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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Original Sheet No. 0 Cimarron River Pipeline, LLC: Original Volume No. 1
Original Sheet No. 0

FERC GAS TARIFF

Original Volume No. 1

of

CIMARRON RIVER PIPELINE, LLC

Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Original Sheet No. 1 Original Sheet No. 1

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Original Sheet No. 2 Original Sheet No. 2

PRELIMINARY STATEMENT

Cimarron River Pipeline, LLC ("Transporter") is a natural gas company subject to the jurisdiction of the Federal Energy Regulatory Commission ("Commission" or "FERC") as to its Anadarko Basin area pipeline system that extends from the north Texas Panhandle and Northwest Oklahoma through the Oklahoma Panhandle and into southwestern Kansas. This pipeline system is a "wet gas" system that receives raw gas on an open access basis from many gas gathering connections in the Anadarko Basin area.

Effective Date: 12/15/2008 Status: Effective

FERC Docket: RP09-79-000

First Revised Sheet No. 3 First Revised Sheet No. 3
Superseding: Original Sheet No. 3

SYSTEM MAP

Effective Date: 12/15/2008 Status: Effective
FERC Docket: RP09-79-000

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

MILEAGE INDICATOR DISTRICTS

OR "MIDS" SYSTEM MAP

Effective Date: 12/15/2008 Status: Effective
FERC Docket: RP09-79-000

First Revised Sheet No. 5 First Revised Sheet No. 5
Superseding: Original Sheet No. 5

TRANSPORTER DEHYDRATION SITES MAP

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Sheet Nos. 6 - 15 Sheet Nos. 6 - 15

RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Original Sheet No. 16 Original Sheet No. 16

STATEMENT OF EFFECTIVE TRANSPORTATION RATES
(All Rates are in \$/Dth)

Rate Schedule	Maximum Rate	Minimum Rate
FT		
Reservation Rate	\$5.2833	\$0.0000
Commodity Rate	\$0.0169	\$0.0169
Authorized Overrun Rate	\$0.1906	\$0.0169
IT		
Commodity Rate	\$0.1906	\$0.0169

Effective Date: 09/01/2008 Status: Pending
 FERC Docket: CP08-17-002

Substitute Original Sheet No. 17 Substitute Original Sheet No. 17

IN KIND FUEL REIMBURSEMENT RATES MATRIX

Receipt MID	Description	Delivery MID			
		1	2	3	4
1	ML Fuel	2.76%	2.76%	2.76%	2.76%
	Field Fuel	0.57%	0.57%	0.57%	0.57%
	Total	3.33%	3.33%	3.33%	3.33%
2	ML Fuel	2.76%	2.76%	2.76%	2.76%
	Field Fuel	2.46%	2.46%	2.46%	2.46%
	Total	5.22%	5.22%	5.22%	5.22%
3	ML Fuel	2.76%	2.76%	2.76%	2.76%
	Field Fuel	2.23%	2.23%	2.23%	2.23%
	Total	4.99%	4.99%	4.99%	4.99%
4	ML Fuel	2.76%	2.76%	2.76%	0.22%
	Field Fuel	3.30%	3.30%	3.30%	3.30%
	Total	6.06%	6.06%	6.06%	3.52%

Notes:

- "MID" means Mileage Indicator District. "UAF" means Unaccounted For gas.
- Main Line or "ML" Fuel includes UAF of 0.22%. This UAF percentage applies to all transportation quantities.
- Transporter will adjust its Fuel Reimbursement percentages under Section 12 of the General Terms and Conditions of this Tariff.

Effective Date: 09/01/2010 Status: Effective
 FERC Docket: RP10-1031-000

Third Revised Sheet No. 17 Third Revised Sheet No. 17
 Superseding: Second Revised Sheet No. 17

IN KIND FUEL REIMBURSEMENT RATES MATRIX

Receipt MID	Description	Delivery MID			
		1	2	3	4
1	ML Fuel	2.40%	2.40%	2.40%	2.40%
	Field Fuel	0.34%	0.34%	0.34%	0.34%
	Total	2.74%	2.74%	2.74%	2.74%
2	ML Fuel	2.40%	2.40%	2.40%	2.40%
	Field Fuel	2.25%	2.25%	2.25%	2.25%
	Total	4.65%	4.65%	4.65%	4.65%
3	ML Fuel	2.40%	2.40%	2.40%	2.40%
	Field Fuel	2.39%	2.39%	2.39%	2.39%
	Total	4.79%	4.79%	4.79%	4.79%
4	ML Fuel	2.40%	2.40%	2.40%	0.92%
	Field Fuel	3.98%	3.98%	3.98%	3.98%
	Total	6.38%	6.38%	6.38%	4.90%

Notes:

- "MID" means Mileage Indicator District. "UAF" means Unaccounted For gas.
- Main Line or "ML" Fuel includes UAF of 0.92%. This UAF percentage applies to all transportation quantities.
- Transporter will adjust its Fuel Reimbursement percentages under Section 12 of the General Terms and Conditions of this Tariff.

Effective Date: 12/03/2008 Status: Effective
 FERC Docket: RP09-16-003

Third Revised Sheet No. 18 Third Revised Sheet No. 18
 Superseding: Second Revised Sheet No. 18

STATEMENT OF NEGOTIATED RATES

POI	Receipt Point Description	Negotiated Transaction Rate (\$ per Dth)	Maximum Daily Delivery Quantity (Dth/Day)
	Shipper: Connect Energy Services, LLC (Rate Schedule FT)		
	Effective Date: October 9, 2008		
	Expiration Date: October 8, 2018		
62789	Spearman	\$0.15	26,554
59531	NNG/Continental Janzen	\$0.15	8,000
2160	Spearman Compressor	\$0.15	4,500
2509	Perryton Compressor	\$0.15	10,000
59945	CNG Gathering/NNG		
	Dude Wilson Northrup	\$0.15	10,000
96	Northrup Compressor Station	\$0.15	2,500
63023	CNG / NNG Ellis Co. I/C	\$0.08	7,000
25895	Baldwin	\$0.15	57
62443	Halliburton	\$0.15	57
30	Clark County #2	\$0.15	28
29	Clark County #1	\$0.15	68
6	Beaver County #1	\$0.15	114
8	Beaver County #2	\$0.15	68
9	Beaver County #3	\$0.15	68
11	Beaver County #6	\$0.15	312
17	Beaver County #12	\$0.15	227
18	Beaver County #13	\$0.15	57
149	Woodward County #3	\$0.15	23
78109	Ellis County #2/ONEOK	\$0.15	57
12	Beaver County #7	\$0.08	11,577

Notes:

(a) The Negotiated Transaction Rate is a total volumetric rate, inclusive of Transporter's FT Reservation and Commodity Rates, as well as all rate surcharges, and is billed based on actual quantities delivered to Shipper's Delivery Point(s). The Negotiated Transaction Rate will be adjusted annually commencing on the first of the Month following the first anniversary of the date of initial transportation service under this Agreement and each subsequent anniversary thereafter to reflect the changes, if any, in the Consumer Price Index for all Urban Consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics or any other successor or substitute agency or authority ("CPI Index"). The Negotiated Transaction Rate then in effect shall be adjusted by the percentage increase or decrease in the CPI Index for the most recent 12-month period compared to the immediately preceding 12-month period; provided, however, the then-existing Negotiated Transaction Rate shall never be increased by more than three percent (3%) per year nor reduced below the original Negotiated Transaction Rate stated above.

