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Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-002

Substitute Original Sheet No. 0 Substitute Original Sheet No. 0 : Superseded
Superseding: Original Sheet No. 0

FERC GAS TARIFF

Second Revised Volume No. 1-C
(SUPERSEDING First Revised Volume No. 1-C)

of
KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning Tariff Should be Addressed to:

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First Revised Volume No. 1-C
of
KN Interstate Gas Transmission Co.
Cancelled effective December 28, 1999

SUPERSEDED BY
KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC
F.E.R.C. GAS TARIFF
SECOND REVISED VOLUME NO. 1-C

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 1 Original Sheet No. 1 : Superseded

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Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 2 Original Sheet No. 2 : Superseded

PRELIMINARY STATEMENT

Kinderg Morgan Interstate Gas Transmission LLC's Buffalo Wallow Market Center is a "natural gas company" under the definition of Section 2 (6) of the Natural Gas Act and is subject to the jurisdiction of the Commission. Kinderg Morgan Interstate's Buffalo Wallow Market Center operations include the exchange and transportation of natural gas. Kinderg Morgan Interstate's Buffalo Wallow Market Center operates in the states of Oklahoma and Texas performing one or both of these functions.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 3 Original Sheet No. 3 : Superseded

System Map Contained in Hard Copy Only.

Effective Date: 01/01/2000 Status: Effective

FERC Docket: GT00- 19-000

First Revised Sheet No. 4 First Revised Sheet No. 4 : Superseded

Superseding: Original Sheet No. 4

Schedule of Rates for Firm Transportation - Buffalo Wallow Market Center (FT-BW) and
 Schedule of Rates for Interruptible Transportation - Buffalo Wallow Market Center (IT-BW)

Minimum	Maximum Fuel			Maximum	Maximum
Commodity	Reimbursement	Delivery Point	Receipt Point	Reservation	Commodity
Rate Schedule	Percentage			Fee	Fee
Fee					
-----	-----	-----	-----	-----	-----
1/	3/			1/	1/
Firm Transportation FT	0.50%	Production Area 4	Production Area 4	4.5260	0.0026
0.0026					
Interruptible					
Transportation IT	0.50%	Production Area 4	Production Area 4	--	0.1514
0.0026					
Authorized Overrun					
Charges FT	0.50%	ALL	ALL	--	0.1514
0.0026					
Unauthorized Overrun					
Charges FT		ALL	ALL	--	6.0000
--	--				
ACA		2/		--	0.0022
--	--				
GRI - Commodity/FT, IT		2/		--	0.0072
--	--				
GRI - Monthly Demand FT					
Load Factor 50% or Less		2/		0.1230	--
--	--				
Load Factor Over 50%		2/		0.2000	--
--	--				

1/ Reservation Rates are \$/Dth per Month. Commodity Charges are \$/Dth. Minimum reservation charges (including GRI) are \$0.000

2/ Additional Charges applied to All Rate Schedules As Required.

3/ Backhauls within a Production Area or Market Area have no fuel use, however, incur 0.50% lost and unaccounted-for.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 5 Original Sheet No. 5 : Superseded

FIRM TRANSPORTATION - BUFFALO WALLOW MARKET CENTER

1. AVAILABILITY

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

- a. Shipper has requested to have gas transported under this Rate Schedule FT-BW;
- b. Shipper and Transporter have executed a Firm Transportation Service Agreement in the form contained in the Buffalo Wallow FERC Gas Tariff under this Rate Schedule; and
- c. Transporter has determined that it will have available sufficient uncommitted capacity to provide the firm service requested by Shipper.
- d. Service will be contracted for on a first-come, first-served basis.
- e. Transportation service shall include exchanges, forward-haul and back-haul service.
- f. No fee exchange service is available in Transporter's reasonable discretion and in a non-discriminatory manner when Transporter and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- g. No fee Aggregation Pooling Service is Available under this Rate Schedule as provided at Section 22.5 of the Buffalo Wallow General Terms and Conditions.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 6 Original Sheet No. 6 : Superseded

RATE SCHEDULE FT-BW - continued

2. APPLICABILITY AND CHARACTER OF SERVICE

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

Nominations at Secondary Receipt Points or Delivery Points will interrupt IT-BW receipts if necessary to meet the FT-BW nomination. Upon receipt of natural gas for Shipper's account, Transporter shall, after a reduction for any Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the Primary Delivery Point(s) as specified in the Service Agreement. Transporter shall, if capacity is available, on any day, deliver at any other delivery point (Secondary Delivery Point). If additional capacity is available at a Primary Delivery Point, Shipper

RATE SCHEDULE FT-BW - continued

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

- c. Transporter shall, if capacity is available, on any day, receive and deliver a quantity of gas in excess of the applicable MDTQ, subject to an authorized overrun charge, as described in Section 5.2 herein.

2.1 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system, on a non-discriminatory basis, whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible:

- a. Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
- b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00-19-000

Original Sheet No. 8 Original Sheet No. 8 : Superseded

RATE SCHEDULE FT-BW - continued

3. SERVICE DEFINITIONS

3.1 FUEL REIMBURSEMENT QUANTITY.

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

3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas, in Dth, which Transporter agrees to deliver on any day for the account of Shipper at all Delivery Point(s). Such delivery points and such MDTQ shall be specified in the executed Service Agreement.

3.3 PRIMARY RECEIPT POINT(S). Primary Receipt Points are those receipt points from which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Receipt Point shall not exceed the available firm capacity at that point.

