 - (1) utilizes a Primary Receipt Point at which the nominated quantity (or portion thereof) is within the MDRO for such Primary Receipt Point;

GENERAL TERMS AND CONDITIONS (continued)

- (2) utilizes a Primary Delivery Point at which the nominated quantity (or portion thereof) is within the MDDO for such Primary Delivery Point;
 - (3) is within the Shipper's Segment Path Right for each Segment traversed by the Nomination.
- (b) Priority Class Two: Among Rate Schedule FTS Nominations where such Nomination (or portion thereof) does not meet the criteria of Section 10.2(a) above and such quantities of Natural Gas requested are within the Shipper's Segment Path Right at the Posted Point of Restriction.
- (c) Priority Class Three: Among Rate Schedule FTS Nominations where such Nomination (or portion thereof) does not meet the criteria of Section 10.2(a) above and such quantities of Natural Gas requested are not within the Shipper's Segment Path Right at the Posted Point of Restriction.

For purposes of determining whether a Nomination is Priority Class Two or Priority Class Three, Transporter shall consider a movement of Natural Gas from a Point of Receipt to a Point of Delivery which is counter to the Natural Gas flow contemplated by the Primary Receipt Point(s) and Primary Delivery Point(s) as outside the Shipper's Primary Path and classified as Priority Class Three. In addition, for any movement of Natural Gas that traverses one or more Segments in which the total nominated quantity for that contract exceeds the Segment entitlement for such Segment(s), the quantity in excess of the contractual entitlement shall be deemed to be outside of the Shipper's Primary Path for such Segment and classified as Priority Class Three.

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Superseding: First Revised Sheet No. 123

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- (d) Priority Class Four: Interruptible Transportation and Authorized Overrun. Transporter shall schedule limited capacity for Interruptible Shippers and authorized overrun Natural Gas nominated by Rate Schedule FTS and ITS Shippers on the basis of the rate paid by each Shipper (highest first); provided, however, that if two or more Shippers are paying the same rate, Transporter shall schedule limited capacity pro rata on the basis of nominations between or among such Shippers.

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- (e) Priority Class Five: Make-up Gas. Transporter shall only schedule make-up gas after scheduling all firm services and interruptible services, subject to the following priorities:
 - (1) Make-up gas for FTS Agreements, scheduled pro rata on the basis of Shipper nominations, if necessary.
 - (2) Make-up gas for ITS Agreements, scheduled pro rata on the basis of Shipper nominations, if necessary.
 - (3) Make-up gas for Operational Balancing Agreements, scheduled pro rata on the basis of OBA Party nominations, if necessary
 - (f) Priority Class Six: Park and Loan Service. Service under Rate Schedule PAL shall be confirmed only after all other services offered by Transporter are scheduled and confirmed, and shall be scheduled pro rata on the basis of highest daily revenue commitment to Transporter, if necessary. For purposes of calculating the daily revenue commitment under each Rate Schedule PAL Agreement, Shippers willing to pay more than the maximum rate listed on the currently effective Statement of Negotiated Rates for Rate Schedule PAL 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.
- 10.3 Receipt/Delivery Point Scheduling Priority: For each nomination cycle, Transporter shall schedule capacity at Point(s) of Receipt or Point(s) of Delivery pursuant to Sections 20.1 and 20.2 of these General Terms and Conditions utilizing the priorities of service described below:
- (a) Priority Class One: Among Rate Schedule FTS Nominations:
 - (1) For restrictions at Point(s) of Receipt, the Nominations (or portions thereof) for which the nominated quantity is within the MDRO at the point of restriction;
 - (2) For restrictions at Point(s) of Delivery, the Nominations (or portions thereof) for which the nominated quantity is within the MDDO at the point of restriction;
 - (b) Priority Class Two: Among Rate Schedule FTS Nominations where such Nomination (or portion thereof) does not meet the criteria of Section 10.3(a) above.
 - (c) Priority Class Three: [Intentionally left blank]

GENERAL TERMS AND CONDITIONS (continued)

- (d) Priority Class Four: Interruptible Transportation and Authorized Overrun. Transporter shall schedule limited capacity for Interruptible Shippers and authorized overrun Natural Gas nominated by Rate Schedule FTS and ITS Shippers on the basis of the rate paid by each Shipper (highest first); provided, however, that if two or more Shippers are paying the same rate, Transporter shall schedule limited capacity pro rata on the basis of nominations between or among such Shippers.
 - (e) Priority Class Five: Make-up Gas. Transporter shall only schedule make-up gas after scheduling all firm services and interruptible services, subject to the following priorities:
 - (1) Make-up gas for FTS Agreements, allocated pro rata on the basis of Shipper nominations, if necessary.
 - (2) Make-up gas for ITS Agreements, allocated pro rata on the basis of Shipper nominations, if necessary.
 - (3) Make-up gas for Operational Balancing Agreements, scheduled pro rata on the basis of OBA Party nominations, if necessary
 - (f) Priority Class Six: Park and Loan Service. Service under Rate Schedule PAL shall be confirmed only after all other services offered by Transporter are scheduled and confirmed, and shall be scheduled pro rata on the basis of highest daily revenue commitment to Transporter, if necessary. For purposes of calculating the daily revenue commitment under each Rate Schedule PAL Agreement, Shippers willing to pay more than the maximum rate listed on the currently effective Statement of Negotiated Rates for Rate Schedule PAL 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.
- 10.4 Storage Services. In the event Transporter's available storage capabilities are insufficient to allow Transporter to schedule all nominations for Firm Storage Service, Transporter shall schedule limited capacity pro rata on the basis of nominations. If, after scheduling all Firm Storage Service nominations, Transporter is unable to schedule all Interruptible Storage Service Nominations, Transporter shall schedule limited storage capabilities on the basis of each Shipper's contract price (highest first); provided, however, that if two or more Shippers are paying the same contract price, Transporter shall allocate limited storage capabilities pro rata on the basis of nominations between or among such Shippers. Transporter may restrict storage services on the basis of limited availability of storage capacity, injection capability or withdrawal capability.

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GENERAL TERMS AND CONDITIONS (continued)

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 Service Agreement, other than to make payments when due, and if such party gives notice to the other party reasonably describing the 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 condition, shall be excused from performance under the agreement; provided, however, that the party claiming Force Majeure shall endeavor to remedy such Force Majeure condition 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" is defined to include acts of God; severe weather or storm warnings; 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, alterations, relocation, or construction to machinery or lines of pipe; breakage or accident to machinery or lines of pipe; freeze-offs; 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 FERC Gas Tariff or an executed Service Agreement hereunder; inability to obtain rights-of-way; compliance with tariff provisions of upstream and 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 Force Majeure.

11.3 Service under this FERC Gas Tariff 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.

Substitute Original Sheet No. 126 Substitute Original Sheet No. 126

GENERAL TERMS AND CONDITIONS (continued)

11.4 Demand Charge Credits. If during any Month Transporter shall have failed, by reason of Force Majeure, to deliver for the account of a firm Shipper on any Day a quantity of Natural Gas (exclusive of Fuel Usage and Lost and Unaccounted For) 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 11.4; provided, however, that Shipper shall not be entitled to demand charge credits to the extent that Shipper utilizes secondary point service. 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 the applicable Rate Schedule and Shipper's Service Agreement for the Month in which the Firm Delivery Shortfall occurred. Transporter shall, however, reflect in the invoice rendered Shipper 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 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 Demand Charge which the allowance for return on equity and associated income taxes underlying Transporter's then-effective firm service reservation 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.

If Transporter curtails firm service for any reason other than Force Majeure, Shipper shall be entitled to full demand charge credits to the extent Transporter is unable to honor Shipper's Nominations; provided, however, that Shipper shall not be entitled to demand charge credits to the extent that Shipper utilizes secondary point service.

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Third Revised Sheet No. 127 Third Revised Sheet No. 127
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GENERAL TERMS AND CONDITIONS (continued)

12. FERC ANNUAL CHARGE ADJUSTMENT

12.1 For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 12 provides for an annual charge adjustment ("ACA") applicable to Transporter's Rate Schedules as set forth in this 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.

12.2 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.

13. STANDARDS OF CONDUCT, SERVICE AND COMPLAINT PROCEDURES

13.1 Transporter is not subject to 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. FERC's regulations provide that the Standards of Conduct are applicable to any interstate natural gas pipeline that "conducts transmission transactions with an affiliate that engages in marketing functions." 18 C.F.R. § 358.1(a). Transporter is not conducting transmission transactions with an affiliate that engages in marketing functions.

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First Revised Sheet No. 128 First Revised Sheet No. 128
Superseding: Original Sheet No. 128

GENERAL TERMS AND CONDITIONS (continued)

- 13.2 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 this FERC Gas Tariff. Shippers and potential Shippers may determine the availability of transportation service by reviewing the unsubscribed capacity postings on Transporter's Internet Website under Informational Postings or by submitting valid requests for such service to Transporter in accordance with Section 18 of these General Terms and Conditions. Shippers may determine the availability of a discounted transportation rate by submitting a request to Transporter pursuant to the provisions of Section 33 of these General Terms and Conditions.
- 13.3 Procedures Used to Inform Shippers of Availability of Capacity.
- (a) Shippers that have valid Service Agreements with Transporter may determine the capacity available for transportation by submitting Nominations to the Transporter in accordance with Section 19 of these General Terms and Conditions.
 - (b) General information regarding capacity on Transporter's system will be posted on Transporter's Internet Website under Informational Postings.

GENERAL TERMS AND CONDITIONS (continued)

- 13.4 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 this FERC Gas 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 directed to Transporter's Chief Compliance Officer via the contact information displayed on Transporter's Internet Website. 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) Transporter's Chief Compliance Officer 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, 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 Transporter's Chief Compliance Officer. 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, Transporter shall notify the complainant in writing of the status of the complaint within thirty (30) Days of its receipt. If Transporter's Chief Compliance Officer is unable to resolve the complaint, the complaint will be referred to the Transporter's legal counsel.

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GENERAL TERMS AND CONDITIONS (continued)

14. CAPACITY RELEASE PROGRAM

14.1 Subject to the provisions of this FERC Gas Tariff, any Shipper taking service under an executed Service Agreement under Rate Schedules FTS or FSS may release and subsequently recall and repute all or any portion of its capacity under such Service Agreement.

- (a) A Shipper under Rate Schedules FTS or FSS that desires to release capacity under this Section 14 must notify Transporter via the capacity release section of Transporter's LINK® System, of the following:
 - (1) whether the release is on a permanent or a temporary basis;

GENERAL TERMS AND CONDITIONS (continued)

- (2) the Releasing Shipper's Service Agreement under which capacity is being released;
- (3) the maximum and minimum quantity, expressed as a numeric quantity, per Day to be released (for purposes of bidding and awarding, the maximum/minimum rates specified by the Releasing Shipper shall include the tariff reservation rate and all demand surcharges, as a total number or as stated separately);
- (4) 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;
- (5) the minimum rate the Releasing Shipper is willing to accept, provided, however, a Releasing Shipper shall not be obligated to specify a minimum rate;
- (6) the Primary Receipt Point(s) and/or Primary Delivery Point(s), if applicable;
- (7) the Segment(s) and Primary Path Segment Rights to be released;
- (8) whether the release is subject to a right of recall or reput and, if recallable, (i) whether the recall rights are on a full Day or a partial Day basis, (ii) whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day, (iii) the recall notification period(s), as identified in Section 14.1(c) below, that will be available for use by the parties, and (iv) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Shipper;
- (9) for biddable releases, the bid evaluation method which shall be, at Shipper's option, one of the standard evaluation methods (highest rate, net revenue or present value) or an alternative Shipper defined bid evaluation method to be used by Transporter in selecting the best bid; provided, however, such alternative Shipper defined bid evaluation method shall be applicable to all Replacement or Prearranged Shippers, not unduly discriminatory and must be set forth with sufficient specificity that Transporter's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Transporter;
- (10) the Prearranged Shipper, if any, whether the Prearranged Shipper is affiliated with the Releasing Shipper, and whether the Prearranged Shipper is an asset manager (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3)) or a marketer participating in a state-regulated retail access program (as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4)), and, if the proposed release is part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect;
- (11) 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;
- (12) whether bids must be in dollars and cents or percentage of maximum rate;
- (13) for releases of storage capacity, a detailed description of any storage inventory that must be transferred with the storage capacity;
- (14) the tie-breaking method that should be used if the Releasing Shipper does not desire to use the method described in Section 14.4;
- (15) whether the Replacement Shipper is permitted to re-release any capacity acquired from the Releasing Shipper; and
- (16) other terms and conditions, if any.

GENERAL TERMS AND CONDITIONS (continued)

- (b) The following "Capacity Release Timeline" shall apply to all capacity releases:
- (1) For biddable releases of one (1) year or less:
- offers must 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)

GENERAL TERMS AND CONDITIONS (continued)

- (2) For biddable releases of more than one (1) year:
- offers must 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)
- (3) 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)

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)

- (4) The foregoing capacity release timelines are applicable to all parties involved in the capacity release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Prearranged or Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, and (2) there are no special terms or conditions of the release.
- (5) 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. If Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Natural Gas flow to occur at least one Gas Day later than under the standard timelines set forth in this Section 14.1(b).

GENERAL TERMS AND CONDITIONS (continued)

- (6) Notwithstanding the standard timelines specified in this Section 14.1(b), Transporter shall support a process to allow the Releasing Shipper and the Prearranged Shipper to create and finalize prearranged non-biddable capacity release transactions to be effective for a given Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.
- (7) Partial Day Release Quantity
- (a) The daily contractual entitlement that can be released by a Releasing Shipper for a partial day release is limited to the lesser of:
- (i) the quantity contained in the offer to release capacity submitted by the Releasing Shipper pursuant to Section 14.1(a); or
 - (ii) a quantity equal to the difference between the MDQ for the transportation contract, or the MDQ and MDWQ for the storage contract, as applicable, to be released by the Releasing Shipper and the quantity scheduled for that period of the day prior to the effective time of the release of the capacity, based upon the Elapsed-Prorated-Scheduled Quantity.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

- (b) If on the day of a partial day release the Releasing Shipper's existing scheduled quantity exceeds the MDQ, MSQ or MDWQ, as applicable, remaining on the Releasing Shipper's Service Agreement after the award of the partial day release, then the Releasing Shipper must reduce its nominated quantity to a quantity that is equal to or less than the MDQ, MSQ or MDWQ, as applicable, remaining on such Service Agreement.

GENERAL TERMS AND CONDITIONS (continued)

- (c) Recall Provisions. 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

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).

The Releasing Shipper's recall notification must be provided via the LINK® System and must specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

For recall notification provided to Transporter prior to the recall notification deadline specified in this Section 14.1(c) and received between 7:00 a.m. and 5:00 p.m., Transporter shall provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter shall provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time)

Transporter's notices of recalled capacity to all affected Replacement Shippers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Shipper contact person(s) identified in the Replacement Shipper's bid. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Transporter, each affected Replacement Shipper shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Shipper will be solely responsible for adjusting its supply and transportation and/or storage arrangements, which may be necessary as a result of such recall. Replacement Shippers involved in re-release transactions may receive notice slightly after the first Replacement Shipper receives notice. The recalling Releasing Shipper may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 19 of these General Terms and Conditions.