(b) The Negotiated Transaction Rate for each listed Receipt Point applies to redeliveries at each of the following Delivery Points: (i) the PVR Beaver Plant, (ii) the Mullinville interconnect with Northern Natural Gas Company or (iii) the PVR Spearman Plant.

Effective Date: 12/03/2008 Status: Effective
FERC Docket: RP09-16-003

First Revised Sheet No. 19 First Revised Sheet No. 19
Superseding: Original Sheet No. 19

STATEMENT OF NEGOTIATED RATES

Shipper: Mewbourne Oil Company (Rate Schedule FT)
Effective Date: October 9, 2008
Expiration Date: October 8, 2018

(a) The transportation rate is \$0.15 per Dth delivered for deliveries at the PVR Beaver Plant and at the Mullinville interconnect with Northern Natural Gas Company ("Northern").

(b) The transportation rate is \$0.05 per Dth delivered for gas received at Receipt Point Nos. 26106 (Farnsworth), 2160-Spearman (WTG) and 2160-Spearman (DCP) and for gas received in the path upstream of and redeliveries to the PVR Spearman Plant, except for gas received at Receipt Point No. 59531 (NNG/Continental Janzen) or Receipt Point No. 62789 (CNG Spearman), for both of which receipt points the transportation rate is that provided in (a). No backhauls or exchanges are permitted at this rate.

(c) The transportation rates identified in (a) and (b) above apply from any Receipt Point up to a Maximum Daily Quantity of 24,000 Dth per day throughout the term of this Agreement, and to the extent the Maximum Daily Quantity may increase under (d) below.

(d) Shipper may opt to increase its Maximum Daily Quantity to up to a total of 34,000 Dth per day in years three through five of the term of this Agreement and up to a total of 44,000 Dth per; day in years six through ten of the term of this Agreement, provided that the additional capacity exists and is available at the time of the request at the Receipt Point(s) for which Shipper requests the additional capacity. Transporter will not be obliged to construct additional capacity or to commit to any capital expenditure to accommodate a Shipper request for added capacity rights under this option. The negotiated rates stated above will apply to any additions to Shipper's Maximum Daily Quantity resulting from Shipper's exercise of either or both of these options.

Effective Date: 11/01/2008 Status: Effective
FERC Docket: RP09-16-003

Substitute First Revised Sheet No. 20 Substitute First Revised Sheet No. 20
Superseding: Original Sheet No. 20

STATEMENT OF NEGOTIATED RATES

Shipper: DCP Midstream, LP (Rate Schedule FT)
Effective Date: October 9, 2008
Expiration Date: October 8, 2018
Shipper's transportation rate is \$0.15 per Dth delivered up to a quantity of 289,220 Dth per day for all receipt and deliver points.

Shipper: EOG Resources, Inc. (Rate Schedule FT)
Effective Date: November 1, 2008
Expiration Date: October 31, 2018
Shipper's transportation rate is \$0.15 per Dth delivered up to a quantity of 40,000 Dth per day for all receipt and deliver points.

Effective Date: 10/09/2008 Status: Effective
FERC Docket: RP09-16-000

Sheet Nos. 21 - 30 Sheet Nos. 21 - 30

RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 31 Original Sheet No. 31

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule FT is available to any Shipper who requests transportation of gas on a firm basis through Transporter's system pursuant to Part 284 of the FERC's Regulations and who has executed a FT Transportation Service Agreement ("FT TSA") with Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule applies to transportation of gas on Transporter's System on a firm basis, which shall be for quantities up to the Maximum Daily Quantity or "MDQ" identified in the FT TSA.

2.2 Shipper's MDQ shall be a uniform quantity throughout the term of the FT TSA, except that Transporter may, but shall not be obligated to, agree on a not unduly discriminatory basis to certain differing levels in Shipper's MDQ for stated periods during the term of the FT TSA. The effective period of each MDQ level shall be stated in the executed FT TSA.

2.3 Transportation service consists of acceptance by Transporter of up to the Maximum Daily Receipt Quantity or "MDRQ" of gas tendered by Shipper for transportation at the Primary Receipt Point(s) stated in Appendix A to the signed FT TSA, the transportation of that gas through Transporter's System, and the delivery of Thermally Equivalent Quantities to Shipper or for Shipper's account, up to the Maximum Daily Delivery Quantity or "MDDQ" at the Delivery Point(s) stated in Appendix A, all on a firm basis. Transporter shall not commence service until Transporter and Shipper have executed a FT TSA.

2.4 Transporter shall not be required to install, operate, or maintain any additional facilities to provide transportation service under this Rate Schedule.

2.5 Service under this Rate Schedule shall be nominated using the procedures in Section 11, Nominations, of this Tariff's General Terms and Conditions.

2.6 Capacity available for firm transportation on Transporter's System shall be allocated under Section 11, Nominations, of this Tariff's General Terms and Conditions.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

3. DELIVERY AND RECEIPT POINTS, PRESSURES, UNIFORM QUANTITIES

3.1 Receipt Point(s):

(a) Receipt Points shall be at the inlet side of Transporter's measurement facilities, or other points as agreed between Transporter and Shipper. Transfer of possession and custody of the gas from Shipper to Transporter shall occur at the Receipt Point.

(b) The MDRQ of gas to be received from Shipper for transportation at each Receipt Point shall be stated in Appendix A to the FT TSA. The total of the MDRQs stated in Appendix A to a FT TSA shall be equal to the MDQ stated in the same FT TSA plus applicable Fuel Reimbursement. When Transporter modifies the Fuel Reimbursement Percentage pursuant to Section 12 of the General Terms and Conditions of this Tariff, Transporter shall adjust Shipper's MDRQs in Appendix A accordingly. The Receipt Points listed in Appendix A will be Primary Receipt Points.

(c) All Receipt Points on Transporter's system not listed in Appendix A of Shipper's FT TSA shall be considered Secondary Receipt Points under that Agreement.

3.2 Delivery Point(s):

(a) Delivery Points shall be at the outlet side of Transporter's measurement facilities at the Delivery Point, or at another point as agreed between Transporter and Shipper. Transfer of the possession and custody of the gas from Transporter to Shipper shall occur at the Delivery Point.

(b) The MDDQ of gas to be delivered to Shipper after transportation at each Delivery Point shall be stated in Appendix A to the FT TSA. The total of the MDDQs stated in Appendix A to a FT TSA shall be the MDQ stated in the same FT TSA. The Delivery Points listed in Appendix A will be Primary Delivery Points.

(c) All Delivery Points on Transporter's system not listed in Appendix A of Shipper's FT TSA shall be considered Secondary Delivery Points under that Agreement.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 33 Original Sheet No. 33

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

3.3 Pressures: Unless otherwise mutually agreed in writing on a not unduly discriminatory basis, Shipper shall deliver gas to Transporter at each Receipt Point, and Transporter shall deliver gas at each Delivery Point, at or near the pressures stated in the General Terms and Conditions of this Tariff. Neither Transporter nor Shipper shall be required to install additional compression to make deliveries unless otherwise mutually agreed in writing on a not unduly discriminatory basis.