3.4 SECONDARY RECEIPT POINT(S). A Shipper holding FT-BW Service may nominate from any number of Secondary Receipt Points. The sum of the nominated quantities at all Primary and Secondary Receipt Points, less any Fuel Reimbursement Quantity and other deductions, shall not exceed the Maximum Daily Transportation Quantity (MDTQ) of the Agreement on any given day.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 9 Original Sheet No. 9 : Superseded

RATE SCHEDULE FT-BW - continued

- 3.5 NOMINATIONS AT PRIMARY OR SECONDARY RECEIPT POINT(S). Shippers served under this FT-BW Rate Schedule may nominate at either primary or secondary receipt points. Nominations at secondary points will interrupt IT-BW service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given affected IT-BW service customers 24-hour notice, unless interruption is due to an Intra-day nomination in which Section 6 of this Rate Schedule will apply.
- 3.6 MAXIMUM DAILY RECEIPT QUANTITY (At Individual Receipt Point). The Maximum Daily Receipt Quantity (MDRQ) shall mean the maximum quantity of natural gas which Transporter agrees to receive on any day at an indicated Primary Receipt Point as specified in the executed Service Agreement; provided however, that the sum of the Maximum Daily Receipt Quantities (MDRQs) at all Primary Receipt Points, less any Fuel Reimbursement Quantity and other deductions, shall not be in excess of the Maximum Daily Transportation Quantity (MDTQ) specified in the executed Service Agreement.
- 3.7 PRIMARY DELIVERY POINT(S). Primary Delivery Point(s) are those delivery points to which the Shipper desires firm service and which are set forth in the Service Agreement. The volume specified for a Primary Delivery Point shall not exceed the available firm capacity at that point.
- 3.8 SECONDARY DELIVERY POINT(S). A Shipper holding FT-BW service may nominate any number of Secondary Delivery Points. The sum of the nominated quantities at all Primary and Secondary Delivery Points, less any Fuel Reimbursement Quantity and other deductions, shall not exceed the MDTQ of the Service Agreement on any given day.
- 3.9 NOMINATIONS AT PRIMARY OR SECONDARY DELIVERY POINT(S). Shippers served under this FT-BW Rate Schedule may nominate at either primary or secondary delivery points. Nominations at secondary points will interrupt affected IT-BW service if necessary in order to secure sufficient capacity to meet the firm service requirements. However, interruption shall not occur until Transporter has given IT-BW service customers 24-hour notice, Unless interruption is due to an Intra-day nomination in which Section 6 of this Rate Schedule will apply.

RATE SCHEDULE FT-BW - continued

3.10 MAXIMUM DAILY DELIVERY QUANTITY. (At Individual Delivery Point). The Maximum Daily Delivery Quantity (MDDQ) shall mean the maximum quantity of natural gas which Transporter agrees to deliver on any day at any indicated Primary Delivery Point as specified in the executed Service Agreement; provided however, the sum of the Maximum Daily Delivery Quantities at all Primary Delivery Points shall not be in excess of the Maximum Daily Transportation Quantity specified in the executed Service Agreement.

3.11 APPROVED DAILY NOMINATION. The Approved Daily Nomination shall mean that quantity of gas which Transporter has approved to be transported on a particular day.

4. REQUIREMENTS FOR VALID REQUEST FOR FIRM TRANSPORTATION SERVICE

4.1 All Shippers requesting firm transportation service must submit a completed Buffalo Wallow Transportation Service Request Form as set forth in Volume 1-C. No request for firm service will be entered on Transporter's log, or gas scheduled for receipt and delivery, until all such information and a completed Buffalo Wallow Transportation Service Request Form has been received by Transporter. All completed Buffalo Wallow Transportation Request Forms are to be submitted on DART or sent to:

Kinder Morgan Interstate Gas Transmission LLC
One Allen Center
500 Dallas, Suite 1000
Houston, TX 77002
Attention: Transportation Department

Telephone: (713)369-9000
Telecopy: (713)369-9375

4.2 A request for service must include the following:

- a. PREPAYMENT. A payment to Transporter of an amount equal to the reservation charge applicable to the proposed service, for a one month period, or ten thousand dollars (\$10,000), whichever is less, which amount shall be credited to Shipper's initial invoice for this service or refunded to Shipper if the service requested is unavailable.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 11 Original Sheet No. 11 : Superseded

RATE SCHEDULE FT-BW - continued

b. CREDIT INFORMATION.

- (1) A copy of Shipper's most recent audited financial statements, or at Transporter's option, a bank reference satisfactory to Transporter;
- (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
- (3) A completed Buffalo Wallow Credit Application Form; the form of which is contained in this tariff.

4.3 A Firm Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

5. RATES

5.1 RATES. The applicable rates, including any surcharges, for firm transportation service are set forth in effective Sheet No. 4 of Volume 1-C of this FERC Gas Tariff, as revised from time to time. The applicable rate shall not be in excess of the maximum rate nor less than the minimum rate.

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 12 Original Sheet No. 12 : Superseded

RATE SCHEDULE FT-BW - continued

MONTHLY BILL. Commencing with the month in which the FT-BW Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:

- a. RESERVATION CHARGE. For each Primary Path, the Reservation Charge shall be the product of:

The Maximum Reservation rate by Primary Path, unless otherwise agreed to in writing; and

- (2) The MDDQ specified by Primary Path in Shipper's FT Service Agreement.

COMMODITY CHARGE. The commodity rate multiplied by the volume in Dth of gas delivered by Transporter during the month at the Point(s) of Delivery.

- c. DAILY OVERRUN CHARGES.