For recall notifications provided to Transporter during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1 or Intraday 2 recall notification period, the recall shall be effective at 5:00 p.m. CCT or 9:00 p.m. CCT, respectively, on the specified effective Gas Day.

GENERAL TERMS AND CONDITIONS (continued)

Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Shipper for a partial day recall is a quantity equal to the lesser of: (i) The quantity specified in the Releasing Shipper's notice to recall capacity; or (ii) The difference between the quantity released by the Releasing Shipper and the Elapsed Prorata Capacity. In the recall notification provided to Transporter by the Releasing Shipper, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intra-day capacity recall, Transporter shall determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity. The amount of capacity allocated to the Replacement Shipper(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Transporter shall not be obligated to deliver a combined quantity to the Releasing Shipper and the Replacement Shipper(s) that is in excess of the total daily contract quantity of the release.

- (d) 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. When capacity is recalled, it may not be reput for the same Gas Day. The deadline for notifying Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day.

GENERAL TERMS AND CONDITIONS (continued)

- (e) For releases of thirty-one (31) Days or less, if the Releasing Shipper identifies a Prearranged Shipper, and the Prearranged 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 award the capacity to the Prearranged Shipper. For released capacity to a Prearranged Shipper not subject to bidding, such Prearranged Shipper shall have the right to submit Nominations to Transporter at the next nomination opportunity pursuant to Section 19 of these General Terms and Conditions following notification to Transporter of such prearranged capacity release and Transporter will tender to Prearranged Shipper within one hour of such notification a contract with contract number regarding such capacity release. A firm Shipper may not roll-over, extend, or in any way continue a release to the same Replacement Shipper using the thirty-one (31) Days or less bidding exemption until twenty-eight (28) Days after the first release period has ended. The twenty-eight (28) Day hiatus does not apply to any re-release to the same replacement shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 284.8(h)(1) of the Commission's regulations).
- (f) For releases of thirty-one (31) Days or less, if the Releasing Shipper does not identify a Prearranged Shipper, or if the Releasing Shipper has identified a Prearranged Shipper and elects to use posting and bidding, the capacity release shall be subject to the time lines for posting and bidding set forth in Section 14.1(b). If the best bid(s) exceed(s) the bid agreed upon by the Prearranged Shipper, the Prearranged Shipper must notify Transporter that it will match the bid, subject to the timeline set forth in Section 14.1(b). If the Prearranged Shipper does not provide such timely notice, Transporter will award the capacity to the bidder(s) who submitted the best bid(s). The Prearranged Shipper must confirm the prearranged deal via the LINK® System or EDI.

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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(b), Transporter will post the terms and conditions of release on the LINK® System upon receipt. Transporter will conduct an open season according to the time line set forth in Section 14.1(b) above. Any person that desires to acquire capacity from a Releasing Shipper must submit a bid to Transporter via EDI or Transporter's LINK® System by the time set forth in Section 14.1(b) above. Transporter will post all bids received during the open season in a manner which will not reveal the identity of the bidder. 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 applicable demand rate; provided that the maximum rate ceiling shall not apply to a capacity release with a term of one year or less. 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 and submit a subsequent bid of the same capacity so long as the rate on the subsequent bid is no lower than the rate on 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 meets or exceeds the minimum conditions included by the Releasing Shipper in the notice of release. A Releasing Shipper shall not be able to specify an extension of the original bid period or prearranged deal match period, without posting a new release. A prearranged capacity release to an asset manager, as defined by FERC regulations at 18 C.F.R. § 284.8(h)(3), or to a marketer participating in a state-regulated retail access program, as defined by FERC regulations at 18 C.F.R. § 284.8(h)(4), shall be exempt from the foregoing bidding requirements (payments or other consideration made by a Releasing Shipper to an asset manager shall not be subject to the maximum rate ceiling).

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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(b) according to the best bid methodology selected by the Releasing Shipper. In the event the Releasing Shipper identifies a Prearranged Shipper for a capacity release with a term greater than one year, and the Prearranged 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 award the capacity to the Prearranged Shipper. If the Prearranged Shipper has not so agreed, and if the best bid(s) exceed(s) the bid agreed upon by the Prearranged Shipper, Transporter will notify the Prearranged Shipper by the applicable time set forth in the Capacity Release Timeline that it must notify Transporter that it intends to match the best bid(s) by the applicable time set forth in the Capacity Release Timeline. If the Prearranged Shipper provides such timely notice, Transporter shall tender to the Prearranged Shipper an addendum to the Capacity Release Umbrella Agreement, a Form of Service Agreement of which is contained in this FERC Gas Tariff, that sets forth the details of the capacity release transaction. If the Prearranged Shipper does not provide such timely notice, Transporter will award the capacity to the bidder(s) who submitted the best bid(s), best bid first, until all offered capacity is awarded, and shall tender an addendum to the Capacity Release Umbrella Agreement to each bidder to whom capacity has been awarded. Bids and offers will be binding until written or electronic notice of withdrawal is received.

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GENERAL TERMS AND CONDITIONS (continued)

- 14.4 In the event there is more than one best bid and no Prearranged Shipper has provided timely notice of an intent to match the best bids, Transporter will offer the capacity subject to the release in sequence to the bidders based on the time the best bids were submitted with the capacity first offered to the bidder that submitted a best bid first in time, until all capacity is awarded, unless the Releasing Shipper specified a different tie-breaking method in its offer to release capacity. In the event that more than one best bid was submitted at the same time, Transporter will offer available capacity to such bidders pro rata based on the quantity specified in such best bids.
- 14.5 All potential Replacement Shippers that desire to bid on released transportation capacity must pre-qualify with Transporter by (i) submitting the information required in a valid Request for Service submitted pursuant to Section 18 of these General Terms and Conditions, (ii) demonstrating Creditworthiness in the same manner and subject to the same standards and procedures as required for Shippers under Section 30 of these General Terms and Conditions, and (iii) executing, via the LINK® System, a Capacity Release Umbrella Agreement in the form contained in this FERC Gas Tariff. Once the conditions of this Tariff are met and the terms and conditions specified in the Replacement Shipper's offer to release are met, the Replacement Shipper will then be considered as any other Shipper on Transporter's system. Any such Replacement Shipper must comply with all provisions of this FERC Gas Tariff.

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GENERAL TERMS AND CONDITIONS (continued)

- 14.6 Transporter shall not award capacity release offers to a Replacement Shipper until and unless the Replacement Shipper meets the Transporter's creditworthiness requirements, as set forth in Section 30 of these General Terms and Conditions, applicable to all services that it receives from the Transporter, including the service represented by the capacity release.

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 Service Agreement, Transporter shall refund Replacement Shipper's deposit within thirty (30) Days.

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:
- (a) Notice to the Replacement Shipper regarding the Replacement Shipper's past due, deficiency, or default status pursuant to Transporter's tariff;
 - (b) Notice to the Replacement Shipper regarding the Replacement Shipper's suspension of service notice;
 - (c) Notice to the Replacement Shipper regarding the Replacement Shipper's contract termination notice due to default or credit-related issues; and
 - (d) 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 re-release capacity to other Shippers under the provisions of this Section 14 on the same terms and basis as the primary release (except as prohibited by regulations), unless the Releasing Shipper specified that such capacity may not be re-released; however, notwithstanding any such re-release of capacity, the Replacement Shipper that released capacity 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 its 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; provided; however, bids and offers must be complete before being posted. Only posted offers and bids will be available electronically. If the Releasing Shipper requests a later posting time for posting of such offer, the Transporter shall support such request insofar as it comports with the standard timeline set forth in Section 14.1(b).

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GENERAL TERMS AND CONDITIONS (continued)

14.10 [Reserved for Future Use]

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GENERAL TERMS AND CONDITIONS (continued)

Sheet No. 142 was previously issued,
but is now reserved for future use.

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GENERAL TERMS AND CONDITIONS (continued)

14.11 [Reserved for Future Use]

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

14.12 [Reserved for Future Use]

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GENERAL TERMS AND CONDITIONS (continued)

14.13 MARKETING FEES

- (a) 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.
- (b) If Transporter only posts the Releasing Shipper's firm capacity on its LINK® System or Internet Website, and does not actively market the released firm capacity, no marketing fee will be charged for the routine arrangement of transportation services.

15. PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

- 15.1 Except as provided in Section 15.3, Transporter shall have all necessary abandonment authorizations under the Natural Gas Act upon the (i) expiration of the contractual term, or (ii) termination of the Service Agreement under any of Transporter's Rate Schedules.

GENERAL TERMS AND CONDITIONS (continued)

- 15.2 Shipper's rights to extend service under a Rate Schedule FSS Agreement, including use of the ROFR process, 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.
- 15.3 Right of First-Refusal Process.
- (a) In the event that either Transporter or Shipper has provided notice to the other party of its desire to terminate a firm Service Agreement pursuant to the terms of such Service Agreement, Transporter shall post on its Internet Website a notice offering the firm capacity for bid. Such notice shall be posted within ten (10) Business Days after the deadline for the submittal of the notice to terminate the firm Service Agreement, as specified in Shipper's executed Service Agreement, and shall remain posted for a period of sixty (60) Days, during which time bids for the capacity are submitted via the LINK® System. Transporter's posting shall include the following information:
- (1) The specific quantity available under the ROFR Agreement;
 - (2) The Primary Receipt Point(s) and Primary Delivery Point(s);
 - (3) The current maximum rate(s) as set forth in Transporter's FERC Gas Tariff applicable to the ROFR Agreement;
 - (4) Any applicable restrictions; and
 - (5) The last day of the bidding period.

GENERAL TERMS AND CONDITIONS (continued)

- (b) Transporter shall have the option to establish a minimum acceptable rate (not to exceed the maximum applicable rate) for any capacity posted for bidding under the ROFR process before such capacity is posted. Transporter shall not be required to disclose the minimum rate at the time of posting, but a record of such rate must be maintained for a period of three (3) years for audit purposes.
- (c) Replacement Shippers who desire service to be provided by the capacity posted pursuant to Section 15.3 must submit bids for such capacity as described in the applicable posting no later than sixty (60) Days after Transporter posts an applicable notice pursuant to Section 15.3; such bids must be submitted online via the LINK® System. To be a valid bid, the Replacement Shipper must provide all information and data required by Sections 18.2 and 30 of these General Terms and Conditions.
- (d) Transporter may reject all bids which would require Transporter to discount below a rate and for discount period not agreeable to Transporter. In the event Transporter agrees to accept a rate that is less than the applicable maximum tariff rate, Shipper must submit a discount request online via the LINK® System and Transporter must approve such request pursuant to the provisions of Section 33 of these General Terms and Conditions in order for such rate to become effective.
- (e) At the close of the bidding period, Transporter shall review all bids from Replacement Shippers received pursuant to Section 15.3(c), which have not been rejected by Transporter, to determine which bid is the "best bid(s)". For purposes of this Section 15.3(e), the "best bid(s)" shall be the bid(s) which yields to Transporter the highest net present value. Net present value shall be calculated on the basis of the present value of the Reservation Charge per unit to Transporter except that under a Negotiated Rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In making the determination of net present value Transporter shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.
- (f) Within five (5) Business Days following the close of the bidding period, Transporter shall notify Shipper whether any bidder has bid a higher value for the capacity.

GENERAL TERMS AND CONDITIONS (continued)

- (g) Upon receipt from Transporter of the "best bid(s)", Shipper shall have the right for a period of five (5) Business Days to notify Transporter whether the Shipper is willing to match the "best bid(s)" for the capacity. Such notification must be submitted online via the LINK® System. In order to match the "best bid(s)", Shipper must agree to a rate up to the maximum rate and contract term that provide Transporter with at least the same net present value, for an equivalent amount of capacity, as the valid "best bid(s)" submitted by the Replacement Shipper(s); provided, however, the maximum rate a Shipper must match is the maximum rate the Transporter can charge for delivery under the Service Agreement which is subject to the Shipper's right to match the "best bid".
- (h) If Shipper elects to match the "best bid(s)" as determined pursuant to Section 15.3(e), Shipper shall be entitled to retain its capacity and continue to receive firm service under a new Service Agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)".
- (i) If Shipper fails to provide notice of its desire to meet the value of a bid properly submitted by a competing bidder, then, subject to the competing bidder's satisfaction of the applicable requirements of Transporter's FERC Gas Tariff and the execution of an appropriate Service Agreement under subparagraph (k) below, Transporter will provide transportation service to such competing bidder under the terms and conditions of the offer. Transporter may request a third party bidder to document its ability to furnish and maintain appropriate credit support, in accordance with Section 30 of Transporter's Tariff, before accepting the bid with the highest value. If Shipper does not match the "best bid(s)" within the five (5) Business Day period specified in Section 15.3(g) above, Shipper's right to match the "best bid(s)" for the capacity shall terminate and Transporter shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Shipper to match, Section 15.3(j) shall determine whether Shipper shall be entitled to retain its capacity and continue to receive service.

GENERAL TERMS AND CONDITIONS (continued)

- (j) In the event Transporter does not receive any bids pursuant to Section 15.3(c) or Transporter rejects all bids received due to the fact that such bids were premised on rate discount levels or rate discount periods unacceptable to Transporter, Transporter and Shipper may mutually agree upon the terms and conditions under which Shipper shall be entitled to retain its capacity and continue to receive service. In no event shall Transporter and Shipper agree upon terms which yield to Transporter a net present value less than any bid received pursuant to Section 15.3(c) and rejected by Transporter and in no event shall Transporter be obligated to sell capacity at less than the maximum lawful price for such capacity. In the event Transporter and Shipper have not reached agreement on the terms and conditions under which service will be extended, at Shipper's election, such election to be exercised prior to the date which is three (3) months before the termination date, Transporter shall tender and Shipper shall execute within twenty (20) days of receipt, a new Service Agreement reflecting service for all or part of the contractual quantity, so long as such Shipper agrees to pay the maximum rate; provided, however, if Transporter and Shipper mutually agree to a lower rate which yields to Transporter a net present value equal to or greater than any bid received pursuant to Section 15.3(c) and rejected by Transporter, the Shipper does not have to pay the maximum rate to retain the capacity.

GENERAL TERMS AND CONDITIONS (continued)

(k) If Shipper satisfies the requirements set forth in this Section 15.3, Shipper and Transporter shall execute a new Service Agreement reflecting the results of the ROFR bidding process. The new Service Agreement must meet all the requirements of the definition of ROFR Agreement for Shipper to continue to have the right of first refusal pursuant to Section 15.3.

(l) In the event Transporter and Shipper do not execute a new Service Agreement pursuant to the provisions of this Section 15.3, Transporter shall have all necessary pregranted abandonment authorization as to any part of the contractual quantity which is not covered by a new Service Agreement.

15.4 Capacity which is not subject to the right of first refusal claim pursuant to Section 15.3 shall be posted as available capacity on Transporter's Website.