3.4 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any Day.

4. RATES AND CHARGES

4.1 Applicable Rates: The applicable rates for service under Rate Schedule FT are the maximum reservation and the commodity rates for Rate Schedule FT stated on the applicable effective sheets of this Tariff. Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service under Rate Schedule FT to any level not less than the Minimum nor more than the Maximum Rates established for this Rate Schedule and stated on the applicable effective sheets of this Tariff. If Transporter and Shipper agree on a rate adjustment, the adjusted rates (a) shall apply solely to service using the Receipt and Delivery Point(s) agreed upon by Transporter, and (b) shall be applicable for the agreed period.

4.2 Surcharges: Shipper shall pay all surcharges stated in the General Terms and Conditions or that otherwise apply to service under this Rate Schedule from time to time.

4.3 Fuel Reimbursement: Shipper shall reimburse Transporter in kind for fuel usage and UAF gas pursuant to this Rate Schedule. A Shipper's Fuel Reimbursement percentage is determined by multiplying the volumes at the Receipt Point by the applicable receipt to delivery Mileage Indicator District or "MID" Fuel Reimbursement rate as stated on the applicable effective sheets of this Tariff. If the Shipper's Receipt Point is upstream of or at a main line compressor facility, the applicable Fuel Reimbursement rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's Receipt Point is upstream of or at a designated field compressor facility, the applicable Fuel Reimbursement rate is the applicable Field Fuel rate plus the applicable ML Fuel rate from the MIDs matrix.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

4.4 Negotiated Rates:

(a) Shipper and Transporter may agree, on a prospective basis, to a Negotiated Rate with respect to the charges identified in Sections 4.1, 4.2, 4.3, and 4.5(a) herein. A Negotiated Rate may be less than, equal to, or greater than the Maximum FT Rates stated on the applicable effective sheets of this Tariff, shall not be less than Minimum FT Rates stated on the applicable effective sheets of this Tariff, may be based on a rate design other than straight fixed variable, and may include a minimum quantity. A Negotiated Rate shall be stated in the FT TSA and on the applicable effective sheets of this Tariff. The Maximum FT Rates shall be available to any Shipper that does not choose a Negotiated Rate.

(b) Shippers paying a Negotiated Rate that exceeds the Maximum Rates will be considered to be paying the Maximum Rates for purposes of scheduling, curtailment, interruption, and matching competing bids for the right of first refusal, or "ROFR." Replacement Shippers under ROFRs may not bid or pay a rate greater than the Maximum Rates and are not eligible for Negotiated Rates.

(c) If capacity subject to a Negotiated Rate that is based on a rate design other than straight fixed variable is released, Shipper and Transporter may agree on billing adjustments to the Releasing Shipper that may vary from or that are in addition to those stated in Section 19 of the General Terms and Conditions to establish the basis of accounting for revenue from an Replacement Shipper as a means of preserving the economic basis of the Negotiated Rate. The payment obligation and crediting mechanism for capacity release shall be stated in the signed FT TSA. Nothing in this Section 4.4 authorizes Transporter or Shipper to negotiate terms and conditions of service.

(d) Transporter will submit to the Commission a tariff sheet stating the exact legal name of the Shipper, the negotiated rate, the rate schedule, the contract term, the Receipt Point(s), Delivery Point(s), the MDQ, and the exact formula underlying a negotiated rate for any negotiated rate agreement. Unless Transporter executes and files a non-conforming Agreement, such tariff sheet will contain a statement that the negotiated rate agreement does not deviate in any material respect from the form of Service Agreement of this Tariff for the applicable rate schedule.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

4.5 Authorized Overrun Charges and Unauthorized Overrun Penalties:

(a) Authorized Overrun Charges. If during one or more Days in the month Shipper nominates quantities of gas in excess of the applicable MDQ stated in the FT TSA and Transporter schedules those quantities, they are "Authorized Overrun Quantities," for firm service. Shipper shall be subject to an Authorized Overrun Rate in addition to the applicable reservation and commodity charges and any applicable balancing charges under Section 13 of this Tariff's General Terms and Conditions. The applicable Authorized Overrun Rate per Dth for overrun quantities shall be as stated on the applicable effective sheets of this Tariff.

(b) Unauthorized Overrun Penalty. In addition to the charges due under Section 4.5(a) above, and subject to Section 4.5(c) below, if Shipper overruns MDQ quantities without Transporter's authorization, Shipper shall be subject to an Unauthorized Overrun Penalty as stated in Section 15.1(a) of this Tariff's General Terms and Conditions.

(c) Unauthorized Overrun Penalty During an OFO. Transporter may issue an operational flow order or "OFO" and, if it does so, Transporter shall notify Shippers through the Internet Website and by telephone, facsimile, or e-mail communication. Once issued, the OFO shall continue until Transporter notifies Shippers to the contrary using the above methods. When an OFO has been issued that requires elimination of unauthorized overruns and the Shipper does not timely comply, the applicable Unauthorized Overrun Penalty is as stated in Section 15.9 of the General Terms and Conditions.

5. MONTHLY BILL

The Monthly Bill for deliveries under this Rate Schedule shall include the following:

(a) Reservation Charge: A reservation charge equal to the product of the applicable Reservation Rate multiplied by the Maximum Daily Quantity stated in the FT TSA;

(b) Commodity Charge: The applicable Commodity Rate, multiplied by the Dth of gas delivered and allocated to Shipper's FT TSA at the Delivery Point(s) in the month; and

(c) Other Charges: Any applicable balancing charges, overrun charges, surcharges, and any other charges stated in the applicable effective sheets of this Tariff.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

6. REQUESTS FOR FT TRANSPORTATION SERVICE

6.1 Any person desiring transportation service under Rate Schedule FT must provide the information required by this Section to qualify for transportation service in writing (by mail, facsimile, or e-mail communication). If Transporter determines that Shipper's request is incomplete or deficient, Transporter shall so notify Shipper. A request for service shall be made no earlier than 90 days prior to the proposed commencement date of service, and shall not be accepted unless capacity to render the service is available; however, if construction of facilities is required, the person may make the request at an earlier date. All completed service requests are to be sent to:

Cimarron River Pipeline, LLC
6120 South Yale, Suite 1100
Tulsa, OK 74136
Attention: Contract Administration
Phone: (918) 524-0500
Facsimile: (918) 524-0986

6.2 Transport Requests: A request for transportation service must include the following:

- (a) Gas Quantities: The desired MDQ in Dth.
- (b) Receipt Point(s): The desired Receipt Point(s) for the requested transportation and the associated MDRQ at each requested Receipt Point.
- (c) Delivery Point(s): The Delivery Point(s) designated for the requested transportation, and the associated MDDQ at each requested Delivery Point.
- (d) Term: The proposed commencement and termination dates of service. If no service is provided for a one year period, Transporter may terminate the FT TSA upon 30 days notice.
- (e) Shipper Certification: Unless waived by Transporter, a statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have good title to the gas to be delivered to Transporter or the full right and authority to deliver the gas.
- (f) Facilities: Identification and location of any facilities to be constructed or installed by any party.