- (1) Authorized Overrun Charge. If on any day Transporter has capacity available and Shipper desires to transport gas exceeding the Maximum Daily Delivery Quantity, or in the aggregate exceeding the Maximum Daily Transportation Quantity (by accepting separate nominations in excess of these quantities) Transporter may authorize delivery of the gas. Quantities of gas moved in excess of the MDDQ or the MDTQ will be subject to a charge equal to the authorized overrun rate as shown on Sheet 4 of this tariff.
- (2) Unauthorized Overrun Charge. A daily overrun charge shall be paid by Shipper for taking a daily quantity of gas which was not nominated exceeding the Maximum Daily Delivery Quantity (MDDQ) exceeding the level to which deliveries have been curtailed, or in the aggregate, exceeding the Maximum Daily Transportation Quantity (MDTQ). Quantities of overrun gas in excess of seven percent (7%) or 50 Dth over the above quantities, following a notice period of forty-eight

RATE SCHEDULE FT-BW - continued

(48) hours or such shorter period as deemed necessary by Transporter to protect its system integrity, will be subject to a charge equal to the quantity in excess of the tolerance multiplied by the rate for unauthorized overruns set forth in Sheet No. 4 of this tariff. Quantities of overrun gas less than the tolerance, or for which notice has not been given, will be subject to a charge equal to the overrun quantity multiplied by the authorized overrun rate set forth in Sheet No. 4 of this tariff.

- (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries in excess of the MDTQ at any time in its reasonable discretion, as necessary to protect the integrity of its system, including the maintenance of service to other customers.
- (4) During periods when operational flow orders are in effect, any overruns would be subject to the provisions of Section 27 of the General Terms and Conditions.

d. MONTHLY BALANCING/IMBALANCE CHARGES.

- (1) Within twenty-five (25) days of month end, Transporter will notify Shipper of his monthly imbalance. Imbalances may be traded among a Shipper's transportation agreements; imbalances may not be traded between the mainline and Buffalo Wallow systems.
- (2) If trading among Shipper's transportation agreements is not used to cure the imbalance, the Shipper's imbalance will be posted on DART, unless Shipper requests that postings not be made and for the remainder of that month or at least twenty (20) days, those imbalances may be traded with other Shippers. To consummate a trade, both trading parties must inform Transporter via DART of their agreement to trade and their

RATE SCHEDULE FT-BW - continued

desire for Transporter to offset the imbalances. After receiving notices from both trading parties, Transporter will reflect the trade by posting adjusted imbalances on DART.

- (3) At the end of the trading period, Transporter will charge for, or credit for, any remaining imbalance according to the Schedule below:

Imbalance as % of Actual Deliveries	Rate as a % of KMITG Charge	Average Market Index* KMITG Credit
0 to 3%	100%	100%
Over 3% - less than 5%	105%	95%
5% - less than 10%	110%	90%
10% - less than 20%	120%	80%
20% or more	130%	70%

* Average of the first of the month index and the mid-point of the aftermarket range for ANR, El Paso, NGPL, NorAm, PEPL, Transwestern, and WNG as reported by "Inside FERC Gas Market Report", for the month in which the imbalance occurred.

e. DAILY VARIANCE CHARGE.

- (1) If the sum of actual receipts at all physical Receipt Points under the Service Agreement varies from the aggregate Approved Daily Nomination at such Receipt Points or the sum of all deliveries at all physical delivery points varies from the aggregate Approved Daily Nomination at such Delivery Points by 7% or 50 MMBtu, whichever is greater (hereinafter called the Tolerance Level), a Daily Variance Charge shall be assessed. The Daily Variance Charge shall be applied to each Service Agreement with respect to which actual receipt or deliveries vary from the aggregate Approved Daily Nomination in excess of the Tolerance Level. The Daily Variance Charge shall be \$0.09 per Dth for each Dth of receipts or deliveries in excess of the Tolerance Level, on a daily basis.

RATE SCHEDULE FT-BW - continued

- (2) When Transporter issues an OFO pursuant to Section 27 of the Buffalo Wallow General Terms and Conditions, the charge for variances beyond the tolerance level shall be as stated therein. When an OFO is issued to become effective at any time other than the commencement of any Day, Shippers will use their best efforts to bring receipts to nominated levels as soon as possible but in no event later than two hours after issuance of the OFO, after which the increased Daily Variance Charge provided for in this Section shall be applied to variances in excess of the 7% tolerance level.
 - (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries which vary from nominations at any time in its reasonable discretion, as necessary to protect the integrity of its system including the maintenance of service to other customers.
- f. WAIVER. If Transporter determines that a Shipper(s) has incurred charges pursuant to Sections 5.2a., b., and/or c. as a result of Transporter's actions or inaction, Transporter will, on a non-discriminatory basis, waive the payment of such charges by Shipper.

5.3 Shipper shall reimburse Transporter for:

- a. ADDITIONAL FACILITY CHARGE. If Transporter, in its reasonable discretion, agrees to add new facilities or expand existing facilities, including compression, Transporter will allow Shipper to choose either:
 - (1) A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 16 Original Sheet No. 16 : Superseded

RATE SCHEDULE FT-BW - continued

A reimbursement schedule setting the terms, the rate, and the conditions for reimbursement of the Additional Facility Charge, including an obligation to reimburse Transporter, upon demand, for any unamortized capital charges, under an agreed up on amortization schedule, which may remain if service by Transporter to Shipper under this Rate Schedule is terminated prior to the end of said amortization period.

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

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

In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a Daily Variance Charge or a portion of the Monthly Balancing Charge under this Rate Schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff, Shipper shall be relieved of such charges.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 16A Original Sheet No. 16A : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 17 Original Sheet No. 17 : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 17A Original Sheet No. 17A : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 17B Original Sheet No. 17B : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 17C Original Sheet No. 17C : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 18 Original Sheet No. 18 : Superseded

RATE SCHEDULE FT-BW - continued

6. GENERAL TERMS AND CONDITIONS

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 19 Original Sheet No. 19 : Superseded

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

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter"), and by the shipper named in Article XIV ("Shipper").