16. OPERATIONAL FLOW ORDERS

16.1 Transporter shall provide prior notice, via posting on its Internet Website and to affected Shippers and point operators by Electronic Communication, of upcoming events that may affect Transporter's pipeline system such as anticipated weather patterns or operational situations that may necessitate the issuance of an Action Alert or Operational Flow Order ("OFO") pursuant to this Section 16.

GENERAL TERMS AND CONDITIONS (continued)

- 16.2 Transporter shall have the right to issue OFOs as specified in this Section 16 that require actions by Shippers/point operators in order (1) to alleviate conditions that threaten to impair Transporter's ability to provide reliable service, (2) to maintain pipeline operations at the pressures required to provide efficient and reliable service, (3) to have adequate Natural Gas supplies in Transporter's system to receive and deliver Natural Gas consistent with its firm transportation service obligations, (4) to maintain transportation service to all firm Shippers and for all firm transportation services, (5) to maintain Transporter's system in balance for the foregoing purposes, and (6) to maintain operating conditions necessary to allow receipts from and deliveries into interconnected pipelines. Transporter shall lift any effective OFO promptly upon the cessation of operating conditions that caused the relevant system problem(s). Routine repairs and maintenance will not be used as a basis for issuing OFOs. Transporter will plan routine repairs and maintenance by scheduling such activities in advance.
- 16.3 Transporter shall, to the extent practicable, take all reasonable actions necessary to avoid issuing an OFO. Such actions may include (1) working with point operators to temporarily adjust, by mutual agreement, receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Shippers/point operators to adjust, by mutual agreement, scheduled flows on Transporter's system, (3) issuing an Action Alert designed to mitigate the conditions which, if continued, would require the issuance of an OFO, or (4) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an OFO, Transporter will have the right to issue OFOs, if necessary, in the circumstances described in Sections 16.2 and 16.7.
- 16.4 Transporter shall issue an OFO or Action Alert as localized as is reasonably practicable based on Transporter's good faith judgment concerning the situations requiring remediation such that an OFO or Action Alert will be directed (1) to Shippers/point operators causing the problem necessitating the OFO or Action Alert or transporting Natural Gas in the area of Transporter's system in which there is an operational problem, and (2) to those Shippers/point operators transporting Natural Gas in the area of Transporter's system where action is required to correct the problem necessitating the OFO or Action Alert. Transporter will tailor the OFO or Action Alert to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 16.6 and 16.7.

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GENERAL TERMS AND CONDITIONS (continued)

- 16.5 All OFOs and Action Alerts will be issued via the communication methods described in Section 16.1 above. The OFO/Action Alert will set forth (1) the time and date of issuance and effectiveness, (2) the actions a Shipper/point operator is required to take, (3) the time by which a Shipper/point operator must be in compliance with the OFO/Action Alert, (4) the anticipated duration of the OFO/Action Alert, and (5) any other terms that Transporter may reasonably require to ensure the effectiveness of the OFO or Action Alert. Each Shipper and point operator must designate one or more persons for Transporter to contact on operating matters at any time, on a 24-Hour a Day, 365-Day a year basis. Such contact persons must have adequate authority and expertise to deal with such operating matters. If Transporter cannot contact any Shipper/point operator because that Shipper/point operator has failed to designate a contact person or Shipper's/point operator's contact person is unavailable, Transporter shall not be responsible for any consequences that result from its subsequent actions taken to alleviate the system problem. Transporter, however, will make reasonable continuing efforts to notify the affected Shipper/point operator. In addition to the other information contemplated by this Section 16.5, such notice shall also include information about the status of operational variables that determine when an OFO or Action Alert will begin and end, and Transporter shall post periodic updates of such information, promptly upon occurrence of any material change in the information. Transporter will post a notice on its Internet Website informing the Shipper/point operator when any OFO or Action Alert in effect will be cancelled and specifying the factors that caused the OFO or Action Alert to be issued and then lifted, to the extent such factors are known.

GENERAL TERMS AND CONDITIONS (continued)

- 16.6 In the event that, in Transporter's judgment, action is required to avoid a system integrity issue, Transporter may issue Action Alerts.
- (a) Issuance of Action Alerts: Action Alerts will be noticed in accordance with the procedures set forth in Section 16.5 and will be issued a minimum of four hours, or such shorter period of time as Transporter deems reasonable under the circumstances, prior to the required action by the Shipper/point operator.
 - (b) Required Actions: Action Alerts can be issued to effect any of the following:
 - (i) restriction or curtailment of interruptible services;
 - (ii) restrictions of receipts or deliveries at specific Point(s) of Receipt or Point(s) of Delivery covered by an Operational Balancing Agreement to the aggregate MDQ under the firm Service Agreements whose Primary Receipt Points and/or Primary Delivery Points are at the affected locations;
 - (iii) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert; and/or
 - (iv) any action required to maintain the integrity of Transporter's System.
- 16.7 In the event that (1) Shipper/point operator does not respond to an Action Alert, or (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, Transporter may periodically take unilateral action, including the curtailment of firm transportation service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this Section 16.7, the operational integrity of Transporter's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Natural Gas delivered. Notice of an OFO will be provided pursuant to and in accordance with Section 16.5 above.

GENERAL TERMS AND CONDITIONS (continued)

- 16.8 If a Shipper/point operator fails to comply with an Action Alert or OFO, the Shipper/point operator shall be subject to a penalty as follows: Action Alert penalty for each Dekatherm of Natural Gas by which Shipper/point operator deviated from the requirements of the Action Alert equal to the product of 200% times the "Index Price," as defined in Section 23 of these General Terms and Conditions, for each Day that said Action Alert is in effect. OFO penalty for each Dekatherm of Natural Gas by which Shipper/point operator deviated from the requirements of the OFO equal to the product of 500% times the Index Price for each Day that said OFO is in effect. Any penalty revenues received by Transporter as a result of the operation of this Section 16.8, net of Transporter's actual costs, shall be credited pursuant to Section 35 of these General Terms and Conditions.
- 16.9 Transporter shall not be liable for any costs or damages incurred by any Shipper/point operator in complying with an OFO. Transporter shall not be liable for any costs or damages that result from any interruption in Shipper's/point operator's service that is a result of a Shipper's/point operator's failure to comply promptly and fully with an OFO. Shipper/point operator shall indemnify Transporter against any claims of liability, provided, however, that Transporter shall use reasonable efforts to minimize any such costs or damages.

17. CONSTRUCTION OF FACILITIES AND GOVERNMENTAL APPROVALS

- 17.1 Transporter shall not be required to own, construct and install any additional or new facilities to perform any service requested by a Shipper under this Tariff. In the event Transporter agrees to own, construct and install facilities to perform services requested, including, but not limited to, hot tap, side valve, measurement, Natural Gas supply lateral lines, looping and/or compression facilities, Transporter shall do so on a not unduly discriminatory basis. Shipper shall reimburse Transporter (a) for the costs of such facilities installed by Transporter to receive, measure, transport or deliver Natural Gas for Shipper's account and (b) for any and all filings and approval fees required in connection with such construction that Transporter is obligated to pay to the Commission or any other governmental authority having jurisdiction. All facilities installed by Transporter under this Section 17 shall be owned and operated by Transporter.

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Original Sheet No. 154 Original Sheet No. 154

GENERAL TERMS AND CONDITIONS (continued)

17.2 Transporter may waive from time to time, at its discretion, all or a portion of the monetary reimbursement requirement set forth in Section 17.1 if it determines that construction of the facilities would be economic to Transporter, based on Shipper assurance of transportation throughput through the proposed facilities and other matters, as described below. All requests for waiver shall be handled by Transporter in a manner which is not unduly discriminatory. For purposes of determining whether a project is economic, Transporter will evaluate projects on the basis of various economic criteria, which may include, without limitation, the estimated incremental Transportation throughput; cost of the facilities: operating, maintenance, administrative and general expenses attributable to the facilities; the system net revenues (excluding FERC ACA charges) Transporter estimates will be generated subsequent to such construction; and the availability of capital funds on terms and conditions acceptable to Transporter. In estimating the system net revenues to be generated, Transporter will evaluate the existence of capacity limitations of the existing facilities, the marketability of the capacity, the location of the markets, the nature of the Transportation service, and other factors which impact the utilization of Transporter's system. Transporter will consider throughput to be incremental if the quantities that will be transported would not otherwise flow through Transporter's system.

17.3 If Shipper is required to pay all or a portion of the total cost of new facilities, Shipper's payment of the cost of the new facilities shall be calculated on the basis of the full cost of the new facilities, the tax burden to Transporter or its owners created by Shipper's payment of such costs to Transporter, 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 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.

GENERAL TERMS AND CONDITIONS (continued)

- 17.4 Any monetary reimbursement due Transporter from Shipper pursuant to this Section 17 shall be due and payable to Transporter prior to Transporter's commencement of construction of facilities to be constructed, unless otherwise agreed by Transporter, and within ten (10) Days of receipt by Shipper of Transporter's invoice(s) for same; provided, however, subject to Transporter's written consent, such monetary reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to exceed the primary contract term of any Service Agreement between Transporter and Shipper. Carrying charges shall be computed utilizing interest factors acceptable to both Transporter and Shipper. Unless Transporter and Shipper otherwise agree on interest factors for computing the carrying charges for new facilities, the interest rates determined by the Commission under Section 154.501(d) of the Commission's regulations shall apply.
- 17.5 Reservation of Capacity For Expansion/Extension Projects.
- (a) Transporter may elect to reserve for a future expansion/extension project any unsubscribed or unallocated capacity or capacity under expiring or terminating Service Agreements where such capacity is not subject to a right of first refusal or Shipper does not exercise its right of first refusal to retain the capacity. Transporter may only reserve capacity for a future expansion/extension project for which an open season has been or will be held within one (1) year of the date that Transporter posts such capacity as being reserved. Prior to reserving capacity for an expansion/extension project, such available capacity shall have been posted on the Informational Postings area of Transporter's Internet Website for at least five (5) Business Days. Capacity shall be awarded or allocated in accordance with the terms of the open season or this FERC Gas Tariff.
- (b) Capacity may be reserved for expansion/extension projects only for a 12-month period prior to Transporter filing for certificate approval for construction or acquisition of proposed expansion/extension facilities, and thereafter until all expansion/extension facilities related to the certificate filing are placed into service by Transporter.

GENERAL TERMS AND CONDITIONS (continued)

- (c) If Transporter reserves capacity for an expansion/extension project, it will notify Shippers of its intent as part of Transporter's posting of capacity on its Internet Website. Transporter's posting for reserved capacity for future expansion/extension projects shall include the following information:
- (1) a description of the project for which the capacity will be reserved;
 - (2) the total quantity of capacity to be reserved;
 - (3) the location of the proposed reserved capacity on the pipeline system;
 - (4) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids;
 - (5) the projected in-service date of new facilities; and
 - (6) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a right of first refusal.
- The posting shall remain open for not less than five (5) Business Days. Transporter will make reasonable efforts to update the reservation posting up to the in-service date of the project to reflect any material changes in the scope of the project. If unsubscribed capacity that has been posted for bid remains unsubscribed after posting, and if such unsubscribed capacity is insufficient to serve the expansion/extension project, the reservation posting or open season will include a non-binding solicitation for turnback capacity from Transporter's existing Shippers to serve the expansion/extension project. Transporter shall post on the Informational Postings area of its Internet Website a non-binding solicitation for expansion project related turnback capacity no later than 90 days after the close of an expansion project's open season specifying the minimum term for a response to the solicitation.
- (d) If there are material differences between the terms and conditions imposed on the expansion project open season and the mandatory pre-reservation open season, Transporter shall hold another open season for the available capacity that uses the same terms and conditions used for the expansion project open season. If the available capacity open season is held subsequent to the expansion open season, Transporter shall use the same terms and conditions used in the expansion open season.

GENERAL TERMS AND CONDITIONS (continued)

- (e) Any capacity reserved hereunder will be made available for transportation service pursuant to this FERC Gas Tariff on a limited-term basis up to the in-service date of the expansion/extension project. Transporter reserves the right to limit any extension rights provided in the Service Agreement commensurate with the proposed in-service date of any facilities.
- (f) Any capacity reserved for a project that does not go forward for any reason shall be reposted as generally available within 30 days of the date the capacity becomes available. The previously reserved capacity will become available when Transporter posts the capacity on the Informational Postings area of its Internet Website.

17.6 Governmental Approvals

- (a) 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 FERC Gas Tariff and any Service Agreement.
- (b) Transporter's and Shipper's obligations under this FERC Gas Tariff and any 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 a 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 Service Agreement.

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GENERAL TERMS AND CONDITIONS (continued)

18. REQUESTS FOR SERVICE

18.1 Specific requests for information concerning service(s) should be directed to:

Ozark Gas Transmission, L.L.C.
Attention: Marketing Department
P.O. Box 1642
Houston, Texas 77251-1642
1-800-827-LINK or in Houston, 713-989-LINK

Transporter shall provide the requested information orally, or in writing, as appropriate.

18.2 Request for Service

- (a) Persons desiring a new service or an amendment to existing service under one of Transporter's Rate Schedules set forth in Transporter's FERC Gas Tariff must be a LINK® System User pursuant to Section 34 of these General Terms and Conditions and must submit a Request for Service electronically via the LINK® System.
- (b) A request for a new service or an amendment to existing service shall contain the information specified in Transporter's Request for Service Information List, which can be viewed on Transporter's Internet Website, as such list may be revised from time to time. Requests to amend existing service that will affect a Shipper's financial obligations to Transporter, without regard to the impact of any applicable discount or Negotiated Rates, are referred to as Billing Amendments. Requests to amend existing service that will not affect a Shipper's financial obligations to Transporter, without regard to the impact of any applicable discount or Negotiated Rates, are referred to as Non-Billing Amendments. A Shipper requesting a new service or an amendment to existing service shall also provide the following to Transporter:
 - (1) Either at the time of the request for new service or an amendment to existing service is submitted to Transporter or at the time of execution of the Service Agreement, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements; and
 - (2) Within ten (10) Business Days of the submittal of the request for new service or a request for a Billing Amendment, any credit information required to be provided pursuant to Section 30 below.

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GENERAL TERMS AND CONDITIONS (continued)

18. REQUESTS FOR SERVICE

- (c) If Shipper does not submit the information required in Section 18.2(b) above within the required timeframes, the Request for Service shall be considered to be null and void. In addition, Transporter shall reject any Request for Service created in the LINK® System by Shipper, but not submitted to Transporter within ninety (90) days of Shipper's creation of such request.
 - (d) Persons desiring service under Transporter's Rate Schedule TABS are required to submit the information specified in Section 18.2(b) above to the extent applicable and necessary to effectuate such request for service.
- 18.3 Unless Transporter otherwise agrees, on a non-discriminatory basis, 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 received and construction of any required facilities is completed.
- 18.4 Firm capacity that is or becomes available on Transporter's system from time to time shall be allocated pursuant to the procedures set forth in this Section 18. Transporter will post available capacity before it provides such information to any potential Shipper. Transporter reserves the right to reject any Request for Service (i) at less than maximum rate, (ii) which may detrimentally impact the operational integrity of Transporter's system, and/or (iii) which contains terms and conditions other than those contained in Transporter's FERC Gas Tariff. If Transporter rejects any request for available capacity posted pursuant to this Section 18.4, Transporter will notify Shipper via e-mail of its reason(s) for such rejection.