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

6.3 Credit Evaluation: Any person seeking new service from Transporter under Rate Schedule FT must provide sufficient information to enable Transporter to determine Shipper's creditworthiness under Section 5 of the General Terms and Conditions of this Tariff.

6.4 Capacity Available of Firm Transportation:

(a) Firm capacity that is or becomes available on Transporter's system from time to time shall be allocated on a net present value basis. To the extent that two or more requests for firm transportation service are received during the same Evaluation Period and the requests involve the same capacity, in whole or in part, the firm capacity will be allocated to the request(s) generating the highest net present value to Transporter. Net present value will be determined based on the discounted cash flow of revenues to Transporter produced, lost, or affected by the request(s) for service. In determining the highest net present value, Transporter will consider only objective criteria. These criteria may include but are not limited to the maximum contract quantity requested, the term of the service requested, the offered rate, the date when the requested service would commence and terminate, creditworthiness, and other objective criteria available based on the received requests for service. The net present value discount factor used by Transporter will be applied consistently to all requests for capacity within an Evaluation Period.

(b) If Transporter receives two or more requests for firm transportation service that produce an equivalent net present value, any available capacity will be allocated between or among those requests on a pro rata basis; provided, however, if one or more party(s) is offered capacity on a pro rata basis pursuant to this Section and any party declines to contract for the capacity, that party's request shall be deemed void, and the available capacity will be reallocated among the remaining requests that produced equivalent net present values.

(c) To the extent Transporter has available unsubscribed firm capacity, Transporter reserves the right, but shall not be obligated, to reserve the capacity for a future expansion project, pursuant to Section 21.4 of the General Terms and Conditions.

6.5 Modification of Service: Any modification of an existing transportation service under Rate Schedule FT shall be requested by Shipper's submission of a new written service request with a notation that the service requested is a modification of an existing service. The modification shall be effective after the request for service has been fully processed and accepted by Transporter.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Original Sheet No. 38 Original Sheet No. 38

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
continued

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with information as needed to meet the requirements placed on Transporter pursuant to the Commission's orders and regulations. The General Terms and Conditions of this Tariff, as they may be revised from time to time, are incorporated as part of this Rate Schedule.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 50 Original Sheet No. 50

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule IT is available to any Shipper who requests transportation of gas on an interruptible basis through Transporter's system pursuant to Part 284 of the FERC's Regulations and who has executed an Interruptible Transportation Service Agreement ("IT TSA") with Transporter.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to transportation of gas on Transporter's system, on an interruptible basis, when and to the extent that Transporter determines that capacity is available in Transporter's system, subject to the availability of capacity sufficient to provide service, up to the Maximum Daily Quantity or "MDQ" stated in the IT TSA.

2.2 Transportation service hereunder shall consist of the acceptance by Transporter of gas tendered by Shipper for transportation at Receipt Point(s), transportation of that gas in Transporter's system, and delivery of Thermally Equivalent Quantities to Shipper or for Shipper's account at the stated Delivery Point(s), all on an interruptible basis. Transporter shall not commence service until Transporter and Shipper have executed an IT TSA.

2.3 Transporter shall not be required to install, operate, or maintain any additional facilities to provide transportation service under this Rate Schedule.

2.4 Service under this Rate Schedule shall be nominated using the procedures stated in Section 11, Nominations, of Transporter's General Terms and Conditions.

2.5 Capacity available for interruptible transportation shall be allocated under Section 11, Nominations, of Transporter's General Terms and Conditions.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
continued

3. DELIVERY AND RECEIPT POINTS, PRESSURES, UNIFORM QUANTITIES

3.1 Receipt Point(s): Receipt Points shall be at the inlet side of Transporter's measurement facilities, or other points as agreed between Transporter and Shipper. Transfer of possession and custody of the gas from Shipper to Transporter shall occur at the Receipt Point.

3.2 Delivery Point(s): Delivery Points shall be at the outlet side of Transporter's measurement facilities at the Delivery Point, or at another point as agreed between Transporter and Shipper. Transfer of the possession and custody of the gas from Transporter to Shipper shall occur at the Delivery Point.

3.3 Pressures: Shipper shall deliver gas to Transporter at each Receipt Point, and Transporter shall deliver gas at each Delivery Point at or near the pressure stated in the General Terms and Conditions of this Tariff. In no event shall Transporter or Shipper be required to install additional compression to make deliveries.

3.4 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any Day.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
continued

4. RATES AND CHARGES

4.1 Applicable Rates: The applicable rate for service under Rate Schedule IT is the maximum commodity rate for Rate Schedule IT stated on the applicable effective sheets of this Tariff. Transporter has the right at any time and from time to time to adjust the rates applicable to any transportation service under Rate Schedule IT to any level not less than the minimum nor more than the maximum rates established for this Rate Schedule and stated on the applicable effective sheets of this Tariff. If Transporter makes such an adjustment, the adjusted rates (a) shall apply solely to service using the agreed Receipt and Delivery Point(s), and (b) shall be applicable for the agreed quantity and period.

4.2 Surcharges: Shipper shall pay all surcharges stated in the General Terms and Conditions or that otherwise apply to service under this Rate Schedule from time to time.

4.3 Fuel Reimbursement: Shipper shall reimburse Transporter in kind for fuel usage and UAF gas pursuant to this Rate Schedule. A Shipper's Fuel Reimbursement percentage is determined by multiplying the volumes at the Receipt Point by the applicable receipt to delivery Mileage Indicator District or MID Fuel Reimbursement rate stated on the applicable effective sheets of this Tariff. If the Shipper's Receipt Point is upstream of or at a main line compressor facility, the applicable Fuel Reimbursement rate is the "ML Fuel" rate from the MIDs matrix. If the Shipper's Receipt Point is upstream of or at a designated field compressor facility, the applicable Fuel Reimbursement rate is the applicable Field Fuel rate plus the applicable total rate from the MIDs matrix.

4.4 Negotiated Rates:

(a) Shipper and Transporter may agree, on a prospective basis, to a Negotiated Rate with respect to the charges identified in Sections 4.1, 4.2, 4.3, and 4.5(a) herein. A Negotiated Rate may be less than, equal to, or greater than the Maximum IT Rates stated on the applicable effective sheets of this Tariff, shall not be less than Minimum IT Rates stated on the applicable effective sheets of this Tariff, may be based on a rate design other than straight fixed variable, and may include a minimum quantity. A Negotiated Rate shall be stated in the IT TSA and on the applicable effective sheets of this Tariff. The Maximum IT Rates shall be available to any Shipper that does not choose a Negotiated Rate.

(b) Shippers paying a Negotiated Rate that exceeds the Maximum IT Rate will be considered to be paying the Maximum IT Rate for purposes of scheduling, curtailment, and interruption.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
continued

(c) Nothing in this Section 4.4 authorizes Transporter or Shipper to negotiate terms and conditions of service.