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

ARTICLE I
SCOPE OF AGREEMENT

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

Transporter agrees to transport and deliver to, or for the account of, Shipper at the Delivery Point(s) the quantities of gas received from Shipper at the Receipt Point(s), less any Fuel Reimbursement Quantity and other deductions, and Shipper agrees to accept or cause acceptance of delivery of these quantities provided, such quantities are properly nominated for such receipt and delivery in accordance with the Buffalo Wallow tariff provisions. Provided further, however, that Transporter shall not be obligated to deliver at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Quantity, as set forth in Appendix B.

ARTICLE II
TERM OF AGREEMENT

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 20 Original Sheet No. 20 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE III
RATE SCHEDULE

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

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

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

ARTICLE IV
PRIMARY RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the Primary Receipt Point(s) specified in Appendix A, with the Maximum Daily Receipt Quantity, the meter number, maximum receipt pressure, the atmospheric pressure as defined in the Buffalo Wallow General Terms and Conditions and provisions for incremental facilities as set forth in Appendix A.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 21 Original Sheet No. 21 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE V
PRIMARY DELIVERY POINTS

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

ARTICLE VI
QUALITY

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

ARTICLE VII
INTERPRETATION

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

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 22 Original Sheet No. 22 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE VIII
AGREEMENTS BEING SUPERSEDED

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

ARTICLE IX
CERTIFICATIONS

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

ARTICLE X
ADDRESSES

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

(a) Transporter:

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 23 Original Sheet No. 23 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

Scheduling:

Point Management
P.O.Box 283
Houston, TX 77001-0283
Telephone: (713)840-0905
Telecopy: (713)369-9205

Payment Address:

Kinder Morgan Interstate
Gas Transmission LLC
c/o KN Energy, Inc.
P.O.Box 70605
Chicago, IL 60673-0605

Wires:

Chase Manhattan Bank, NA
ABA# 021000021
Account# 323-206042

- (b) Shipper: As shown in Article XIV or such other address as either party shall designate by formal written notice.

ARTICLE XI
SUCCESSORS AND ASSIGNS

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

ARTICLE XII
CAPACITY RELEASE

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 24 Original Sheet No. 24 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

ARTICLE XIII
AGGREGATION POOLING SERVICES

Shipper may request that Transporter provide Aggregation Pooling Services under this Firm Transportation Service Agreement, in accordance with the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff.

ARTICLE XIV
SPECIFIC INFORMATION

Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and _____ ("Shipper").

Contract Number: _____

Contract Date: ___/___/___

Term: _____

Termination Notice: _____

Shipper: _____
Mailing Address: _____
Street Address: _____
Telephone: _____
Facsimile: _____

Quantity:

Maximum Daily Transportation Quantity: _____ Dth per day

Rate:

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 25 Original Sheet No. 25 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

Fuel Reimbursement:

As stated on Tariff Sheet No. 4, unless otherwise agreed to in writing.

ARTICLE XV
OTHER TERMS AND CONDITIONS

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

Title: _____

SHIPPER

By: _____

Title: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 26 Original Sheet No. 26 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

APPENDIX A
RECEIPT POINT(S)

To the Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and _____ ("Shipper").

Contract Number _____ Contract Date _____
Amendment Date _____

Primary Buffalo Wallow Delivery Point(s)	Meter No.	Maximum Receipt Pressure	Maximum Daily Receipt Quantity	Provision for Incre. Facility
-----	-----	-----	-----	-----

Quality Waivers:

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

SHIPPER

By: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 27 Original Sheet No. 27 : Superseded

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT - continued

APPENDIX B
DELIVERY POINT(S)

To the Firm Transportation Service Agreement between Kinder Morgan Interstate Gas Transmission LLC ("Transporter") and _____ ("Shipper").

Contract Number: _____ Contract Date _____
Amendment Date _____

Primary Buffalo Wallow Delivery Points -----	Meter No. -----	Maximum Delivery Pressure -----	Maximum Daily Delivery Quantity -----	Provision for Incre. Facility -----
---	--------------------	--	---	---

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

SHIPPER

By: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 28 Original Sheet No. 28 : Superseded

BUFFALO WALLOW TRANSPORTATION SERVICE REQUEST FORM

SHIPPER INFORMATION

Complete Legal Name of Shipper: _____

State of Incorporation: _____
Taxpayer I.D. No. _____

Address: _____ For Billing: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____

For Notices: _____ For Scheduling and Volume Information:
(include street address for express service)

Contact Name: _____

Phone: _____ Phone: _____
Fax: _____ Fax: _____

Shipper is: Local Distribution Company Intrastate Pipeline
 Interstate Pipeline Producer
 End User Marketer
 Other (specify) _____

Name and full title of representative who will execute the written firm or interruptible transportation service agreement with Transporter (If signatory person is not an officer, please provide written authorization for signature.)

Name: _____
Title: _____

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 29 Original Sheet No. 29 : Superseded

TRANSPORTATION SERVICE REQUEST FORM - continued

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

Legal Name of Principal: _____, which is a(n):

- Local Distribution Company
- Interstate Pipeline
- End User
- Other (specify) _____
- Intrastate Pipeline
- Producer
- Marketer

SERVICE REQUESTED

Type of Service requested: 284G 284B
 Firm Interruptible

284B INFORMATION

*"On behalf of" Entity information (letter required) - Section 311 service will be "on behalf of" pursuant to Subpart B of Part 284 of the FERC regulations:

Legal Name: _____, which is an:

- LDC
- Intrastate Pipeline

The named "on behalf of" entity will:

- Transport the gas
- Take title to the gas

SERVICE INFORMATION

Maximum Daily Transportation Quantity (Total Capacity Reservation Quantity for firm requests) _____

Requested term of service:

Initial delivery date: _____

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 30 Original Sheet No. 30 : Superseded

TRANSPORTATION SERVICE REQUEST FORM - continued

Termination date _____

Are additional or new facilities required to receive or deliver gas for the transportation service requested herein?