GENERAL TERMS AND CONDITIONS (continued)

- 18.5 If Transporter cannot honor a Request for Service due to insufficient capacity, such request shall not be of a continuing nature. Transporter shall notify the prospective Shipper via e-mail of insufficient capacity. Thereafter, the prospective Shipper's request shall be deemed null and void.
- 18.6 A Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of a prospective Shipper's request for service. In the event that the Service Agreement is not executed by the prospective Shipper within the later of thirty (30) days after Transporter tendered the Service Agreement or the date of Transporter's acceptance of Shipper's Request for Service, the Service Agreement and the corresponding Request for Service shall be deemed to be null and void.
- 18.7 If Shipper is requesting service hereunder to be implemented pursuant to Section 311 of the Natural Gas Policy Act, Shipper, by executing the Service Agreement, certifies that it 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 or that the transportation will be "on behalf of" a local distribution company or intrastate pipeline company as required by the Natural Gas Policy Act and the Commission's regulations.

GENERAL TERMS AND CONDITIONS (continued)

- 18.8 Shipper shall be solely responsible for making 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 downstream of the Point(s) of Delivery necessary for Shipper to utilize services under this FERC Gas Tariff. As between Transporter and Shipper, Shipper shall be responsible for ensuring that such arrangements are compatible with Transporter's pipeline operations. Shipper shall coordinate such arrangements with Transporter's dispatchers.
- 18.9 Execution of Service Agreements and Amendments
- (a) A Service Agreement and/or an amendment to an existing Service Agreement shall be executed, as specified in this Section 18.9, by Shipper and Transporter following the completion of the approval process.
- (b) All interruptible Service Agreements, all amendments to interruptible Service Agreements, all firm Service Agreements with a term of one (1) year or less and all amendments to firm Service Agreements with a term of one (1) year or less shall be executed electronically via the LINK® System by Shipper and Transporter; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All firm Service Agreements with a term of more than one (1) year and all amendments to firm Service Agreements with a term of more than one (1) year shall be executed in writing. A Service Agreement shall be executed and, if required to be executed in writing, returned to Transporter, within fifteen (15) days of the tender of a Service Agreement by Transporter. In the event Shipper fails to submit a valid nomination for transportation pursuant to an interruptible Service Agreement within ninety (90) days after the later of (a) the date service is to commence, (b) the date the Service Agreement is fully executed by Shipper and Transporter, or (c) the date that the facilities, if any, to be constructed are ready for service, the Service Agreement and the corresponding Request for Service shall be considered null and void.

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- (c) For each of Transporter's firm Rate Schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Shipper and Transporter, the Exhibit(s) executed by Shipper and Transporter, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable Negotiated Rate agreement or Discount Confirmation will comprise the entire agreement between Shipper and Transporter.
 - (d) For each of Transporter's interruptible Rate Schedules, the Service Agreement executed electronically via the LINK® System by Shipper and Transporter, the Exhibit(s) executed by Shipper and Transporter, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable Negotiated Rate agreement or Discount Confirmation will comprise the entire agreement between Shipper and Transporter.
- 18.10 Extension of Service Agreements. Prior to the expiration of the term of a Part 284 service agreement and prior to Transporter's posting the availability of capacity under Transporter's Right of First Refusal provisions, if applicable, Transporter and Shipper may mutually agree to an extension of the term of the service agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner). In the event that the parties do not agree to an extension of the term of the Service Agreement as described in the previous sentence, Shipper shall retain any right of first refusal applicable to such Service Agreement.

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

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GENERAL TERMS AND CONDITIONS (continued)

19. NOMINATIONS

- 19.1 Shipper shall nominate Natural Gas by notifying Transporter of the daily quantity of Natural Gas in Dths it has available at each Point of Receipt and of the quantity of Natural 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, as defined in Section 2, and Lost and Unaccounted For Gas. All Nominations must include Shipper-defined begin dates and end dates. All nominations excluding Intra-Day Nominations should have roll-over options. 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 must be submitted via the LINK® System, unless otherwise agreed upon by Transporter and Shipper. 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 Natural Gas flow. Nominations must leave the control of the Shipper by 11:30 a.m. Nominations (including nominations from Title Transfer Tracking Service Providers (TTTSPs)) 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 Gas Day, Transporter will provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Transporter shall send an end of Gas Day scheduled quantity document. Receivers of the end of Gas Day scheduled quantity document can waive Transporter's sending of the end of Gas Day scheduled quantity document.
- 19.4 Transporter reserves the right to waive the Nominations deadline on a nondiscriminatory basis; however, any Nominations received after the nomination deadline stated in Section 19.3 above will be scheduled after Nominations received before the nomination deadline.

GENERAL TERMS AND CONDITIONS (continued)

- 19.5 All Nominations will be confirmed via the LINK® System 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 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.
- 19.6 The formula for calculating Fuel Usage and LAUF for Nominations is " $(1 - (\text{fuel \%} + \text{LAUF \%})/100)$ multiplied by receipt quantity = delivery quantity." The result of the calculation should be rounded to the nearest Dth for each Nomination. Transporter will not reject a Nomination 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 Nominations for a date range are received, each Day within that range is considered an original Nomination. When a subsequent Nomination is received for one or more Days within that range, the previous Nomination is superseded by the subsequent Nomination only to the extent of the Days specified. The Days of the previous Nomination outside the range of the subsequent Nomination are unaffected. Nominations have a prospective effect only.
- 19.8 Nominations for overrun quantities must be nominated as a separate transaction.
- 19.9 Shippers may provide rankings for Natural 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 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.

GENERAL TERMS AND CONDITIONS (continued)

- 19.10 Transporter will support the use of Package Identification ("ID") Codes for nominating, scheduling, confirming, allocating and sales invoices. Shipper may assign a Package Identification ("Package ID") to each Nomination. Transporter shall accept and process any Package ID submitted by Shipper.
- 19.11 Intra-Day Nominations.
- (a) There are two types of Intra-Day Nominations: (i) Nominations received during the Gas Day for the same Day of gas flow, and (ii) Nominations received after the Nominations deadline for the following Gas Day. All Shippers may make unlimited Intra-Day Nominations on a prospective basis prior to the end of the Gas Day, subject to confirmation by upstream and downstream parties; provided, however, such Intra-Day Nominations will be processed after Timely Nominations have been scheduled. 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 Point(s) of Receipt, 3) to change Point(s) of Delivery, and 4) to schedule new Point(s) of Receipt (supply) or Point(s) of Delivery (market). Intra-Day Nominations are permitted at all Point(s) of Receipt and Point(s) of Delivery.
 - (b) 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.
 - (c) Intra-Day Nominations do not rollover (i.e. Intra-Day Nominations span one Day only). Intra-Day Nominations do not replace the remainder of a standing Nomination. There is no need to re-nominate if an Intra-Day Nomination modifies an existing Nomination.
 - (d) Transporter will attempt to agree with the interconnected parties on the hourly flows for Intra-Day Nominations.

GENERAL TERMS AND CONDITIONS (continued)

- (e) Intra-Day Nominations submitted by firm Shippers have scheduling priority over nominated and scheduled volumes for interruptible Shippers during the Timely, Evening and Intraday 1 Nomination Cycles as set forth in NAESB Standard 1.3.2. Shippers that are bumped as a result of Intra-Day Nominations shall be notified in advance by Internet E-mail and posting on Transporter's Internet Website, and in accordance with this Section 19 , 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 Natural Gas is bumped during a non-critical period, for the day of the bump.
- (f) If Shipper submits an Intra-Day Nomination on the same Service Agreement which already has been scheduled to flow through a Posted Point of Restriction, such Intra-Day Nomination may be scheduled by Transporter provided that the Intra-Day Nomination has a scheduling sequence priority that is being scheduled and allowed to flow on the same Gas Day as the Intra-Day Nomination pursuant to Section 10 of the General Terms and Conditions and provided that the Intra-Day Nomination does not result in a net increase in the total volume scheduled on the Service Agreement through the Posted Point of Restriction on that Gas Day.
- (g) Elapsed-prorated-scheduled Quantity. With respect to Intra-Day Nominations for reductions in previously scheduled quantities, Transporter will accept, subject to the limitations set forth in Section 19.11(f), any explicitly confirmed quantity, down to and including zero, for such Intra-Day Nomination; provided, however, if such Intra-Day Nomination requires confirmation from an upstream and/or downstream interconnected pipeline then any Intra-Day Nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

GENERAL TERMS AND CONDITIONS (continued)

- (h) Minimum NAESB WGQ Nomination Standards. In the event the more flexible nomination procedures set forth in Sections 19.1 through 19.10 and Section 19.11(a) above are inapplicable for any reason, Nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 19.11(h). Transporter shall support the following standard nomination cycles:
- (1) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Shipper and point operator (central clock time on the day prior to flow).
 - (2) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Transporter (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

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

GENERAL TERMS AND CONDITIONS (continued)

- (3) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Transporter (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on gas day). Scheduled quantities resulting from Intraday 1 Nominations shall be effective at 5:00 pm on Gas Day.
- (4) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Transporter (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 pm for Transporter to provide scheduled quantities to affected Shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations shall be effective at 9:00 pm on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- (5) For purposes of this Section 19.11(h), "provide" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the Designated Site, and for purposes of other forms of transmittal, it shall mean send or post.

GENERAL TERMS AND CONDITIONS (continued)

20. SCHEDULING AND CURTAILMENT

20.1 Scheduling Capacity during a Start of Gas Day Nomination Cycle.

- (a) Transporter shall schedule its pipeline capacity as well as capacity at each Point of Receipt and Point of Delivery on the basis of the priority classes listed in Section 10 above as follows:
 - (1) Priority Class One Nominations pursuant to Section 10.2(a) or Section 10.3(a), as applicable; then
 - (2) Priority Class Two Nominations pursuant to Section 10.2(b) or Section 10.3(b), as applicable; then
 - (3) Priority Class Three Nominations pursuant to Section 10.2(c) or Section 10.3(c), as applicable; then
 - (4) Priority Class Four Nominations pursuant to Section 10.2(d) or Section 10.3(d), as applicable; then
 - (5) Priority Class Five Nominations pursuant to Section 10.2(e) or Section 10.3(e), as applicable; then
 - (6) Priority Class Six Nominations pursuant to Section 10.2(f) or Section 10.3(f), as applicable.
- (b) Ties within any Priority Class shall be allocated pro rata based on nominations.

20.2 Scheduling Capacity during an Intra-Day Nomination Cycle.

Transporter shall schedule available capacity during each of the Intra-day Nomination Cycles in accordance with Section 20.1 above. Bumping of interruptible service is not allowed during the Intra-day 2 Nomination Cycle which is effective at 9:00 p.m. on the same Gas Day and all cycles thereafter for the remainder of the Gas Day

GENERAL TERMS AND CONDITIONS (continued)

20.3 Curtailment of Scheduled Quantities during a Gas Day.

- (a) If, at any time, Transporter determines that the capacity of its system, or portion(s) thereof, is insufficient to serve all scheduled service, or to accept the quantities of Natural Gas tendered, capacity which requires curtailment shall be curtailed so as to provide the service which is feasible in the order prescribed for Scheduling in Section 20.1 above; provided, however, once scheduled, all firm Shipper nominations shall have the same curtailment priority. Transporter shall restrict limited capacity that is insufficient to meet all nominations within any priority category pro rata on the basis of nominations.
- (b) In the event that a capacity constraint occurs on an upstream or downstream system which results in a curtailment, the upstream or downstream operator shall determine the change in scheduled nominations of its Shippers. Such change in scheduled nominations shall be confirmed via the LINK® System or EDI.
- (c) To enable prompt action in an emergency situation where capacity is insufficient, Transporter shall have the authority to take all necessary and appropriate actions, as then may appear necessary, to preserve the operational integrity of its system. Transporter shall notify Shippers of the existence of any such emergency situation by use of Electronic Communication, as soon as it is reasonably practicable.

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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 Point(s) of Delivery transportation quantities in excess of the quantities scheduled by Shipper. If on any Day Shipper delivers to Transporter at the Point(s) of Receipt 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 Point(s) of Delivery 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 Natural 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 35 of these General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS (continued)

22. BALANCING OF TRANSPORTATION QUANTITIES.

22.1 Information regarding allocated quantities and Shipper/OBA Party imbalances is posted on Transporter's LINK® System on a daily basis. It shall be the responsibility of the Shipper or OBA Party, as applicable, to monitor such information and, if necessary, adjust deliveries of Natural Gas to Transporter and receipts of transportation Natural 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 Lost and Unaccounted For Gas. 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 Lost and Unaccounted For Gas.

22.2 IMBALANCE NETTING AND TRADING

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.

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22.3 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 22.3.
- (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. IMBALANCE RESOLUTION AND CASH-OUTS

Prior to or with the monthly transportation invoice, Transporter will render to each Shipper and/or OBA Party a statement detailing the unresolved imbalances. In the second month after the imbalances occurred, an invoice for the amount due Transporter or a credit of the amount due Shipper and/or OBA Party, as determined pursuant to this Section 23, will be rendered with the monthly transportation invoice pursuant to Section 6 of these General Terms and Conditions.

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Transporter and Shipper shall eliminate any monthly imbalances remaining after any netting or trading by Shipper (in accordance with Section 22.2 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%	1.40	.60

For example, if an under-supply imbalance percentage is 15%, 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 Shippers' 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 CenterPoint (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 the previously specified pipeline, or 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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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 Natural Gas to Transporter. Transporter will not impose an imbalance penalty when a prior period adjustment causes or increases a current Month penalty.

GENERAL TERMS AND CONDITIONS (continued)

24. UNAUTHORIZED DELIVERY IMBALANCE CHARGE.

Unauthorized deliveries are deliveries of Natural Gas made to Transporter at the Point(s) of Receipt prior to the execution of a Service Agreement or without proper nomination in accordance with 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, e-mail 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 35 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 Point(s) of Receipt, Transporter shall charge Shipper the actual replacement cost multiplied by such deficiency quantity at the Point(s) of Receipt. 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 Point(s) of Receipt, Transporter shall have the right to remove excess Natural Gas from its system in any manner deemed appropriate; provided however, that Transporter will select methods to remove such excess Natural Gas on a non-discriminatory basis and Transporter shall pay to Shipper any actual proceeds from sale of such excess Natural Gas. Nothing in this Section shall limit Transporter's right to take actions as may be required to adjust receipts and deliveries of Natural 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, on a basis which is not unduly discriminatory, to all similarly situated Shippers under like circumstances.