(d) Transporter will submit to the Commission a tariff sheet stating the exact legal name of the Shipper, the negotiated rate, the rate schedule, the contract term, the Receipt Point(s), Delivery Point(s), the MDQ, and the exact formula underlying a negotiated rate for any negotiated rate agreement. Unless Transporter executes and files a non-conforming Agreement, such tariff sheet will contain a statement that the negotiated rate agreement does not deviate in any material respect from the form of Service Agreement of this Tariff for the applicable rate schedule.

4.5 Authorized Overrun Charges and Unauthorized Overrun Penalties:

(a) Authorized Overrun Charges. If during one or more Days in the month Shipper nominates quantities of gas in excess of the applicable MDQ stated in the IT TSA and Transporter schedules those quantities, they are "Authorized Overrun Quantities," and the maximum IT rate will apply to those quantities.

(b) Unauthorized Overrun Penalty. In addition to the charges due under Section 4.5(a) above, and subject to Section 4.5(c) below, if Shipper overruns quantities without Transporter's authorization, Shipper shall be subject to an Unauthorized Overrun Penalty as stated in Section 15.1(a) of this Tariff's General Terms and Conditions.

(c) Unauthorized Overrun Penalty During an OFO. Transporter may issue an operational flow order or "OFO" and, if it does so, Transporter shall notify Shippers through the Internet Website and by telephone, facsimile, or e-mail communication. Once issued, the OFO shall continue until Transporter notifies Shippers to the contrary using the above methods. When an OFO has been issued that requires elimination of unauthorized overruns and the Shipper does not timely comply, the applicable Unauthorized Overrun Penalty is as stated in Section 15.9 of the General Terms and Conditions.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
continued

5. MONTHLY BILL

The Monthly Bill for deliveries under this Rate Schedule shall include the following:

(a) Commodity Charges: The Monthly Bill for deliveries under this Rate Schedule shall be the applicable Commodity Rate multiplied by the Dth of gas delivered and allocated to Shipper's IT TSA at all Delivery Points in the month.

(b) Other Charges: Any applicable balancing charges, overrun charges, surcharges, and any other charges stated in the applicable effective sheets of this Tariff.

6. REQUESTS FOR IT TRANSPORTATION SERVICE

6.1 Transporter Address for Requests: Any person desiring transportation service under Rate Schedule IT must provide the information required by this Section to qualify for transportation service in writing (by mail, facsimile, or e-mail communication). If Transporter determines that Shipper's request is incomplete or deficient, Transporter shall so notify Shipper. All completed service requests are to be sent to:

Cimarron River Pipeline, LLC
6120 South Yale, Suite 1100
Tulsa, OK 74136
Attention: Contract Administration
Phone: (918) 524-0500
Facsimile: (918) 524-0986

6.2 Transport Requests: A request for transportation service must include the following:

(a) Gas Quantities: The desired MDQ in Dth.

(b) Term: The proposed commencement and termination dates of service. If no service is provided for a one year period, Transporter may terminate the IT TSA upon 30 days notice.

(c) Shipper Certification: Unless waived by Transporter, a statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have good title to the gas to be delivered to Transporter or the full right and authority to deliver the gas.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
continued

(d) Facilities: Identification and location of any facilities to be constructed or installed by any party.

6.3 Credit Evaluation: Any person seeking new service from Transporter under Rate Schedule IT must provide sufficient information to enable Transporter to determine the Shipper's creditworthiness under Section 5 of the General Terms and Conditions of this Tariff.

6.4 Modification of Service: Any modification of an existing transportation service under Rate Schedule IT shall be requested by Shipper's submission of a new written service request with a notation that the service requested is a modification of an existing service. The modification shall be effective after the request for service has been fully processed and accepted by Transporter.

7. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with information as needed to meet the requirements placed on Transporter pursuant to the Commission's orders and regulations. The General Terms and Conditions of this Tariff, as they may be revised from time to time, are incorporated as part of this Rate Schedule.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 66 Original Sheet No. 66

RATE SCHEDULE MPS
MID Pooling Service

1. AVAILABILITY

Pooling is the aggregation of gas from multiple physical points to a single paper Pooling Point. Pooling Points have been established to provide Shippers and Pooling Customers the means to aggregate supplies using a pooling MPS Agreement under this Rate Schedule MPS. Deliveries from Pooling Points may occur under any FT or IT TSA, where the Pooling Points are Receipt Points under the FT or IT TSA. This Rate Schedule MPS is available to any legal entity for the pooling of gas within each of the Mileage Indicator Districts or MIDs for subsequent firm or interruptible transportation service by Transporter under the following terms and conditions:

(a) The legal entity, or Pooling Customer, must have executed a MID Pooling Service Agreement ("MPS Agreement") in the form contained in this Tariff; and

(b) The pooling service shall be subject to all of the terms and conditions in this Rate Schedule and in the General Terms and Conditions of this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

Subject to this Rate Schedule MPS and the General Terms and Conditions of this Tariff, Transporter's service under a MPS Agreement shall consist of the following:

(a) Each MID is an individual pooling area; each MID pooling area contains one paper Pooling Point that can serve as a pool to aggregate gas receipts for all of the Receipt Points in the same MID pooling area.

(b) A Pooling Customer may bring gas receipts to a Pooling Point only from Receipt Points located in the same MID pooling area. Transporter will establish a unique Pooling Point code for each MID in each MPS Agreement.

(c) Each Pooling Customer shall nominate under Section 11 of the General Terms and Conditions the receipts that are to be delivered into each Pooling Point. The total daily quantities nominated by the Pooling Customer from Receipt Point(s) for delivery into a pool must equal the total daily quantities nominated away from that pool. A Pooling Customer may not net receipts between different Pooling Points to balance its receipts and deliveries from a Pooling Point.

RATE SCHEDULE MPS
MID Pooling Service
Continued

(d) The Pooling Customer is responsible for any imbalance that occurs at each Receipt Point between actual allocated receipt quantities and confirmed receipt nominations. For imbalance purposes, at the end of each month, the MPS Agreement imbalances at all MID pools may be netted with any transportation contract imbalances incurred by the Pooling Customer, and any remaining imbalance will be subject to resolution pursuant to Section 13 of the General Terms and Conditions.

(e) While maintaining a balance of all volumes at a Pooling Point, a Pooling Customer may transfer gas to another Pooling Customer in the same MID through the nomination process without incurring a transportation or Fuel Reimbursement charge.

(f) A Pooling Customer may deliver gas at a Pooling Point only to another Pooling Customer or to a transportation Shipper.

(g) A Pooling Customer may enter into multiple MPS Agreements.

(h) A MID Pooling Point may be either a primary or a secondary point for FT Shippers, and is also available for IT Shippers. Transporter will consider a MID Pooling Point a Primary Receipt Point for purposes of allocations at the MID's pool to the extent the Shipper holds primary Receipt Point capacity within the same MID. In capacity allocations, Transporter will allocate gas to the MIDs Pooling Points based upon the priority of the capacity the Shipper has contracted at the specific Receipt Point(s) upstream of that MID's Pooling Point under Section 11 of the General Terms and Conditions of this Tariff.