Yes Type _____
 No

PRIMARY RECEIPT POINT INFORMATION

On the attached Appendix A, please list the name, precise legal location, or meter number if available, the maximum daily receipt quantity in MMBtu being requested, and the heating value of the gas in Btu for each receipt point listed. Interruptible transportation requests will be governed by the master receipt point list, unless otherwise requested.

PRIMARY DELIVERY POINT INFORMATION

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

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 31 Original Sheet No. 31 : Superseded

TRANSPORTATION SERVICE REQUEST FORM - continued

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

Very truly yours,

Signature

Typed Name and Title

Telephone Number _____

Facsimile Number _____

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 32 Original Sheet No. 32 : Superseded

TRANSPORTATION SERVICE REQUEST
APPENDIX A
PRIMARY RECEIPT POINTS

Name	LEGAL LOCATION OR Meter Number	MAXIMUM DAILY RECEIPT QUANTITY 1/ in Dth	BTU/cu.ft.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
		TOTAL 2/	_____

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

For additional receipt points, attach another sheet

1/ The total must not exceed the Maximum Daily Transportation Quantity, plus any Fuel Reimbursement Quantity and other deductions.

2/ FT only.

Effective Date: 12/28/1999 Status: Effective
 FERC Docket: GT00- 19-000

Original Sheet No. 33 Original Sheet No. 33 : Superseded

TRANSPORTATION SERVICE REQUEST
 APPENDIX B
 PRIMARY DELIVERY POINTS

LEGAL LOCATION or METER NUMBER	MAXIMUM DAILY DELIVERY QUANTITY NAME in Dth
TOTAL 3/	

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

For additional delivery points, attach another sheet.

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 34 Original Sheet No. 34 : Superseded

RATE SCHEDULE IT-BW

INTERRUPTIBLE TRANSPORTATION SERVICE-
BUFFALO WALLOW MARKET CENTER

1. AVAILABILITY

This Rate Schedule is available for interruptible transportation of natural gas provided by Kinder Morgan Interstate Gas Transmission LLC ("Transporter") on its Buffalo Wallow System for any party ("Shipper"), when:

- a. Shipper has elected to have gas transported under this Rate Schedule IT-BW; and
- b. Shipper and Transporter have executed an Interruptible Transportation Service Agreement in the form contained in the Buffalo Wallow FERC Gas Tariff under this Rate Schedule.
- c. Service will be contracted for on a first-come, first-served basis.
- d. Transportation service shall include exchanges, forward-haul and back-haul service.
- e. No fee exchange service is available in Transporter's reasonable discretion and in a non-discriminatory manner when Transporter and Shipper agree that such service is mutually beneficial and produces substantially equal benefits.
- f. No fee Aggregation Pooling Service is available under this Rate Schedule as provided at Section 22.5 of the Buffalo Wallow General Terms and Conditions.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 35 Original Sheet No. 35 : Superseded

RATE SCHEDULE IT-BW - continued

2. APPLICABILITY AND CHARACTER OF SERVICE

- a. This rate schedule shall apply to the interruptible transportation of natural gas on Transporter's Buffalo Wallow System, subject to Section 16 of the General Terms and Conditions of the Buffalo Wallow FERC Gas Tariff, under this Rate Schedule. Such interruptible service shall be provided to Shipper only to the extent capacity is available after Transporter has provided service to its firm customers and to those interruptible customers with higher priority, pursuant to Section 16.2 of the Buffalo Wallow General Terms and Conditions.

Service hereunder shall consist of the acceptance by Transporter of natural gas from or for the account of Shipper at Receipt Point(s) under the IT Agreement, the transportation of that natural gas through Transporter's system, and the delivery of that natural gas, adjusted for Fuel Gas and Gas Lost and Unaccounted For as set out in the General Terms and Conditions, by Transporter to Shipper or For Shipper's account at Delivery Point(s) under IT Agreement. Upon receipt of natural gas for Shipper's account, Transporter shall, after a deduction for any Fuel Reimbursement Quantity and any other deductions, transport and deliver for the account of Shipper the thermal equivalent of such gas at the Delivery Points, as specified in the Service Agreement.

- 2.1 ADDITIONAL FACILITIES. In no event shall Transporter be obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities; however, Transporter may add facilities and/or expand the system on a non-discriminatory basis whenever such is deemed, in Transporter's reasonable judgment, to be economically, operationally, and technically feasible:

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 36 Original Sheet No. 36 : Superseded

RATE SCHEDULE IT-BW - continued

- a. Transporter has received an executed revised service agreement from existing and prospective Shipper(s) requesting such additional facilities or expansion of capacity;
- b. Transporter does not have physical facilities or adequate capacity in the system to accommodate requests for capacity of existing and prospective Shippers accepted by Transporter pursuant to Section 4.1 hereof;
- c. Transporter and Shipper enter into a facilities agreement which is subject to the provisions of Section 5.3(a);
- d. The nature, extent and timing of facilities required shall be at the reasonable discretion of Transporter; and
- e. Transporter receives acceptable assurance of financial reliability from any Shipper requesting additional capacity.

3. SERVICE DEFINITIONS

3.1 FUEL REIMBURSEMENT QUANTITY.

- a. The Fuel Reimbursement Quantity shall be the value of that portion of Shipper's natural gas received by Transporter for transportation which shall be retained by Transporter as compensation for gas used in rendering service to Shipper, including Company-used gas, and lost and unaccounted for gas. This gas shall be retained by Transporter, reducing the thermally equivalent volumes available for delivery to Shipper. The Fuel Reimbursement Quantity shall be stated as a percentage of the natural gas received by Transporter at the Point(s) of Receipt.

RATE SCHEDULE IT-BW - continued

- b. Title to any Fuel Reimbursement Quantity shall vest in Transporter upon receipt at the Receipt Point(s) at no cost and free and clear of all adverse claims.
- c. Any Fuel Reimbursement Quantity will be determined pursuant to Section 15 of the General Terms and Conditions of the FERC Gas Tariff.