GENERAL TERMS AND CONDITIONS (continued)

26. PREDETERMINED ALLOCATIONS.

- 26.1 A Predetermined Allocation ("PDA") is an instruction from the participants in the scheduling process that is submitted in advance of Natural Gas flow that tells Transporter how much and in what order to allocate quantities of Natural Gas among the various participants in the scheduling process after Natural Gas has flowed. Transporter will permit upstream and downstream operators, and all owners of Natural Gas that submit a Nomination or confirmation, to submit a PDA for each Day. PDAs must be submitted prior to Natural 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 Natural Gas flow, Transporter will allocate Natural 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, swing, and operator provided value. Transporter will accept the PDA if operationally or administratively feasible. 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, operator provided value 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 post on its Internet Website those Point(s) of Receipt and Point(s) of 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 Natural 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. Allocations at Point(s) of Delivery will be performed at the lowest level of detail provided by Nominations and PDAs.
- 26.6 Any PDA submitted in accordance with the provisions set forth in this Section 26 shall be binding as to Transporter and as to each and every entity to whom gas is allocated at the Point(s) of Receipt and Point(s) of Delivery. Transporter shall not be liable to any Shipper or third party as a result of Transporter's reliance on any PDA received in accordance with the provisions set forth in this Section 26.

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Substitute First Revised Sheet No. 177 Substitute First Revised Sheet No. 177
Superseding: Original Sheet No. 177

GENERAL TERMS AND CONDITIONS (continued)

27. COMPLIANCE WITH NAESB WGQ STANDARDS.

Pursuant to Order No. 587-T promulgated by the Commission in Docket No. RM96-1-029, 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 this FERC Gas Tariff.

NAESB WGQ Version 1.8
0.1.1 through .3, 0.2.1 through .3
0.3.1 through .2, .11 through .15, 0.4.1
1.1.9, 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, .22, .23, .25, .27, .29
through .35,
.40 through .65
2.4.1 through .18
3.2.1
3.3.1 through .13, .15, 16, .17, .20 through .26
3.4.1 through .4
4.1.2, .6, .7, .16 through .24, .26 through .40
4.2.1 through .20
4.3.1 through .3, .5, .16 through .18, .20, .22 through .36, .38
through .62.,
65 through .69, .72 through .76, .78 through .87, .89 through
.93
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 .23
10.1.1 through .9, 10.2.1 through .38, 10.3.1, and 10.3.3 through
.25.

Transporter's incorporation of the foregoing standards is subject to the limited waiver FERC granted Transporter regarding an extension of time to implement EDI/EDM and FF/EDM communications until 90 days following a request that it provide such communications.

Effective Date: 08/01/2009 Status: Pending
FERC Docket: RP09-712-000

First Revised Sheet No. 177 First Revised Sheet No. 177
Superseding: Original Sheet No. 177

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 this FERC Gas Tariff.

NAESB WGQ Version 1.7
0.1.1 through .3, 0.2.1 through .3
0.3.1 through .2, .11 through .15, 0.4.1
1.1.9, 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, .22, .23, .25, .27, .29 through .35, .40 through .65
2.4.1 through .18
3.2.1
3.3.1 through .13, .15, 16, .17, .20 through .26
3.4.1 through .4
4.1.2, .6, .7, .16 through .24, .26 through .40
4.2.1 through .20
4.3.1 through .3, .5, .16 through .18, .20, .22 through .36, .38 through .62., 65 through .69, .72 through .76, .78 through .87, .89 through .93
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 .23
10.1.1 through .9, 10.2.1 through .38, 10.3.1, and 10.3.3 through .25.

Transporter's incorporation of the foregoing standards is subject to the limited waiver FERC granted Transporter regarding an extension of time to implement EDI/EDM and FF/EDM communications until 90 days following a request that it provide such communications.

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Second Revised Sheet No. 177 Second Revised Sheet No. 177
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GENERAL TERMS AND CONDITIONS (continued)

27. COMPLIANCE WITH NAESB WGQ STANDARDS.

Pursuant to Order No. 587-T promulgated by the Commission in Docket No. RM96-1-029, 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 this FERC Gas Tariff.

NAESB WGQ Version 1.8

0.2.1 through .3
0.3.1, .2, .11 through .15, 0.4.1
1.2.1 through .3, .8 through .11, .13 through .19
1.3.2(vi), .17, .18, .21, .22, .27, .28, .30, .31, .34 through
.77, .79
1.4.1 through .7
2.2.2 through 2.2.5
2.3.1, .2, .4, .8, .10, .15, .25, .27, .29, .30, .32 through .35,
.40 through .65
2.4.1 through .18
3.3.3, .5, .6, .12, .13, .20 through .26
3.4.1 through .4
4.2.1 through .20
4.3.1 through .3, .5, .16 through .18, .20, .22, .24 through .36,
.38 through .62, 65 through .69, .72 through .76, .78
through .87, .89 through .93
5.2.1, .2
5.3.4, .9 through .11, .17, .18, .20 through .22, .29 through
.43, .46, .47, .52
5.4.1 through .23
10.2.1 through .38, 10.3.1, and 10.3.3 through .25.

Transporter's incorporation of the foregoing standards is subject to the limited waiver FERC granted Transporter regarding an extension of time to implement EDI/EDM and FF/EDM communications until 90 days following a request that it provide such communications.

Recommendation WGQ 2008 Annual Plan Item 10 and Request No. R08026
4.3.23

Effective Date: 08/01/2009 Status: Effective
FERC Docket: RP09-849-000

First Revised Sheet No. 178 First Revised Sheet No. 178
Superseding: Original Sheet No. 178

GENERAL TERMS AND CONDITIONS (continued)

28. NON-CONFORMING AGREEMENTS

The following Service Agreements are being listed in accordance with Section 154.112(b) of the Commission's regulations. This list of Service Agreements will be updated to reflect new Service Agreements containing material, non-conforming provisions, with the exception of an extension in the term of one of the Service Agreements identified below.

Customer Name	Contract Number	Rate Schedule	Primary Term Begin Date
Southwestern Energy Services	1002608	FTS	08/01/2009

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.

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FERC Docket: RP08-617-000

Original Sheet No. 179 Original Sheet No. 179

GENERAL TERMS AND CONDITIONS (continued)

30. CREDITWORTHINESS.

30.1 Transporter shall not be required to (i) execute a Service Agreement with any Shipper which fails to meet Transporter's standards for creditworthiness, or (ii) initiate service for a Shipper which subsequently fails to meet Transporter's standards for creditworthiness, or (iii) continue service for any Shipper which is or has become insolvent or which, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness pursuant to Transporter's standards. The insolvency of a Shipper or prospective Shipper shall be conclusively demonstrated by the filing by Shipper, or any parent entity thereof or guarantor of Shipper, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper, or any parent entity thereof or guarantor of Shipper, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper, or any parent entity thereof or guarantor of Shipper, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper, or any parent entity thereof or guarantor of 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. Transporter may not take any action under this Section 30.1 which conflicts with any order of the U.S. Bankruptcy Court.

30.2 Transporter's acceptance of a service request and/or continuation of service is contingent upon Transporter's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section. To enable Transporter to conduct such credit appraisal, a prospective Shipper shall submit the information enumerated below, to the extent such information is applicable to such prospective Shipper; provided, however, that Transporter's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after Transporter's receipt of the material and information set forth below and a determination by Transporter that the prospective Shipper is sufficiently creditworthy. A prospective Shipper shall not be required to provide the foregoing information if prospective Shipper has an Acceptable Credit Rating, as defined in Section 30.7 of these General Terms and Conditions, or if prospective Shipper has agreed to provide

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FERC Docket: RP08-617-000

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GENERAL TERMS AND CONDITIONS (continued)

a Parental Guarantee or Financial Assurances, as those terms are defined in Section 30.7. Transporter shall maintain the confidentiality of any non-public information received from a prospective Shipper pursuant to this Section. A prospective Shipper shall be deemed creditworthy if the prospective Shipper has an Acceptable Credit Rating, if prospective Shipper has provided a Parental Guarantee or Financial Assurances, or if the prospective Shipper satisfies Transporter's credit appraisal criteria on the basis of an evaluation of the material provided by prospective Shipper pursuant to this Section. Shipper shall be required to maintain its creditworthiness at all times during the term of any Service Agreement under this FERC Gas Tariff.

30.3 If Transporter concludes that a prospective Shipper is not creditworthy, Transporter shall provide written notice to the prospective Shipper within ten (10) days after that determination is made. If requested by the prospective Shipper, Transporter shall provide a written explanation of the basis for its determination within five (5) days of such request. A prospective Shipper may challenge Transporter's determination by providing a written rebuttal in accordance with Section 30.5(f) of these General Terms and Conditions. Transporter shall respond to such a rebuttal in writing within five (5) business days in accordance with Section 30.5(g). Any reevaluation of creditworthiness by Transporter in response to such a rebuttal by a prospective Shipper shall be based on the creditworthiness criteria set forth in this Section.

30.4 A Shipper shall be required to provide the following to support Transporter's evaluation of Shipper's creditworthiness:

(a) Prospective Shipper shall provide current audited financial statements, annual reports, 10-K reports, interim financial statements with attestation by the Chief Financial Officer (or equivalent) that such statements are a true, correct and fair representation of prospective Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles and other filings with regulatory agencies which discuss the prospective Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;

GENERAL TERMS AND CONDITIONS (continued)

(b) Prospective Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that the prospective Shipper's obligations are being paid on a reasonably prompt basis;

(c) Prospective Shipper shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a prospective Shipper that is a debtor in possession operating under Chapter 11 of the U.S. Bankruptcy Code but only with adequate assurance that all amounts due post-petition will be paid promptly as an administrative expense pursuant to Bankruptcy Code section 503(b);

(d) Prospective Shipper shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;

(e) If prospective Shipper has an ongoing business relationship with Transporter, no delinquent balances shall be outstanding for services Transporter shall have previously performed and Shipper shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract;

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GENERAL TERMS AND CONDITIONS (continued)

(f) Prospective Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent;

(g) For prospective Shippers that are state-regulated local distribution companies, documentation provided by each state regulatory commission (or equivalent authority) having jurisdiction over the local distribution company's rates establishing the existence and effectiveness of an authorized gas cost recovery mechanism which (x) provides for full recovery of both gas commodity and transportation capacity costs and (y) is afforded regulatory asset accounting treatment in accordance with Generally Accepted Accounting Principles;

(h) A Statement of prospective Shipper's legal composition and a statement of the length of time Shipper's business has been in operation; and

(i) Such other information as may be agreed to by Transporter and prospective Shipper.

In the event prospective Shipper cannot provide any item of the information specified above, it shall, if applicable, provide that information for its parent company. Shipper shall also promptly provide such additional Shipper credit information as may be reasonably required by Transporter, at any time during the term Shipper's Service Agreement, to enable Transporter to determine Shipper's creditworthiness.

30.5 In addition to any other provisions in this Section 30 regarding creditworthiness or the establishment and maintenance of credit, Transporter and its Shipper shall adhere to the following procedures with regard to determining a Shipper's creditworthiness:

(a) 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 Shipper and designate to whom the response shall be sent. Transporter and Shipper may mutually agree to waive the requirements of this standard.

GENERAL TERMS AND CONDITIONS (continued)

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

(c) Shipper'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 Shipper shall provide all the credit information requested by the Transporter or provide the reason(s) why any of the requested information was not provided.

(d) Upon receipt from Shipper of all credit information provided pursuant to applicable NAESB WGQ standards, Transporter shall notify the Shipper's authorized representative(s) that it has received such information. Transporter and Shipper may mutually agree to waive the requirements of this standard.

(e) (i) Shipper shall designate up to two representatives who are authorized to receive notices regarding the Shipper'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. Shipper shall manage internal distribution of any creditworthiness notices that are received.

(ii) Transporter shall designate, on its Internet Website or in written notices to Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness. Shipper'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.

GENERAL TERMS AND CONDITIONS (continued)

(f) At any time after Shipper is determined to be noncreditworthy by Transporter, Shipper may initiate a creditworthiness re-evaluation by the Transporter. As part of Shipper's reevaluation request, Shipper shall either update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update shall include any event(s) that Shipper believes could lead to a material change in Shipper's creditworthiness.

(g) After Transporter's receipt of a Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Shipper's Request"), within five (5) Business Days, Transporter shall provide a written response to the Shipper'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 Shipper's Request unless specified in Transporter's tariff or if the parties mutually agree to some later date.

(h) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Shipper(s) and Transporter may mutually agree to other forms of communication in lieu of Internet e-mail notification.

30.7 Creditworthiness Definitions.

(a) "Acceptable Credit Rating" means a Credit Rating no lower than BBB- from Standard & Poor's Corporation or Baa3 from Moody's Investors Service, Inc.

(b) "Credit Rating" means the rating given to Shipper's unsecured long term debt by Standard & Poor's Corporation or Moody's Investors Service, Inc.

(c) "Material Adverse Change" means the failure of Shipper at any time to satisfy the requirements pertaining to creditworthiness set forth in this Section 30, to maintain an Acceptable Credit Rating or to maintain or reinstate a Parental Guarantee or one or more of the forms of Financial Assurances specified in Section 30.9, within five (5) days after written notice from Transporter.

GENERAL TERMS AND CONDITIONS (continued)

(d) "Financial Assurances" means one or more of the forms of credit support set forth in Sections 30.9(a), 30.9(b), and 30.9(c), in accordance with and in an amount as set forth in Section 30.7.

(e) "Parental Guarantee" means a Guarantee granted to Transporter by Shipper's direct or indirect parent (the "Guarantor"), which Guarantor shall have and maintain an Acceptable Credit Rating. The Guarantee shall be in a form reasonably acceptable to Transporter and shall in no event be limited in amount below the full dollar value specified for Shipper's Financial Assurances in Section 30.9.

30.8 If Shipper suffers a Material Adverse Change, then Shipper shall provide Transporter with a Parental Guarantee or one or more of the forms of Financial Assurances as set forth in this Section 30. If Shipper elects to provide a Parental Guarantee, Shipper shall provide the Parental Guarantee within five (5) Business Days of written notice from Transporter. Otherwise, Shipper shall (a) provide Financial Assurances within five (5) Business Days of written notice from Transporter in an amount equal to one month's worth of firm service reservation charges, one month's worth of Interruptible service charges calculated on a one hundred percent load factor basis and/or the market value of Shipper's loaned Natural Gas, each determined in the manner described in Section 30.9 below, as applicable; and (b) Shipper shall fully comply with the Financial Assurances provisions of Section 30.9 of these General Terms and Conditions by increasing the dollar amount of its Financial Assurances to the full amounts set forth in Section 30.9 within 30 days of Transporter's written notice. In the event Shipper is not deemed creditworthy in accordance with this Tariff and fails to provide or maintain a Parental Guarantee or Financial Assurances, Transporter may, at Transporter's election, (i) suspend performance until Shipper complies with the creditworthiness provisions of this Tariff, and/or (ii) terminate the Shipper's Service Agreement, provided that Transporter shall provide not less than thirty (30) days notice of such termination to the Shipper and to FERC. Shipper shall not be obligated to pay Transporter reservation charges for any suspended services during any period of suspension pursuant to this Section 30.8.