3. RATES AND CHARGES

3.1 Transporter will not charge a rate to a Pooling Customer for gas nominated from a Receipt Point for delivery to the Pooling Point in the same MID under this MPS Rate Schedule; provided that if the gas is being nominated from a Field Fuel Receipt Point, the Pooling Customer shall pay the applicable Tariff Field Fuel Reimbursement rate.

RATE SCHEDULE MPS
MID Pooling Service
Continued

3.2 Negotiated Rates

(a) Shipper and Transporter may agree, on a prospective basis, to a Negotiated Rate with respect to the charges identified in Section 3.1 herein. A Negotiated Rate may be less than, equal to, or greater than the Field Fuel Reimbursement rate stated on the applicable effective sheets of this Tariff. A Negotiated Rate shall be stated in the MPS Agreement and on the applicable effective sheets of this Tariff. The Maximum Field Fuel Reimbursement rates shall be available to any Shipper that does not choose a Negotiated Rate. Nothing in this Section authorizes Transporter or Shipper to negotiate terms and conditions of service.

(b) Transporter will submit to the Commission a tariff sheet stating the exact legal name of the Shipper, the negotiated rate, the rate schedule, the contract term, the Receipt Point(s), Delivery Point(s), the MDQ, and the exact formula underlying a negotiated rate for any negotiated rate agreement. Unless Transporter executes and files a non-conforming Agreement, such tariff sheet will contain a statement that the negotiated rate agreement does not deviate in any material respect from the form of Service Agreement of this Tariff for the applicable rate schedule.

4. MONTHLY BILL

The Monthly Bill for deliveries under this Rate Schedule shall include any applicable balancing charges, surcharges, and any other charges stated in the applicable effective sheets of this Tariff.

5. REQUESTS FOR MID POOLING SERVICE

5.1 Any person desiring service under Rate Schedule MPS must provide the information required by this Section to qualify for MID pooling service in writing (by mail, facsimile, or e-mail communication). If Transporter determines that Shipper's request is incomplete or deficient, Transporter shall so notify Shipper. All completed service requests are to be sent to:

Cimarron River Pipeline, LLC
6120 South Yale, Suite 1100
Tulsa, OK 74136
Attention: Contract Administration
Phone: (918) 524-0500
Facsimile: (918) 524-0986

RATE SCHEDULE MPS
MID Pooling Service
Continued

5.2 Pooling Requests: A request for pooling must include the following:

(a) Gas Quantities: The desired MDQ in Dth.

(b) Receipt Point(s): The desired MID.

(c) Term: The proposed commencement and termination dates of service. If no service is provided for a one year period, Transporter may terminate the MID Pooling Service Agreement.

(d) Shipper Certification: Unless waived by Transporter, a statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have good title to the gas to be delivered to Transporter or the full right and authority to deliver the gas.

(e) Facilities: Identification and location of any facilities to be constructed or installed by any person.

5.3 Credit Evaluation: Any person seeking new service from Transporter under Rate Schedule MPS must provide sufficient information to enable Transporter to determine Shipper's creditworthiness under Section 5 of the General Terms and Conditions of this Tariff.

5.4 Modification of Service: Any modification of an existing service under Rate Schedule MPS shall be requested by Shipper's submission of a new written service request with a notation that the service requested is a modification of an existing service. The modification shall be effective after the request for service has been fully processed and accepted by Transporter.

6. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with information as needed to meet the requirements placed on Transporter pursuant to the Commission's orders and regulations. The General Terms and Conditions of this Tariff, as they may be revised from time to time, are incorporated as part of this Rate Schedule.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 100 Original Sheet No. 100

GENERAL TERMS AND CONDITIONS

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

The following terms shall have the following meanings when used in this Tariff, these General Terms and Conditions, or in a Transportation Service Agreement ("TSA") or MID Pooling Service Agreement ("MPS Agreement") signed for service under a Rate Schedule contained in this Tariff, whether or not used with initial capitals:

- (a) "Annual" - the consecutive 12 months January through December.
- (b) "British Thermal Unit" or "Btu" - a measurement unit for a quantity of energy available or released as heat.
- (c) "Business Day" - Monday through Friday, excluding federal banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.
- (d) "Central clock time" or "CCT" - central daylight time when daylight savings time is in effect and central standard time when daylight savings time is not in effect.
- (e) "Day" or "day" - a period of twenty four consecutive hours, beginning and ending at 9:00 a.m. CCT.
- (f) "Dekatherm" or "Dth" - the quantity of heat energy equivalent to 1,000,000 British Thermal Units, or one MMBtu. One Dekatherm of gas means the quantity of gas that contains one Dekatherm of heat energy.
- (g) "Delivery Point" - the point, which may or may not be a physical point, at which Transporter delivers gas to the Shipper.
- (h) "Delivery Point Operator" - Any person interconnected to Transporter or acting as agent for the interconnected party who is authorized to confirm Shipper Delivery Point nominations and ensure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the Delivery Point nominations. The Delivery Point Operator must have the ability to control or cause control of the physical operation of the facilities interconnected to Transporter's receipt facilities.
- (i) "Evaluation Period" - the period between Transporter's receipt of Shipper's valid request for firm transportation service and Shipper's execution of a FT TSA.
- (j) "FERC" or "Commission" - the Federal Energy Regulatory Commission and any successor regulatory body.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - continued

- (k) "Firm" - not subject to interruption except as otherwise provided in Rate Schedule FT, the applicable TSA, or the General Terms and Conditions of this Tariff.
- (l) "Fuel Reimbursement" - the reimbursement by Shipper in kind for fuel usage and UAF gas.
- (m) "Gas" or "gas" - natural gas; a mixture of hydrocarbons consisting primarily of methane, with other hydrocarbons and noncombustible gases in a gaseous state, produced from below the surface of the earth.
- (n) "GPM" - liquefiable hydrocarbons or NGLs, stated in gallons per Mcf of gas.
- (o) "Gross Heating Value" - the amount of energy transferred as heat per mass or mole from the complete, ideal combustion of the gas with oxygen from the air, at a base temperature in which all water formed by the reaction condenses to liquid.
- (p) "Imbalance Penalty" - variance between the price determined under the cash out procedures and 100% of Index Price.
- (q) "Internet Website" - the computer information publication system established by Transporter more fully described in Section 23 below.
- (r) "Interruptible" - subject to interruption when and to the extent that Transporter determines that capacity is not available in its existing facilities under Rate Schedule IT, the applicable TSA, or the General Terms and Conditions of this Tariff.
- (s) "Maximum Daily Delivery Quantity" or "MDDQ" - the maximum daily quantity of gas in Dth that Transporter shall deliver to or for the account of Shipper at each Delivery Point on each Day during the term of and under Shipper's FT TSA, as stated in Appendix A to the TSA. The total of the MDDQs is to equal the MDQ.
- (t) "Maximum Daily Quantity" or "MDQ" - the maximum daily quantity of gas in Dth that Transporter agrees to receive, transport, and deliver as stated in the applicable TSA on any Day during the term of the TSA.
- (u) "Maximum Daily Receipt Quantity" or "MDRQ" - the maximum daily quantity of gas in Dth that Transporter shall receive from or for the account of Shipper at each Receipt Point on each Day during the term of and under Shipper's FT TSA, as stated in Appendix A to the TSA, inclusive of Fuel Reimbursement.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - continued