3.2 MAXIMUM DAILY TRANSPORTATION QUANTITY. The Maximum Daily Transportation Quantity (MDTQ) shall be the maximum quantity of natural gas in Dth which Transporter agrees to deliver to Shipper on any day for the account of Shipper at any nominated Delivery Point(s), should capacity be available. Such delivery points and such MDTQ shall be specified in the executed Service Agreement.

3.3 APPROVED DAILY NOMINATION. The Approved Daily Nomination shall mean that quantity of gas which Transporter has approved to be transported on a particular day.

4. REQUIREMENTS FOR VALID REQUEST FOR INTERRUPTIBLE TRANSPORTATION SERVICE

4.1 All Shippers requesting interruptible transportation service must submit a completed Buffalo Wallow Transportation Service Request Form as set forth in Volume 1-C. No request for interruptible service will be entered on Transporter's log, or gas scheduled for receipt and delivery, until all such information and a completed Buffalo Wallow Transportation Service Request Form has been received by Transporter. All completed Buffalo Wallow Transportation Service Request Forms are to be submitted on DART or sent to:

Kinder Morgan Interstate Gas Transmission LLC
One Allen Center
500 Dallas, Suite 1000
Houston, TX 77002
Attention: Transportation Department

Telephone: (713)369-9000
Telecopy: (713)369-9375

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 38 Original Sheet No. 38 : Superseded

RATE SCHEDULE IT-BW - continued

4.2 A request for service must include the following credit information:

a. CREDIT INFORMATION.

- (1) A copy of Shipper's most recent audited financial statements or, at Transporter's option, a bank reference satisfactory to Transporter;
- (2) A copy of Shipper's most recent Annual Report and SEC Form 10-K, if applicable; and
- (3) A completed Buffalo Wallow Credit Application Form, the form of which is contained in this tariff.

4.3 An Interruptible Transportation Service Agreement shall be executed by Shipper and Transporter following Transporter's acceptance of Shipper's request for service.

5. RATES

5.1 RATES. The applicable maximum and minimum unit rates including any surcharges for interruptible transportation service are set forth in effective Sheet No. 4 of Volume 1-C. of this FERC Tariff, as revised from time to time. Shipper and Transporter may agree in writing to an applicable unit commodity rate which shall not be in excess of the maximum unit rate nor less than the minimum unit rate.

5.2 MONTHLY BILL. Commencing with the month in which the IT-BW Service Agreement is effective and each month thereafter, Transporter shall charge and Shipper shall pay Transporter the sum of the following amounts:

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 39 Original Sheet No. 39 : Superseded

RATE SCHEDULE IT-BW - continued

- a. COMMODITY CHARGE. The applicable unit commodity rate by nominated path multiplied by the volume in MMBtu of gas delivered by Transporter during the month at the Point(s) of Delivery. Preauthorized deliveries in excess of contract quantities will be charged the maximum IT rate, unless otherwise agreed to in writing.
- b. MONTHLY BALANCING/IMBALANCE CHARGE.
 - (1) Within twenty-five (25) days of month end, Transporter will notify Shipper of his monthly imbalance. Imbalances may be traded among a Shipper's transportation agreements; imbalances may not be traded between the mainline and Buffalo Wallow systems.
 - (2) If trading among Shipper's transportation agreements is not used to cure the imbalance, the Shipper's imbalance will be posted on DART, unless Shipper requests that postings not be made and for the remainder of that month or at least twenty (20) days, those imbalances may be traded with other Shippers. To consummate a trade, both trading parties must inform Transporter via the electronic bulletin board of their agreement to trade and their desire for Transporter to offset the imbalances. After receiving notices from both trading parties, Transporter will reflect the trade by posting adjusted imbalances on DART.
 - (3) At the end of the trading period, Transporter will charge for, or credit for, any remaining imbalance according to the Schedule below:

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00-19-000

Original Sheet No. 40 Original Sheet No. 40 : Superseded

RATE SCHEDULE IT-BW - continued

Imbalance as % of Actual Deliveries	Rate as a % of Average Market Index*	
	KMIGT Charge	KMIGT Credit
0 to 3%	100%	100%
Over 3% - less than 5%	105%	95%
5% - less than 10%	110%	90%
10% - less than 20%	120%	80%
20% or more	130%	70%

* Average of the first of the month index and the mid-point of the aftermarket range for ANR, El Paso, NGPL, NorAm, PEPL, Transwestern, and WNG as reported by "Inside FERC Gas Market Report", for the month in which the imbalance occurred.

c. DAILY VARIANCE CHARGE.

- (1) If the sum of actual receipts at all physical Receipt Points under the Service Agreement varies from the aggregate Approved Daily Nomination at such Receipt Point or the sum of all deliveries at all physical Delivery Points varies from the aggregate Approved Daily Nomination at such Delivery Points by 7% or 50 ,Dth whichever is greater (hereinafter called the Tolerance Level), a Daily Variance Charge shall be assessed. The Daily Variance Charge shall be applied to each Service Agreement with respect to which actual receipts or deliveries vary from the aggregate Approved Daily Nomination in excess of the Tolerance Level. The Daily Variance Charge shall be \$0.09 per Dth for each Dth of receipts or deliveries in excess of the tolerance level, on a daily basis.