GENERAL TERMS AND CONDITIONS (continued)

30.9 A Shipper that does not have an Acceptable Credit Rating or is not otherwise deemed creditworthy by Transporter, or a Shipper that fails to maintain an Acceptable Credit Rating or no longer meets Transporter's criteria for being deemed creditworthy, may receive or continue to receive service if Shipper provides Transporter with a Parental Guarantee or one or more of the following forms of Financial Assurances:

(a) An irrevocable Letter of Credit, subject to the following:

(1) each Letter of Credit shall be in effect for the lesser of one (1) year or for the Term of the transaction plus 120 days. If the Term of the transaction plus 120 days is greater than one (1) year, Shipper shall ensure that its obligation to Transporter is secured continuously, and accordingly shall provide Transporter with a replacement Letter of Credit no later than 120 days prior to the expiration of the then-effective Letter of Credit. Transporter will return the expiring Letter of Credit to Shipper within five (5) days of the date the Replacement Letter of Credit becomes effective;

(2) each Letter of Credit shall be in form and substance satisfactory to Transporter, and shall provide for partial drawdowns and, without limiting the generality of the foregoing, shall be issued by a financial institution acceptable to Transporter that is rated at least A- by Standard & Poor's Corporation and A3 by Moody's Investors Service, Inc.; and

(3) in addition to all other remedies available to Transporter at law or in equity, if Shipper fails to provide a replacement Letter of Credit in accordance with this Section 30.9(a), Transporter may draw upon the expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Shipper under each or any of Shipper's Service Agreements.

GENERAL TERMS AND CONDITIONS (continued)

- (b) If Shipper has so requested, Transporter may accept other forms of Financial Assurances to secure Shipper's obligations under the Service Agreements, provided that Transporter may reject or accept such other forms of Financial Assurances in a manner that is not unduly discriminatory; or
- (c) Shipper shall prepay for service in an amount as set forth immediately below, provided that such prepayments shall be considered collateral held for security and not advance payments for services and that Shipper may deposit its prepayment funds into an interest-bearing escrow account established by Shipper granting Transporter access to the account for payment of services under Shipper's Service Agreement(s).

The dollar value of the Financial Assurances set forth above in this Section 30.9 to be provided by Shipper shall be in an amount equal to: (1) in the case of firm services to be provided by Transporter using existing facilities, reservation charges payable at the rate specified in Shipper's request for service or Service Agreement for a period of three (3) Months or the duration of Shipper's request for service or Service Agreement, whichever is shorter; (2) in the case of interruptible services, other than under Rate Schedule TABS, to be provided by Transporter using existing facilities, the interruptible charge(s) calculated on a one hundred percent (100%) load factor basis payable for a period of three (3) Months or the duration of the Shipper's Service Agreement, whichever is shorter; (3) in the case of service under Rate Schedule TABS, an estimated imbalance quantity of 5,000 Dth per Month for three (3) Months multiplied by the average of Transporter's cashout prices for the latest three (3) months; or (4) for service that requires Transporter to construct new facilities, an amount determined by Transporter prior to the start of construction that is reasonable in light of the risks of the construction project, not to exceed Shipper's proportional share of the cost of the facilities to be constructed (which amount shall be reduced as Shipper pays off the obligation for construction of new facilities); plus, for each of (1), (2) and (3), the market value of any quantities of Natural Gas loaned pursuant to Shipper's Service Agreement.

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Original Sheet No. 188 Original Sheet No. 188

GENERAL TERMS AND CONDITIONS (continued)

30.10 Shipper's obligation to maintain an Acceptable Credit Rating or to provide a Parental Guarantee or Financial Assurances shall continue for so long as the Parties are bound by the Service Agreements. This obligation shall terminate when Shipper has performed or satisfied all of its obligations under the Service Agreements and, upon such termination, Transporter shall return to Shipper, if applicable:

(a) a Parental Guarantee held by Transporter;

(b) the Letter of Credit and funds held by Transporter as security pursuant to Section 30.9(a) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Shipper to Transporter pursuant to the provisions of the Service Agreement(s);

(c) any credit support accepted by Transporter pursuant to Section 30.9(b); or

(d) any amount prepaid by Shipper pursuant to Section 30.9(c) not required to pay charges for service rendered under the Service Agreements.

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Original Sheet No. 189 Original Sheet No. 189

GENERAL TERMS AND CONDITIONS (continued)

31. MISCELLANEOUS

31.1 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.

31.2 Assignments. Either Transporter, Shipper or both may assign or pledge an executed 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 an executed 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.

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

31.4 Laws and Regulations. A Service Agreement executed pursuant to this Tariff and the obligations of the parties thereunder are subject to all present and future valid laws with respect to the subject matter thereof, either state or federal, and to all valid present or future decisions, orders, rules and regulations of all duly constituted governmental authorities having jurisdiction. Services provided under this Tariff are implemented pursuant to Transporter's blanket certificate issued pursuant to Section 7(c) of the Natural Gas Act.

GENERAL TERMS AND CONDITIONS (continued)

32. NEGOTIATED RATES

32.1. Availability

Shipper and Transporter may agree to negotiated rates that may be less than, equal to or greater than the maximum or minimum rates applicable to service under Rate Schedules FTS, ITS or PAL, as applicable; may be based on rate design other than straight fixed variable; and may include a minimum quantity, production dedication or other form of consideration. Under a Negotiated Rate, Shipper and Transporter may agree to rates that differ from the recourse rates for charges identified in Sections 3.2 and 3.3 of Rate Schedule FTS, Section 3.1 of Rate Schedule ITS or Sections 3.2 and 3.2 of Rate Schedule PAL, as applicable, and/or the fuel retention percentage identified in Section 3.4(b) of Rate Schedule FTS and Section 3.2(b) of Rate Schedule ITS. The applicable maximum rates shall be available to any Shipper that does not choose a Negotiated Rate.

32.2 Allocation of Capacity

Shippers paying a Negotiated Rate that exceeds the applicable 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.

32.3 Bidding for ROFR Capacity

The cap for bidding for capacity under the right of first refusal provisions in Section 15 of the General Terms and Conditions of this FERC Gas Tariff is the maximum recourse rate.

32.4 Capacity Release

Replacement Shippers may not bid or pay rates greater than the maximum applicable rates for capacity releases with a term of more than one year and are not eligible for Negotiated Rates. Capacity releases with a term of one year or less are not subject to the foregoing maximum applicable rate ceiling. 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.

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First Revised Sheet No. 190A First Revised Sheet No. 190A
Superseding: Original Sheet No. 190A

GENERAL TERMS AND CONDITIONS (continued)

32. NEGOTIATED RATES (continued)

32.5 Accounting Treatment

Transporter will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Transporter will keep separate and identifiable each quantity transported, billing determinant, rate component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

If, in a Negotiated Rate arrangement, Transporter negotiates a fuel retention percentage that is lower than the maximum rate level, Transporter will assume any under-recovery of retainage from Negotiated Rate Shippers in order to ensure that its recourse Shippers are not better or worse off as a consequence of Transporter's agreement to undertake Negotiated Rate arrangements with individual Shippers. To accomplish this, Transporter shall impute the recourse fuel retention percentage to Negotiated Rate Shippers' transportation quantities, or otherwise treat Negotiated Rate Shippers as if they were subject to the recourse fuel retention percentage, in performing any calculation of recourse fuel retention percentages or fuel retention quantities.

32.6 Documentation

Any Negotiated Rate agreed to by Transporter and Shipper pursuant to this Section 32 shall be implemented by Transporter's completion of a pro forma Statement of Negotiated Rates with the applicable Negotiated Rate-related provisions as described in Section 32.7 herein. Transporter shall tender such pro forma Statement of Negotiated Rates to Shipper together with a transmittal letter for counter-execution by Shipper, which transmittal letter shall have the sole purpose of memorializing Transporter's and Shipper's mutual agreement to the rate-related provisions reflected on such attached pro forma Statement of Negotiated Rates. After execution by both Transporter and Shipper, Transporter shall file a Statement of Negotiated Rates with the Commission which shall contain rate-related provisions identical to the rate-related provisions reflected on the pro forma Statement of Negotiated Rates agreed to by Transporter and Shipper. Any Negotiated Rate agreed to pursuant to this Section 32 shall become effective only after acceptance by the Commission; prior to such date the rate applicable to any such service shall be the maximum recourse rate.

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Second Revised Sheet No. 190B Second Revised Sheet No. 190B
Superseding: First Revised Sheet No. 190B

GENERAL TERMS AND CONDITIONS (continued)

32. NEGOTIATED RATES (continued)

32.7 Filing Requirement

Transporter will file, prior to the commencement of service under a Negotiated Rate agreement, a Statement of Negotiated Rates reflecting the Shipper's exact legal name, rate schedule, Negotiated Rate, the term of the Negotiated Rate, quantities, Point(s) of Receipt and Point(s) of Delivery to which the Negotiated Rate applies, the exact formula underlying a negotiated rate for any Negotiated Rate agreement, and any other rate-related terms that apply to the Negotiated Rate. Such Statement of Negotiated Rates shall also affirm that actual Negotiated Rate agreements do not deviate in any material respect from the form of service agreements.

32.8 Effect of Negotiated Rate

Shipper, by agreeing to a Negotiated Rate, acknowledges that the otherwise generally applicable maximum recourse rate(s) shall not apply or be available to Shipper for service under the applicable Service Agreement during the period for which the Negotiated Rate is effective, notwithstanding any adjustment to such generally applicable maximum recourse rate(s) which may become effective during the period for which the Negotiated Rate is effective. If, at any time during the period for which the Negotiated Rate is effective, Transporter is collecting its effective maximum recourse rate(s) subject to refund under Section 4 of the Natural Gas Act, Transporter shall have no refund obligation to Shipper even if the final maximum recourse rate(s) are reduced to a level below the Negotiated Rate. Shipper's right to receive credits relating to Transporter's penalty revenue or other similar revenue, if any, applicable to service on Transporter's system shall be governed by Transporter's FERC Gas Tariff and any applicable Commission orders and/or regulations.

GENERAL TERMS AND CONDITIONS (continued)

33. DISCOUNT TERMS

- 33.1 Any Shipper desiring a discount of the maximum recourse rates for service under any of Transporter's rate schedules must submit a valid request for such discount pursuant to the procedures of this Section 33. To be considered a valid request, Shipper must complete and submit a request for discount via the LINK® System, specifically including the information for all mandatory fields. Upon receipt of a valid request for a discount, Transporter will log such request and either deny or grant such request.
- 33.2 Transporter shall not be obligated to discount its rates for services under this FERC Gas Tariff. In the event that Transporter agrees to discount its maximum recourse rates under any of its rate schedules, Transporter and Shipper may agree to the types of discounts specified herein without such discounts constituting a material deviation from Transporter's pro forma Service Agreement. Transporter and Shipper may agree that a specified discounted rate will apply:
- (a) only to specified quantities under the Service Agreement;
 - (b) only if specified quantities are achieved or only with respect to quantities below a specified level;
 - (c) only during specified periods of the year or for a specifically defined period;
 - (d) only to specified points, combination of points, markets, transportation paths or other defined geographic area(s);
 - (e) only to reserves committed by Shipper;
 - (f) only in a specified relationship to the quantities actually delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered);
 - (g) so that the applicable rate may be adjusted in the following manner: when one rate component, which was equal to or within the applicable maximum and minimum recourse rates at the time Shipper received the Discount Confirmation pursuant to Section 33.4 below specifying the terms of the discount, subsequently exceeds the applicable maximum recourse rate or is below the applicable minimum recourse rate, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum recourse rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum recourse rate or are below the minimum recourse rate applicable to the rate component (such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised recourse rates; however, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable); and/or
 - (h) based upon published index prices for specific Point(s) of Receipt and/or Point(s) of Delivery or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon a single published index price or the differential between published index prices or arrived at by formula;
- provided that the discounted rate shall not change the underlying rate design, shall not include any minimum bill or minimum take obligation, and shall define the rate component to be discounted). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rates.

GENERAL TERMS AND CONDITIONS (continued)

- 33.3 In the event that Transporter rejects Shipper's request for a discounted rate, Transporter shall notify Shipper via e-mail of the reason for such rejection.
- 33.4 The terms of any discount request granted by Transporter pursuant to this Section 33 shall be transmitted by e-mail to Shipper in the form of a Discount Confirmation. The Discount Confirmation shall identify the applicable Shipper's name, contract number, rate schedule, term of the discount, discount rate, applicable quantities, Point(s) of Receipt and Point(s) of Delivery, and/or the pipeline path being discounted. The Discount Confirmation may also include other information required for posting under the Commission's regulations and other conditions consistent with Section 33.2. No particular discount transaction shall be contractually binding on either Transporter or Shipper until Transporter has confirmed the terms of the discount upon Transporter's e-mail to Shipper of the Discount Confirmation for the transaction, subject to the underlying Service Agreement being fully executed. All discounts granted shall be effective no sooner than the beginning of the next Gas Day following the Gas Day on which the request is granted by Transporter. Once the discount is contractually binding, the Discount Confirmation will constitute an addendum to the underlying Service Agreement. Each such addendum is an integral part of the underlying Service Agreement as if executed by both parties and fully copied and set forth at length therein.
- 33.5 If Transporter's recourse rates are subject to refund at any time during the effectiveness of a Discount Confirmation, with respect to the applicable discounted rate, Shipper shall be entitled to refunds of payments made by Shipper only in the event that the final, non-appealable maximum recourse rate, whether usage-based or reservation-based, as determined by the Commission for a given time period is lower than the rate actually paid by Shipper during such time period. Subject to the condition precedent set forth in the immediately preceding sentence, Shipper's principal refund amount shall be equal to (i) with respect to usage-based rates, the product of (aa) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, and (bb) the quantities of gas delivered to Shipper, or for Shipper's account, during the refund period; and (ii) with respect to reservation-based rates, the product of (cc) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, (dd) the MDQ covered by the discounted rate, and (ee) the number of months in the refund period (partial months shall be prorated for the number of days in the month that fall within the refund period and a discounted rate that is not a monthly rate shall be adjusted for purposes of this calculation to reflect the monthly equivalent of the rate).

GENERAL TERMS AND CONDITIONS (continued)

34. ELECTRONIC COMMUNICATIONS

34.1 System Description

- (a) Transporter provides for interactive Electronic Communications with its Shippers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement or has executed a LINK® System Agreement electronically via the LINK® System, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 34.4(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 34.3 below. A party to a LINK® System Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Transporter shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement on behalf of a party. For purposes of this Section 34 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes:
- (1) any Service Agreement pursuant to any of Transporter's Rate Schedules;
 - (2) any service agreement pursuant to any of the Rate Schedules of Algonquin Gas Transmission, LLC;
 - (3) any service agreement pursuant to any of the Rate Schedules of East Tennessee Natural Gas, LLC;
 - (4) any service agreement pursuant to any of the Rate Schedules of Egan Hub Storage, LLC;
 - (5) any contract between Shipper and Moss Bluff Hub, LLC;
 - (6) any service agreement pursuant to any of the Rate Schedules of Saltville Gas Storage Company L.L.C.;
 - (7) any service agreement pursuant to any of the Rate Schedules of Texas Eastern Transmission, LP; or
 - (8) a capacity release umbrella agreement between Shipper and any of the entities identified herein.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 2.