- (v) "Mcf" - 1,000 cubic feet of gas at 14.73 psia and 60° Fahrenheit. Ccf -- 100 cubic feet of gas at the same conditions.
- (w) "Mileage Indicator District" or "MID" - the geographic regions shown on Transporter's System MID Map used for determination of Fuel Reimbursement and the Pooling Point.
- (x) "Month" - the period beginning at 9:00 a.m. CCT on the first Day of the calendar month and ending 9:00 a.m. CCT on the first Day of the next calendar month.
- (y) "NAESB" - the North American Energy Standards Board.
- (z) "NAESB Standard" - the standards issued by NAESB and adopted by the Federal Energy Regulatory Commission.
- (aa) "Natural Gas Liquids" or "NGLs" - ethane and heavier liquefiable hydrocarbons separated from gas, and any incidental methane in NGL after processing.
- (ab) "Negotiated Rate" - the rate and rate related terms agreed by Shipper and Transporter, that may be less than, equal to or greater than the Maximum Rate, but shall not be less than the Minimum Rate stated in the applicable effective sheets of this Tariff. The Negotiated Rate may be based on a rate design other than straight fixed variable and may include a minimum quantity.
- (ac) "Operational Balancing Agreement" or "OBA" - a contract between two parties that specifies the procedures to manage any variance between actual quantities and confirmed quantities at an interconnect.
- (ad) "Operational Flow Order" or "OFO" - an order issued by Transporter in the circumstances stated in Section 15 below requiring Shipper(s) to take a certain action(s) or to refrain from taking a certain action(s).
- (ae) "Pooling Customer" - a Shipper that has executed a MID Pooling Service Agreement, or MPS Agreement.
- (af) "Pooling Point" - unique to each MPS Agreement, a paper point for gas pooling for each MID pooling area.
- (ag) "Primary Delivery Point" - those Delivery Points listed on Appendix A of the FT TSA with a specific firm volume assigned.
- (ah) "Primary Path" - the portion of capacity physically located between the designated Primary Receipt Point(s) and Primary Delivery Point(s).

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - continued

- (ai) "Primary Receipt Point" - those Receipt Points listed on Appendix A of the FT TSA with a specific firm volume assigned. A MID Pooling Point will also be considered a Primary Receipt Point to the extent the Shipper holds primary Receipt Point capacity within the same MID.
- (aj) "psia" - pounds per square inch absolute.
- (ak) "psig" - pounds per square inch gauge.
- (al) "Receipt Point" - the point, which may or may not be a physical point, at which the Shipper delivers gas to Transporter.
- (am) "Receipt Point Operator" - Any person interconnected to Transporter or acting as agent for the interconnected party who is authorized to confirm Shipper Receipt Point nominations and ensure, in cooperation with the Shipper and other parties in the confirmation path, that physical flows conform to the Receipt Point nominations. The Receipt Point Operator must have the ability to control or cause the control of physical operation of the facilities interconnected to Transporter's delivery facilities.
- (an) "Scheduled Quantity" - the quantity of gas in Dth that (i) Shipper nominates for receipt by Transporter at a Receipt Point (including Fuel Reimbursement) or for redelivery by Transporter to Shipper at a Delivery Point, that (ii) Transporter schedules for receipt or delivery, and that (iii) the Receipt Point Operator or Delivery Point Operator of the connecting facilities confirms.
- (ao) "Secondary Delivery Point" - all Delivery Points on Transporter's system other than those defined as Primary Delivery Points.
- (ap) "Secondary Receipt Point" - all Receipt Points on Transporter's system other than those defined as Primary Receipt Points.
- (aq) "Shipper" - a party that executes a TSA or MPS Agreement with Transporter for service under Transporter's Rate Schedule FT or IT or MPS.
- (ar) "Tariff" - Transporter's FERC Gas Tariff as it may be changed from time to time.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS - continued

- (as) "Thermally Equivalent Quantities" - the volumes of gas delivered hereunder at the Delivery Points multiplied by the total heating value of the gas at the Delivery Point(s) shall equal the volumes of gas received at the point(s) of receipt multiplied by the total heating value of the gas at the Receipt Point(s), subject to Fuel Reimbursement as applicable.
- (at) "Transportation" - includes transportation, exchange, and backhaul service.
- (au) "Transportation Service Agreement" or "TSA" - an agreement for either firm or interruptible transportation service executed by a Shipper and Transporter. For purposes of this Tariff, MPS Agreements are also classified as TSAs.
- (av) "Transporter" - Cimarron River Pipeline, LLC.
- (aw) "Unaccounted For" or "UAF" - lost gas and gas not accounted for due to inherent metering differences and other causes.
- (ax) "Unauthorized Gas" - any volumes delivered to Transporter from Receipt Points that have not been nominated in any amount by any Shipper for that month and that have not been scheduled by Transporter.
- (ay) "Year" - a period of 365 consecutive days, except that for Years with a February 29, a Year has 366 consecutive days.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

2. QUALITY

2.1 Quality Specifications: All gas to be received from Shipper into Transporter's pipeline system shall conform to the following specifications:

(a) The gas shall be commercially free from objectionable odors, bacteria, solid matter, dust, gums and gum-forming constituents, free liquids, crude oil, and any other substance that might interfere with the merchantability of the gas, or cause injury to or interference with proper operation of the lines, meters, regulators, compressors, processing plants, or appliances through which it flows.

(b) Oxygen - 0.2% by volume or less.

(c) Hydrogen sulfide - 1/4 grain/Ccf or less.

(d) Total Sulfur - 20 grains/Ccf or less.

(e) Carbon Dioxide - 2.0% by volume or less.

(f) Water vapor - 6 pounds/MMcf or less. See Section 2.2 below for an exception where Transporter provides dehydration.

(g) Heating Value - for processed residue gas (non-raw gas), the heating value shall be at least 1050 Btu/Cubic Foot or 2.0 GPM, whichever is more lenient. For raw unprocessed gas received into Transporter's pipeline system that has not previously been processed or subjected to other than mechanical separation, the minimum heating value will be 950 Btu/cf.

(h) Temperature - 120 degrees Fahrenheit or less.

If any gas received by Transporter fails at any time to conform to these specifications, Transporter may refuse to accept delivery pending correction by the other party. Transporter may, on a basis that is not unduly discriminatory, elect to accept gas that fails to meet specifications. To the extent Transporter agrees to treat or cause treating of gas on behalf of a Shipper to meet these quality specifications, Transporter may, on a basis that is not unduly discriminatory, condition receipt of the Shipper's gas on the Shipper's agreement to reimburse Transporter for any costs incurred by Transporter associated with monitoring the gas quality and with the treating activities. Treating includes the extraction of any impurities or blending of the gas stream as necessary to meet pipeline quality specifications.

GENERAL TERMS AND CONDITIONS

2. QUALITY continued

2.2 Dehydration:

(a) Transporter provides central dehydration for gas from all of the Receipt Points on the pipeline segments identified in blue on Transporter's Dehydration Map and at the Beaver Station. The water vapor quality specification above will not apply to gas received on these pipeline segments.