RATE SCHEDULE IT-BW - continued

- (2) When Transporter issues an OFO pursuant to Section 27 of the Buffalo Wallow General Terms and Conditions, the charge for variances beyond the tolerance level shall be as stated therein. When an OFO is issued to become effective at any time other than the commencement of any Day, Shippers will use their best efforts to bring receipts to nominated levels as soon as possible but in no event later than two hours after issuance of an OFO, after which the increased Daily Variance Charge provided for in this Section shall be applied to variances in excess of the 7% tolerance level.
 - (3) Notwithstanding the charges provided herein, Transporter has the right to reduce receipts or deliveries which vary from nominations at any time in its reasonable discretion, as necessary to protect the integrity of its system including the maintenance of service to other customers.
 - d. WAIVER. If Transporter determines that a Shipper(s) has incurred charges pursuant to Sections 5.2 a., b., and/or c. as a result of Transporter's actions or inaction, Transporter will, on a non-discriminatory basis, waive the payment of such charges by Shipper.
- 5.3 Shipper shall Reimburse Transporter for:
- a. ADDITIONAL FACILITY CHARGE. If Transporter in its reasonable discretion agrees to add new facilities or expand existing facilities, including compression in order to provide service, Transporter will require:
 - (1) A contribution-in-aid of construction associated with such facilities, including a gross-up for applicable state and federal income tax expense; and/or

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 42 Original Sheet No. 42 : Superseded

RATE SCHEDULE IT-BW - continued

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

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

In the event of a force majeure occurrence as defined in Section 16 of the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff, Shipper shall not be relieved from its obligation to make payment of amounts then due or which become due. If Shipper's obligation to pay a Daily Variance Charge or a portion of the Monthly Balancing Charge under this Rate Schedule is a direct consequence of an imbalance which occurs as a result of Transporter's force majeure as defined in Section 16 of the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff, Shipper shall be relieved of such charges.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 43 Original Sheet No. 43 : Superseded

SHEETS 43 THROUGH 43D ARE RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 43A Original Sheet No. 43A : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 43B Original Sheet No. 43B : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 43C Original Sheet No. 43C : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 43D Original Sheet No. 43D : Superseded

RESERVED FOR FUTURE USE

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 44 Original Sheet No. 44 : Superseded

RATE SCHEDULE IT-BW - continued

6. GENERAL TERMS AND CONDITIONS

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 45 Original Sheet No. 45 : Superseded

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

This Agreement ("Agreement"), is made and entered into by Kinder Morgan Interstate Gas Transmission LLC, a Colorado corporation ("Transporter"), and by the shipper named in Article XIV ("Shipper").

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

ARTICLE I
SCOPE OF AGREEMENT

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

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

ARTICLE II
TERM OF AGREEMENT

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 46 Original Sheet No. 46 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT-cont.

ARTICLE III
RATE SCHEDULE

Shipper shall pay Transporter for all services rendered and for the availability of such service at rates filed under Transporter's IT-BW Rate Schedule and as shown on Sheet No. 4 of Volume 1-C and as the same may be hereafter revised or changed. The rate to be charged Shipper for transportation shall not be more than the maximum rate under Rate Schedule IT-BW, for less than the minimum rate under Rate Schedule IT-BW.

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

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

ARTICLE IV
RECEIPT POINT(S)

Natural gas to be received by Transporter for the account of Shipper shall be delivered by Shipper and received by Transporter on the outlet side of the measuring station(s) at or near the point(s) specified in Appendix A, with the meter number, maximum receipt pressure, atmospheric pressure as defined in the Buffalo Wallow General Terms and Conditions and provisions for incremental facilities as set forth in Appendix A.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 47 Original Sheet No. 47 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT-cont.

ARTICLE V
DELIVERY POINTS

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

ARTICLE VI
QUALITY

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

ARTICLE VII
INTERPRETATION

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

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

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 48 Original Sheet No. 48 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT - cont.

ARTICLE VIII
AGREEMENTS BEING SUPERSEDED

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

ARTICLE IX
CERTIFICATIONS

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

ARTICLE X
ADDRESSES

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

(a) Transporter:

Mailing Address:

Kinder Morgan Interstate
Gas Transmission LLC
P. O. Box 281304
Lakewood, Colorado 80228-8304

Telephone: (303) 989-1740
Telecopy: (303) 763-3515

Street Address:

Kinder Morgan Interstate
Gas Transmission LLC
370 Van Gordon Street
Lakewood, CO 80228-8304

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 49 Original Sheet No. 49 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT-cont.

Scheduling:

Point Management
P.O.Box 283
Houston, TX 77001-0283
Telephone: (713)840-0905
Telecopy: (713)369-9205

Payment Address:

Kinder Morgan Interstate
Gas Transmission Co.
c/o KN Energy, Inc.
P.O.Box 70605
Chicago, IL 60673-0605

Wires:

Chase Manhattan Bank, NA
ABA# 021000021
Account# 323-206042

(b) Shipper: As shown in Article XIII or such other address
as either party shall designate by formal
written notice.

ARTICLE XI
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of any successor(s), substantially as an entirety, to either Transporter or Shipper by merger, consolidation or acquisition. Either Transporter or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 21 of the Buffalo Wallow General Terms and Conditions, neither Transporter nor Shipper shall assign this Agreement or its rights hereunder.

ARTICLE XII
AGGREGATION POOLING SERVICES

Shipper may request that Transporter provide Aggregation Pooling Services under this Interruptible Transportation Service Agreement, in accordance with the General Terms and Conditions of Transporter's Buffalo Wallow FERC Gas Tariff.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 50 Original Sheet No. 50 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT-cont.

ARTICLE XIII
SPECIFIC INFORMATION

Interruptible Transportation Service Agreement between Kinder Morgan
Interstate Gas Transmission LLC ("Transporter") and _____
_____ ("Shipper").

Contract Number: _____

Contract Date: ___/___/___

Primary Term: _____

Renewal Term: Month to month _____ Other _____

Termination Notice: _____

Shipper: _____
Mailing Address: _____
Street Address: _____
Telephone: _____
Facsimile: _____

Quantity:

Maximum Daily Transportation Quantity: _____ Dth per day

Rate:

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

Fuel Reimbursement:

As stated on Tariff Sheet No. 4, unless otherwise agreed in
writing.