Transporter reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Transporter will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help features and to any information available on the LINK® System.

GENERAL TERMS AND CONDITIONS (continued)

- (b) The LINK® System provides on-line help, a search function that permits a party to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Transporter shall maintain and retain daily back-up records of the information displayed on the LINK® System and the web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety days after completion and will then be archived. Archived information will be made available by Transporter if possible within two weeks after receipt of a Shipper's request for such information. Information on the most recent entries will appear ahead of older information.
- (c) Shippers' Notices pursuant to Section 14 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Shipper via the LINK® System. Electronic Communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a trading partner agreement with Transporter, in addition to the agreements specified in Section 34.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of:
- (1) requesting service under Transporter's Rate Schedules set forth in Transporter's FERC Gas Tariff;
 - (2) executing, tracking and amending certain Service Agreements under Transporter's Rate Schedules set forth in Transporter's FERC Gas Tariff;
 - (3) providing nominations and viewing allocations and imbalances under all rate schedules as a Shipper of Transporter pursuant to the applicable rate schedule and the General Terms and Conditions;
 - (4) exercising its rights as a Shipper of Transporter pursuant to Section 15 of the General Terms and Conditions or submitting a bid as a Replacement Shipper of Transporter under such section;

GENERAL TERMS AND CONDITIONS (continued)

- (5) exercising its rights as a Shipper of Transporter pursuant to Section 14 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Shipper of Transporter pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section;
- (6) requesting a discount of the maximum recourse rate(s) for service under Transporter's rate schedules or viewing such discounts previously granted;
- (7) viewing those Point(s) of Receipt and Points(s) of Delivery that are subject to an Operational Balancing Agreement;
- (8) viewing and downloading operational data for any gas flow day on the second subsequent gas flow day;
- (9) viewing Transporter's notice of an OFO as contemplated by Section 16 of the General Terms and Conditions;
- (10) effectuating Imbalance Netting and Trading pursuant to Section 22.2 of the General Terms and Conditions;
- (11) such other functions as may be available on the LINK® System from time to time; and
- (12) viewing a list of the holders of TABS Service Agreements.

34.2 Information. Transporter shall post at least four times a day on the LINK® System and the web site information relevant to the availability of firm and interruptible capacity at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the web site will indicate whether the capacity is available from Transporter directly or through Transporter's capacity release mechanism as set forth in Section 14 of the General Terms and Conditions. The LINK® System and the web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK® System and the web site also include information allowed or required to be posted thereon by other provisions of the tariff, information that Transporter is required to post pursuant to the Commission's regulations, or other information Transporter chooses to post in furtherance of the operation of its system.

GENERAL TERMS AND CONDITIONS (continued)

34.3 Local Security Administrators

- (a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.
- (b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6) approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 34.5 and 34.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.
- (c) Transporter shall be entitled to rely upon the representation of the LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Transporter; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

GENERAL TERMS AND CONDITIONS (continued)

34.4 Authorized Use of LINK® System; Confidentiality

- (a) LINK® System Subscriber shall submit Contact Information to Transporter via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Transporter via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Transporter.
- (b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.
- (c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.
- (d) Transporter reserves the right to disable for due cause any USERID issued to any LINK® System User. Transporter shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Transporter. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Transporter will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.

GENERAL TERMS AND CONDITIONS (continued)

- (e) LINK® System Subscriber shall immediately notify Transporter of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@spectraenergy.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Transporter for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Transporter of the need to delete such Local Security Administrator.
- (f) Transporter warrants that, without the express consent of LINK® System Subscriber or as provided in Sections 14, 15 or 22 of the General Terms and Conditions, no Transporter employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

34.5 LINK® System Subscriber; Affiliated Companies

- (a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Transporter via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.

GENERAL TERMS AND CONDITIONS (continued)

- (b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 34.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Transporter. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 34.5(a) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Transporter reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Transporter.
- (c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 34.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 34.1(a) of these General Terms and Conditions.
- (d) It is the obligation of the LINK® System Subscriber to notify Transporter via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 34.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Transporter without consent from the non-requesting party.

GENERAL TERMS AND CONDITIONS (continued)

34.6 LINK® System Subscriber; Agency

- (a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Transporter via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Transporter may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.
- (b) In order for LINK® System Users of an Agent designated pursuant to Section 34.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 34.1(a) of these General Terms and Conditions.
- (c) Transporter may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 34.6(a) above. Transporter may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Transporter may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold harmless Transporter from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party associated with Transporter's reliance on Designation of Agency information provided pursuant to this Section 34.6.

GENERAL TERMS AND CONDITIONS (continued)

- (d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Transporter when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 34.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Transporter without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 34.6(a) above. Transporter shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

GENERAL TERMS AND CONDITIONS (continued)

- (e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Transporter as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Transporter that the agency relationship is terminated or superseded in accordance with Section 34.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Transporter and LINK® System Subscriber.

34.7 Liability

- (a) Transporter shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 11 of these General Terms and Conditions, that is not within the control of Transporter and which by the exercise of due diligence Transporter is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by Transporter and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Transporter based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.
- (b) LINK® System Subscriber shall defend, indemnify and hold harmless Transporter from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Transporter by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Transporter's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

GENERAL TERMS AND CONDITIONS (continued)

- 34.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Transporter utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Transporter will use electronic mail (e-mail) in order to facilitate certain notifications to Shippers as required by this FERC Gas Tariff. Shipper shall provide Transporter with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Section 16 of these General Terms and Conditions to post notices on the LINK® System, Transporter shall provide such notifications via e-mail communication to those Shippers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Transporter. Shipper shall be responsible for providing accurate e-mail notification information to Transporter, including timely updates to such information as necessary. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Transporter and Shipper.
- 34.9 Rights to LINK® System. Transporter or an affiliate of Transporter is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Transporter or an affiliate of Transporter) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 34 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System. As part of Transporter's continuing development of the LINK® System, third parties may desire to acquire rights to certain parts of the programming. Transporter will attempt to accommodate, when appropriate, requests by LINK® System Subscribers to license these rights for use in the LINK® System.

GENERAL TERMS AND CONDITIONS (continued)

35. PENALTY REVENUE CREDITING MECHANISM

The net revenues collected by Transporter for scheduling, imbalance and unauthorized delivery penalties (including penalties assessed pursuant to Action Alerts and OFOs), the net revenues or net costs attributable to cash-outs, and the net value or revenues 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.

Effective Date: 01/09/2010 Status: Effective

FERC Docket: RP10-232-000

Sheet Nos. 194 - 198 Sheet Nos. 194 - 198

SHEET NOS. 194 - 198 ARE RESERVED FOR FUTURE USE.

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FORMS OF SERVICE AGREEMENT
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Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 200 First Revised Sheet No. 200
Superseding: Original Sheet No. 200

FORM OF SERVICE AGREEMENT
UNDER RATE SCHEDULE FTS

Date: _____ Contract No. _____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Ozark Gas Transmission, L.L.C., ("Transporter") and _____ ("Shipper").

WHEREAS,

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

1. Transporter shall deliver and Shipper shall take and pay for service pursuant to the terms of this Service Agreement and subject to Transporter's Rate Schedule FTS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.

[IF SHIPPER AND TRANSPORTER AGREE THAT THE SERVICE TO BE PROVIDED IS BACKHAUL SERVICE ONLY, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT:

Transportation services rendered pursuant to this Service Agreement shall be limited to Backhaul Service pursuant to the provisions and restrictions set forth in Section 2.2 of Transporter's Rate Schedule FTS. If this election is made, Shipper shall not be permitted to forward haul Natural Gas on Transporter's system under this Service Agreement.]

2. The Primary Receipt Point(s) and Maximum Daily Receipt Obligation(s) (MDRO) are listed on Exhibit A attached hereto. The Maximum Daily Quantity (MDQ), Primary Delivery Point(s), and Maximum Daily Delivery Obligation(s) (MDDO) are listed on Exhibit B attached hereto. Exhibits A and B are incorporated herein by reference and made a part hereof.

3. This Service Agreement shall be effective as of _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall remain in force from year to year thereafter ("Renewal Term") unless terminated by either party upon _____ written notice [at least one hundred eighty (180) days prior notice for Long-Term Service Agreements, and at least one hundred eighty (180) days for subsequent notices for such Service Agreement; mutually agreeable for Short-Term Service Agreements] prior to the end of the Primary Term of any successive term thereof.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 201 First Revised Sheet No. 201
Superseding: Original Sheet No. 201

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

If this Service Agreement qualifies as a "ROFR Agreement" as defined in the General Terms and Conditions of Transporter's Tariff, the provision of a termination notice by either Shipper or Transporter, pursuant to this article 3 or the expiration of this Service Agreement of its own terms triggers Shipper's right of first refusal under Section 15 of the General Terms and Conditions of Transporter's Gas Tariff.

[If a contractual right of first refusal is agreed upon by Shipper and Transporter, the following sentence shall be included in Shipper's Service Agreement. Upon the notice of termination to be effective at the end of the Primary Term or any Renewal Term of this Service Agreement, Shipper shall have a contractual right of first refusal.]

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

4. Shipper shall pay Transporter the maximum allowable rate for service pursuant to this Service Agreement except as provided to the contrary during the specified term of a discounted rate or a Negotiated Rate to which Shipper and Transporter have agreed. 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.
5. 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.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 202 First Revised Sheet No. 202
Superseding: Original Sheet No. 202

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

6.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.This Service 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.This Service Agreement, upon its effective date, supersedes and cancels the Service Agreement(s) between the parties hereto as described below:

[none or an appropriate description]

9.Except as otherwise provided in Transporter's FERC Gas Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Shipper:

Transporter:

IN WITNESS WHEREOF, Transporter and Shipper have caused this Service Agreement to be duly executed by their duly authorized officers to be effective as of the date stated above.

Shipper: _____

OZARK GAS TRANSMISSION, L.L.C.

By: _____

By: _____

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 203 First Revised Sheet No. 203

Superseding: Original Sheet No. 203

Sheet No. 203 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 204 First Revised Sheet No. 204

Superseding: Original Sheet No. 204

Sheet No. 204 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 205 First Revised Sheet No. 205

Superseding: Original Sheet No. 205

Sheet No. 205 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 206 First Revised Sheet No. 206

Superseding: Original Sheet No. 206

Sheet No. 206 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective
 FERC Docket: RP09-1040-000

First Revised Sheet No. 207 First Revised Sheet No. 207
 Superseding: Original Sheet No. 207

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

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

 ("Shipper")

EFFECTIVE DATE	PRIMARY RECEIPT POINT NUMBER	PRIMARY RECEIPT POINTS	MDRO	RECEIPT PRESSURE
_____	_____	_____	_____	_____*
_____	_____	_____	_____	_____*
_____	_____	_____	_____	_____*

(Add additional lines if necessary)

* These spaces shall only be used in the event Transporter and Shipper agree to a pressure at a Primary Receipt Point in excess of 1,200 psig pursuant to Section 5.1 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Otherwise, Shipper shall not be required or permitted to deliver the Natural Gas at the Point(s) of Receipt at a pressure in excess of 1,200 psig.

Note: For Backhaul Service pursuant to Rate Schedule FTS, Section 2.2, all Primary Receipt Point(s) specified on this Exhibit must be at downstream locations on Transporter's system relative to the Primary Delivery Point(s) specified on Exhibit B of this Service Agreement.

Signed for Identification

Transporter: _____

Shipper: _____

Supersedes Exhibit A dated: _____

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 208 First Revised Sheet No. 208
Superseding: Original Sheet No. 208

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT (continued)

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

("Shipper")

EFFECTIVE DATE	PRIMARY DELIVERY POINT NUMBER	PRIMARY DELIVERY POINTS	MDDO	DELIVERY PRESSURE
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Maximum Daily Quantity ("MDQ") _____

(Add additional lines if necessary)

Note: For Backhaul Service pursuant to Rate Schedule FTS, Section 2.2, all Primary Delivery Point(s) specified on this Exhibit must be at upstream locations on Transporter's system relative to the Primary Receipt Point(s) specified on Exhibit A of this Service Agreement.

Signed for Identification

Transporter: _____

Shipper: _____

Supersedes Exhibit B dated: _____

Effective Date: 07/26/2009 Status: Effective

FERC Docket: RP09-787-000

First Revised Sheet No. 209 First Revised Sheet No. 209
Superseding: Original Sheet No. 209

Sheet No. 209 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 210 First Revised Sheet No. 210
Superseding: Original Sheet No. 210

Sheet No. 210 was previously issued,
but is now reserved for future use.

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 211 Original Sheet No. 211

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 I

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 II

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.

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 212 Original Sheet No. 212

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

ARTICLE III
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 IV
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.

FORM OF FIRM STORAGE SERVICE AGREEMENT (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 FSS, this Agreement shall be effective as of _____ and shall continue for a primary term through _____.

5.2 Rollover and Right of First Refusal ("ROFR"). This Agreement shall be subject to the Rollover and ROFR rights set forth in this Section 5.2 if either of the following two blanks are checked (if neither blank is checked, the Agreement shall expire at the end of its primary term):

_____ This Agreement has a term of one Year or longer and provides that service shall be furnished at maximum applicable rates under Transporter's Tariff. Transporter has not reserved the subject capacity for an expansion or extension project pursuant to Section 17.5 of the General Terms and Conditions of its Tariff.

_____ This Agreement has a term of one Year or longer and Transporter and Shipper have agreed that this Agreement shall afford Shipper Rollover and ROFR rights (Transporter shall negotiate the optional inclusion of Rollover and ROFR rights on a not unduly discriminatory basis).

The term of this Agreement shall automatically be extended ("Rollover") 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. Any such notice shall also state whether Shipper desires to initiate the ROFR process and, if so, the rates that Shipper offers to pay, the capacity Shipper desires to retain (not to exceed the MDQ under this Agreement) and the contract term Shipper desires under the ROFR process. Upon the receipt of Shipper's notice, Transporter shall conduct the ROFR process as set forth in Section 15 of the General Terms and Conditions of its Tariff.

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 214 Original Sheet No. 214

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

5.3 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 expiration or termination of all other parts of this Agreement until such time as such balancing has been accomplished.

ARTICLE VI

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.

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 VII

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.

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

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 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.

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 Natural Gas by Transporter for Shipper.

Effective Date: 11/01/2008 Status: Effective

FERC Docket: RP08-617-000

Original Sheet No. 216 Original Sheet No. 216

FORM OF FIRM STORAGE SERVICE AGREEMENT (continued)

ARTICLE IX

NOTICES

9.1 Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

If to Shipper:

Phone: _____
Fax: _____
e-mail: _____

If to Transporter:

Ozark Gas Transmission, L.L.C.
110 West Seventh, Suite 2300
Tulsa, OK 74119
Attn: _____
Phone: _____
Fax: _____
e-mail: _____

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 217 Original Sheet No. 217

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 third Business Day following the date on which same was deposited in the United States mail, addressed in accordance with this Article IX. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Central Time. Notice received before 5 p.m. Central Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Central Time shall be deemed effective the day following receipt. 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 _____

"SHIPPER"

By _____

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 218 Original Sheet No. 218

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 Usage and Lost and Unaccounted For Retention

Injection _____%

Withdrawal _____%

Dated for Identification: _____

Page 1 of 2

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 219 Original Sheet No. 219

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:

Page 2 of 2

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 220 First Revised Sheet No. 220
Superseding: Original Sheet No. 220

FORM OF SERVICE AGREEMENT UNDER RATE SCHEDULE ITS

Date: _____ Contract No. _____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Ozark Gas Transmission, L.L.C., ("Transporter") and _____ ("Shipper").

WHEREAS,

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

1. Transporter shall deliver and Shipper shall take and pay for service pursuant to the terms of this Service Agreement and subject to Transporter's Rate Schedule ITS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.

[For a Service Agreement for backhaul service only, add the following sentence. IF SHIPPER AND TRANSPORTER AGREE THAT THE SERVICE TO BE PROVIDED IS BACKHAUL SERVICE ONLY, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN SHIPPER'S SERVICE AGREEMENT:

Transportation services rendered pursuant to this Service Agreement shall be limited to Backhaul Service pursuant to the provisions and restrictions set forth in Section 2.1(b) of Transporter's Rate Schedule ITS. If this election is made, Shipper shall not be permitted to forward haul Natural Gas on Transporter's system under this Service Agreement.]

2. Maximum Daily Quantity ("MDQ") _____ Dth

3. This Service Agreement shall be effective as of _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall remain in force from _____ to _____ thereafter until terminated by either party upon at least _____ prior written notice to the other specifying a termination date.

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

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Second Revised Sheet No. 221 Second Revised Sheet No. 221
Superseding: First Revised Sheet No. 221

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT (continued)

4. Shipper shall pay Transporter the maximum allowable rate for service pursuant to this Service Agreement except as provided to the contrary during the specified term of a discounted rate or a Negotiated Rate to which Shipper and Transporter have agreed. 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.
5. 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.
6. This Service 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. This Service Agreement, upon its effective date, supersedes and cancels the Service Agreement(s) between the parties hereto as described below:

[none or an appropriate description]
8. Except as otherwise provided in Transporter's FERC Gas Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Shipper:

Transporter:

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Second Revised Sheet No. 222 Second Revised Sheet No. 222
Superseding: First Revised Sheet No. 222

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT continued)

IN WITNESS WHEREOF, Transporter and Shipper have caused this Service Agreement to be duly executed by their duly authorized officers to be effective as of the date stated above.

Shipper: _____

OZARK GAS TRANSMISSION, L.L.C.

By: _____

By: _____

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

Second Revised Sheet No. 223 Second Revised Sheet No. 223
Superseding: First Revised Sheet No. 223

Sheet No. 223 was previously issued,
but is now reserved for future use.

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FERC Docket: RP09-1040-000

First Revised Sheet No. 224 First Revised Sheet No. 224
Superseding: Original Sheet No. 224

Sheet No. 224 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 225 First Revised Sheet No. 225

Superseding: Original Sheet No. 225

Sheet No. 225 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 226 First Revised Sheet No. 226

Superseding: Original Sheet No. 226

Sheet No. 226 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 227 First Revised Sheet No. 227

Superseding: Original Sheet No. 227

Sheet No. 227 was previously issued,
but is now reserved for future use.

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FERC Docket: RP09-1040-000

Second Revised Sheet No. 228 Second Revised Sheet No. 228
Superseding: First Revised Sheet No. 228

Sheet No. 228 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 229 First Revised Sheet No. 229
Superseding: Original Sheet No. 229

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

Date: _____ Contract No. _____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Ozark Gas Transmission, L.L.C., ("Transporter") and _____ ("Shipper").

WHEREAS,

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

1. Transporter shall deliver and Shipper shall take and pay for service pursuant to the terms of this Service Agreement and subject to Transporter's Rate Schedule PAL and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.
2. The Maximum Daily Parking Quantity or Maximum Daily Loan Quantity, the Maximum Total Parking Quantity or Maximum Total Loan Quantity, and the Parking Point(s) or Loan Point(s), as applicable to each specific transaction, are identified in Exhibit(s) A to this Service Agreement. Shipper shall initiate a request for each park or loan service transaction by executing and delivering to Transporter one or more Exhibit(s) A. Exhibit(s) A is incorporated herein by reference and made a part hereof.
3. This Service Agreement shall be effective as of _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall remain in force from _____ to _____ thereafter until terminated by either party upon at least _____ prior written notice to the other specifying a termination date.

Any portions of this Service Agreement necessary to correct or resolve a PAL account balance under this Service Agreement shall survive the expiration or termination of all other parts of this Service Agreement until such time as such balance has been corrected or resolved.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 230 First Revised Sheet No. 230
Superseding: Original Sheet No. 230

FORM OF PAL SERVICE AGREEMENT (continued)

4. Shipper shall pay Transporter the maximum allowable rate for service pursuant to this Service Agreement except as provided to the contrary during the specified term of a discounted rate or a Negotiated Rate to which Shipper and Transporter have agreed. 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.
5. 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.
6. This Service 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. This Service Agreement, upon its effective date, supersedes and cancels the Service Agreement(s) between the parties hereto as described below:

[none or an appropriate description]
8. Except as otherwise provided in Transporter's FERC Gas Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Shipper or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Shipper:

Transporter:

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 231 First Revised Sheet No. 231
Superseding: Original Sheet No. 231

FORM OF PAL SERVICE AGREEMENT (continued)

IN WITNESS WHEREOF, Transporter and Shipper have caused this Service Agreement to be duly executed by their duly authorized officers to be effective as of the date stated above.

Shipper: _____

OZARK GAS TRANSMISSION, L.L.C.

By: _____

By: _____

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 232 First Revised Sheet No. 232
Superseding: Original Sheet No. 232

Sheet No. 232 was previously issued,
but is now reserved for future use.

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FERC Docket: RP09-1040-000

First Revised Sheet No. 233 First Revised Sheet No. 233

Superseding: Original Sheet No. 233

Sheet No. 233 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

First Revised Sheet No. 234 First Revised Sheet No. 234
Superseding: Original Sheet No. 234

Sheet No. 234 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

First Revised Sheet No. 235 First Revised Sheet No. 235
Superseding: Original Sheet No. 235

FORM OF PAL SERVICE AGREEMENT (continued)

EXHIBIT A DATED _____
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 PAL Transaction under the following terms:

Term of PAL Transaction:

Service beginning on _____, ____

Service ending on _____, ____

Parking Point(s) _____

Loan Point(s) _____

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP08-617-000

Original Sheet No. 236 Original Sheet No. 236

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: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

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

Sheet No. 237 was previously issued,
but is now reserved for future use.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 238 Original Sheet No. 238

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FTS AND FSS

This Umbrella Service Agreement, made and entered into this ____ day of _____, by and between _____ (herein called "Replacement Shipper"), and OZARK GAS TRANSMISSION, L.L.C., an Oklahoma Limited Liability Company (herein called "Transporter"),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Shipper and Transporter hereby agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Shipper to be on Transporter's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 14 of Transporter's General Terms and Conditions, and this Umbrella Service Agreement is effective, Replacement Shipper may bid from time to time on proposed capacity releases under Rate Schedules FTS and/or FSS pursuant to the procedure set forth in Section 14 of Transporter's General Terms and Conditions. If at anytime a bid submitted by Replacement Shipper is accepted by Transporter with respect to a given capacity release, Transporter will promptly finalize by means of Transporter's LINK® System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being released. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Shipper and Transporter agree that Replacement Shipper shall be considered for all purposes as a Shipper with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedules FTS and/or FSS, as applicable, Transporter agrees to provide the applicable released service for Replacement Shipper under the applicable rate schedule, provided however, the Replacement Shipper qualified under the financial evaluation and credit appraisal requirements set forth in Section 30 of Transporter's General Terms and Conditions at the time it submitted the bid Transporter accepted with respect to such release.

Replacement Shipper hereby agrees to promptly provide any information necessary for Transporter to reevaluate Transporter's credit appraisal as contemplated by Section 30 of Transporter's General Terms and Conditions and to advise Transporter of any material change in the information previously provided by the Replacement Shipper to Transporter.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 239 Original Sheet No. 239

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FTS AND FSS
(continued)

ARTICLE II

TERM OF AGREEMENT

The term of this Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Transporter determines at anytime that Replacement Shipper fails to meet the financial standards or credit criteria of Section 30 of the General Terms and Conditions, Transporter may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 30 of the General Terms and Conditions.

ARTICLE III

RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Shipper to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules FTS and/or FSS, by finalization of a copy of an Addendum FTS and/or FSS attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Umbrella Service Agreement. Transporter agrees that the Replacement Shipper may protest or contest the aforementioned filings, and the Replacement Shipper does not waive any rights it may have with respect to such filings.

ARTICLE IV

ADDRESSES

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

(a) Transporter:

(b) Replacement Shipper:

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

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 240 Original Sheet No. 240

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FTS AND FSS
(continued)

ARTICLE V

INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI

RELATIONSHIP BETWEEN REPLACEMENT SHIPPER
AND RELEASING SHIPPER

The parties recognize that, pursuant to Commission orders, Releasing Shipper may require that the Replacement Shipper agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Shipper under this Agreement, constitutes a breach of contract as between Replacement Shipper and Releasing Shipper. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Shipper fails to pay Transporter, fails to timely pay Transporter, or otherwise breaches this Agreement with Transporter: (a) both Replacement Shipper and Releasing Shipper (except to the extent otherwise provided in Section 14 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Shipper's conduct) shall be liable to Transporter for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Shipper from responsibility to pay Transporter in accordance with its service agreements with Transporter) and (b) if, as a result of such breach by Replacement Shipper, Releasing Shipper is accordingly required to pay Transporter or otherwise perform, Releasing Shipper may have a cause of action for breach against Replacement Shipper.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

OZARK GAS TRANSMISSION, L.L.C.

By _____

By _____

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 241 Original Sheet No. 241

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FTS AND FSS
(Continued)

Deal No.: _____
Transporter's Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Replacement Shipper: _____

Releasing Shipper: _____

Releasing Shipper's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Reservation Charge \$ _____

Space Charge \$ _____

Surcharges:	Description	Rate
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

Volume Commitment (Dth/Monthly Billing Period)

Maximum Daily Quantity (MDQ): _____ (Dth)

Maximum Storage Quantity (MSQ): _____ (Dth)

Maximum Daily Injection Quantity (MDIQ): _____ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ): _____ (Dth)

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 242 Original Sheet No. 242

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FTS AND FSS
(Continued)

Addendum No. _____ (continued)
Capacity Release
Rate Schedule ____

Specific Primary Receipt Point(s):

M&R#	MDRO	Effective From	Effective To
------	------	----------------	--------------

Specific Primary Delivery Point(s):

M&R#	MDDO	Effective From	Effective To
------	------	----------------	--------------

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):

Was Transporter's default bid evaluation criteria used? Yes ____ No ____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Shipper and Releasing Shipper]

This Addendum, entered into, pursuant to Transporter's capacity release program and to the executed Capacity Release Umbrella Agreement between Transporter and the Replacement Shipper, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Effective Date: 11/16/2009 Status: Effective

FERC Docket: RP09-1040-000

Sheet Nos. 243 - 249 Sheet Nos. 243 - 249

SHEET NOS. 243 - 249 ARE RESERVED FOR FUTURE USE.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 250 Original Sheet No. 250

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this _____ day of _____, by and between _____, (Service Requester Proprietary Number _____) (hereafter referred to as "LINK® System Subscriber"), and ALGONQUIN GAS TRANSMISSION, LLC; EAST TENNESSEE NATURAL GAS, LLC; EGAN HUB STORAGE, LLC; MOSS BLUFF HUB, LLC; OZARK GAS TRANSMISSION, L.L.C.; SALTVILLE GAS STORAGE COMPANY L.L.C.; and TEXAS EASTERN TRANSMISSION, LP (whether one or more, hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.
- b. Use of the LINK® System is subject to Pipeline's General Terms and Conditions or Statement of General Terms and Standard Operating Conditions, as applicable, as well as the provisions of any Rate Schedule, Contract and/or Service Agreement of the FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, of the Pipeline with whom the LINK® System Subscriber is interacting to carry out the LINK® System transactions, as set forth in said Pipeline's currently effective FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, as effective from time to time, and which are hereby incorporated by reference.
- c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable, related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II
TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, within thirty days prior written notice of such termination.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 251 Original Sheet No. 251

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM
(continued)

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff or Pipeline's Statement of General Terms and Standard Operating Conditions, as applicable, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Spectra Energy Transmission
Attn: LINK® Services, Room WO 3I-32
5400 Westheimer Court
P.O. Box 1642
Houston, TX 77251-1642

(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's FERC Gas Tariff or Statement of General Terms and Standard Operating Conditions, as applicable.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties 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 and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 11/16/2009 Status: Effective
FERC Docket: RP09-1040-000

Original Sheet No. 252 Original Sheet No. 252

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM
(continued)

ARTICLE V
AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreements between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN GAS TRANSMISSION, LLC
EAST TENNESSEE NATURAL GAS, LLC
EGAN HUB STORAGE, LLC
MOSS BLUFF HUB, LLC
OZARK GAS TRANSMISSION, L.L.C.
SALTVILLE GAS STORAGE COMPANY L.L.C.

TEXAS EASTERN TRANSMISSION, LP
by its General Partner
Spectra Energy Transmission Services, LLC

By:

Title:

Signature

LINK® System Subscriber

By:

Title:

Signature

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-938-000

Original Sheet No. 253 Original Sheet No. 253

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS

Date: _____, Contract No. _____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Ozark Gas Transmission, L.L.C. ("Transporter") and _____ ("TABS Party").

WHEREAS,

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

1. Transporter shall permit the TABS Party to take service pursuant to the terms of this Service Agreement and subject to Transporter's Rate Schedule TABS and the General Terms and Conditions of Transporter's Tariff, which are incorporated herein by reference and made a part hereof.
2. Transporter and TABS Party agree that service hereunder shall be provided at the TABS Points specified in Transporter's Rate Schedule TABS.
3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter unless terminated by either party upon prior written notice of at least _____. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which TABS Party and Transporter have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of TABS Party, as part of Transporter's Tariff. It is further agreed that Transporter may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Transporter's Tariff, and Transporter shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny TABS Party any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.
5. All Gas tendered to Transporter for TABS Party's account shall conform to the quality specifications set forth in Section 4 of Transporter's General Terms and Conditions.
6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. TABS Party or Transporter may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Transporter:

TABS Party:

7. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of Oklahoma without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

Effective Date: 08/01/2010 Status: Effective
FERC Docket: RP10-938-000

Original Sheet No. 254 Original Sheet No. 254

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE TABS (continued)

8. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

TABS

PARTY: _____

OZARK GAS TRANSMISSION, L.L.C.

By: _____

By: _____