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 51 Original Sheet No. 51 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT-cont.

ARTICLE XIV
OTHER TERMS AND CONDITIONS

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

Title: _____

SHIPPER

By: _____

Title: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 52 Original Sheet No. 52 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT-continued

APPENDIX A
RECEIPT POINT(S)

To the Interruptible Transportation Service Agreement between Kinder Morgan
Interstate Gas Transmission LLC ("Transporter") and
_____ ("Shipper");

Contract Number _____ Contract Date _____
Amendment Date _____

Buffalo Wallow Receipt Point(s) -----	Meter No. -----	Maximum Receipt Pressure -----	Provision for Incre. Facility -----
---	--------------------	---	---

Master Receipt
Point List

Quality waivers:

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

SHIPPER

By: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 53 Original Sheet No. 53 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION
SERVICE AGREEMENT - continued

APPENDIX B
DELIVERY POINT(S)

To the Interruptible Transportation Service Agreement between Kinder Morgan
Interstate Gas Transmission LLC ("Transporter") and
_____ ("Shipper");

Contract Number _____ Contract Date _____
Amendment Date _____

Buffalo Wallow			
Delivery		Maximum Delivery	Provision for
Point(s)	Meter No.	Pressure	Incre. Facility
-----	-----	-----	-----

Master Delivery Point List

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

TRANSPORTER
Kinder Morgan Interstate Gas Transmission LLC

By: _____

SHIPPER

By: _____

Effective Date: 12/28/1999 Status: Effective
FERC Docket: GT00- 19-000

Original Sheet No. 54 Original Sheet No. 54 : Superseded

FORM OF OPERATIONAL BALANCING AGREEMENT

THIS AGREEMENT, made and entered into as of this _____ day of _____, 19____, by and between Kinder Morgan Interstate Gas Transmission LLC, hereinafter called "Transporter," and _____, hereinafter called "OBA Party," both generically referred to as Party(ies).

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

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

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

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

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

ARTICLE I
POINTS OF INTERCONNECTION

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 55 Original Sheet No. 55 : Superseded

Form of Operational Balancing Agreement - cont.

ARTICLE II
NOMINATIONS AND CONFIRMATIONS

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

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00-19-000

Original Sheet No. 56 Original Sheet No. 56 : Superseded

Form of Operational Balancing Agreement - cont.

Unless the Parties otherwise mutually agree in writing:

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

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

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

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 57 Original Sheet No. 57 : Superseded

Form of Operational Balancing Agreement - cont.

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

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

ARTICLE III
TERM

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 58 Original Sheet No. 58 : Superseded

Form of Operational Balancing Agreement - cont.

ARTICLE IV
OTHER OPERATING PROVISIONS

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

ARTICLE V
OTHER AGREEMENTS

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

ARTICLE VI
NO THIRD PARTY BENEFICIARIES

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 59 Original Sheet No. 59 : Superseded

Form of Operational Balancing Agreement - cont.

ARTICLE VII
GOVERNING LAW

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

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

ARTICLE VIII
ASSIGNMENTS

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

ARTICLE IX
NOTICES

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

Notices to Transporter:

Notices to OBA Party:

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

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00-19-000

Original Sheet No. 60 Original Sheet No. 60 : Superseded

Form of Operational Balancing Agreement - cont.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC

By:

Name:

Title:

[OBA PARTY]

By:

Name:

Title:

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 61 Original Sheet No. 61 : Superseded

BUFFALO WALLOW SYSTEM TRANSPORTATION
CREDIT APPLICATION

KINDER MORGAN INTERSTATE GAS TRANSMISSION LLC

P.O. Box 281304
Lakewood, Colorado 80228-8034

Customer Name and Address _____

Type of business: Corporation Partnership Individual
Other (Specify) _____

State incorporated in _____ Tax ID Number _____

Number of years in business under current name _____

Has the customer changed its name in the last 5 years? Yes No
If yes, furnish prior name & address: _____

List the three principal owners, stockholders, partners, or officers of the customer:

Name _____	Name _____	Name _____
Title _____	Title _____	Title _____
Address _____	Address _____	Address _____
Phone _____	Phone _____	Phone _____

If a wholly owned subsidiary, name and address of parent:

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 62 Original Sheet No. 62 : Superseded

CREDIT APPLICATION - cont.

Is Parent company responsible for subs debts? ___Yes ___No If yes, please furnish documentation.

Billing Address _____
Contact Person _____ Phone _____
Amount of Credit Requested \$ _____
Net Worth \$ _____

Please Furnish One Bank Reference

Name _____ Phone _____
Address _____ Account Types _____
Contact _____ Account Nos. _____

Please Furnish Two Business Credit References

Name _____ Name _____
Address _____ Address _____
Contact _____ Contact _____
Phone _____ Phone _____

Customer's estimate of activity under all transportation agreements and storage agreements with Kinder Morgan Interstate Gas Transmission LLC:

Estimated Monthly Transportation Charges \$ _____

Effective Date: 12/28/1999 Status: Effective

FERC Docket: GT00- 19-000

Original Sheet No. 63 Original Sheet No. 63 : Superseded

CREDIT APPLICATION - cont.

Is Customer:

- * Operating under federal bankruptcy laws Yes____ No____
- * Subject to liquidation or debt reduction procedures under state laws? Yes____ No____
- Subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration of Shipper's financial condition? Yes____ No____
- * Subject to any collection lawsuits or outstanding judgements which would affect Shipper's ability to remain solvent? Yes____ No____
- * Attach copies of your financial statements (to include, at least, two most recent years on an annual basis and 3 most recent monthly or quarterly statements).
- * Attach a copy of your most recent Annual Report and SEC Form 10-K, if applicable.

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