(b) Transporter also provides dehydration at the following Receipt Points:

TRANSPORTER DEHYDRATION POINTS

MID	Point ID.	Receipt Point	State	County
1	96	Northrup Compressor	TX	Ochiltree
1	2160	Spearman Compressor	TX	Ochiltree
1	2509	Perryton Compressor	TX	Ochiltree
1	59945	CNG Gath/NNG Dude Wilson Northrup	TX	Ochiltree
1	62789	Spearman/Continental Compressor	TX	Ochiltree
1	63015	NNG/CNG Perryton Barlow	TX	Ochiltree
1	78865	DCP Perryton Barlow	TX	Ochiltree
1	71250	NNG/KNGG Spearman Plant PDC	TX	Ochiltree
1	22160	NNG/WTG Hansford 6 PDC	TX	Hutchinson
2	6	Beaver County #1	OK	Beaver
2	8	Beaver County #2	OK	Beaver
4	29	Clark County #1/DCP	KS	Clark
4	30	Clark County #2	KS	Clark
4	78107	Clark Co. #1/ONEOK	KS	Clark

The water vapor quality specification above will not apply to gas received at these Receipt Points.

(c) Except as stated in (b) above, Transporter is not obligated to provide dehydration at any other Receipt Points at any time on the pipeline segments in black on the Dehydration Map.

GENERAL TERMS AND CONDITIONS

2. QUALITY continued

2.3 Odorization:

(a) The gas delivered by Transporter will be delivered without addition of any odorizing agent. Transporter does not assume any obligation for damages, claims, or liabilities by reason of the fact that it has not odorized gas prior to its delivery.

(b) If gas is required to be odorized upon delivery at any Delivery Point or subsequently, Shipper will odorize or cause the downstream pipeline to odorize the gas. Transporter has no obligation to odorize and does not warrant delivery of odorized gas.

2.4 Gas Processing:

(a) Transporter shall have the unconditional right to commingle gas received from any Shipper or source for transportation under this Tariff with gas received from other Shippers or sources. Transporter's obligation under this Tariff shall be to deliver Thermally Equivalent Quantities from the Receipt Points to the Delivery Points under the terms and conditions of the applicable Rate Schedules of this Tariff and the terms of any specific TSA. Each Shipper tendering gas to Transporter and the owner of the related processing rights recognizes that the gas to be delivered by Transporter has been commingled from various sources and will not be the same molecules or contain the same constituents as the gas received by Transporter. Subject to Transporter's obligation to redeliver Thermally Equivalent Quantities, no Shipper tendering gas to Transporter or the owner of the related processing rights shall have the right to receive in return any particular constituent in the gas tendered, including but not limited to NGLs, other liquids, CO₂, or helium, even if those constituents are entrained in the gas stream received by Transporter.

(b) Each Shipper and each owner of gas processing rights for a Shipper's gas shall have the option to reserve and exercise gas processing rights and enter into a separate gas processing contract or arrangement with a plant operator or owner. Each Shipper and gas processing rights owner that does not reserve and exercise processing rights will be deemed to have waived them, but the Shipper will retain its right to receive Thermally Equivalent Quantities after transportation on Transporter's system.

(c) A Shipper may assign gas processing rights to a third party or may by subject to a reservation of processing rights by a supplier or third party, including but not limited to a working interest owner in a well from which Shipper purchases gas, a marketer, broker, or the owner or operator of a gas processing plant; the processing rights owner need not be a designee under Shipper's TSA for any other purpose, including nominations, scheduling, billing, or payment.

GENERAL TERMS AND CONDITIONS

2. QUALITY continued

2.4 Gas Processing continued

(d) To reserve and exercise gas processing rights, a Shipper or other gas processing rights owner must (i) contract for processing with a processing plant owner or operator with active processing facilities accessible from Transporter's system, (ii) notify Transporter on Transporter's gas processing rights election form at least five Business Days in advance of the initial delivery month in which processing rights are to be exercised of the processing rights owner's election to retain and exercise the right to process gas tendered to Transporter and the portion of the throughput quantity to which the election pertains, attesting to the ownership of the gas processing rights, and (iii) cause delivery of gas to the processing plant. A processing election shall remain in place for that calendar month and for each month thereafter until the Shipper or other processing rights owner notifies Transporter to the contrary by a subsequent beginning of the month nomination to modify or terminate the processing election. If a Shipper owns and is exercising processing rights, the Shipper will be deemed to have elected to terminate or modify a processing election by making nominations that direct gas deliveries to Delivery Points other than to those upstream of the gas processing plant. Upon the effective date of a processing election and the related conforming nominations, the processing rights owner's election shall apply to gas that has been nominated to flow on Transporter's system to a Delivery Point upstream of a processing plant and is processed at the related processing plant. Transporter will not allow any person, including a Shipper, to divert gas off-system if a processing rights owner has designated it for processing at a processing plant. However, any Shipper of gas for which processing rights have not been reserved or exercised as discussed herein shall not be precluded from nominating volumes for transportation to a Delivery Point downstream of the physical Receipt Point on Transporter's system. In no event is Transporter required to allow processing by displacement or backhaul.

(e) A Shipper or processing rights owner that retains and exercises the right to process and tenders gas to Transporter for transportation and processing to or through a processing plant shall be responsible for transportation charges associated with the gas to be processed. The Shipper or processing rights owner making this election shall contract directly with the processing plant owner or operator for processing of gas nominated and delivered to the inlet of the processing plant. Shipper's NGLs allocations and compensation for gas processing and for any recovered NGLs shall be as agreed between Shipper or processing rights owner and the processing plant owner or operator.

GENERAL TERMS AND CONDITIONS

2. QUALITY continued

2.4 Gas Processing continued

(f) Transporter shall have the right to rely on the information provided by Shipper as to processing rights absent information to the contrary. Shipper shall defend, indemnify, and hold Transporter harmless from any costs, claims, and causes of action, including reasonable defense costs, related to a claim by any party resulting from Transporter's reliance on Shipper's information.

(g) Upon Transporter's request, Shipper shall provide or cause the processing rights owner to provide to Transporter the composition and GPM content of the gas tendered to Transporter by Shipper at the Receipt Point under Shipper's TSA (determined by chromatographic analysis or other industry accepted methods) or information that Transporter deems sufficient to calculate the composition and theoretical GPM content of the gas for NGLs allocation purposes. Transporter shall have the right to use reasonable means to ensure the accuracy of the information provided by or through Shipper.

(h) If the Shipper or other processing rights owner has not elected to retain the right to process gas tendered to Transporter, or if a processing rights owner elects to retain the right to process but has no agreement for processing with a processing plant owner or operator then that unprocessed gas is considered Strangers' Gas. Transporter may contract with a processor or processors to have Strangers' Gas processed at a processing plant to extract NGLs and other components.

GENERAL TERMS AND CONDITIONS

2. QUALITY continued

2.4 Gas Processing continued

(i) Transporter shall place the net revenues it receives from extracted NGLs attributable to Strangers' Gas from the processing plant owner or operator in a processing account and shall distribute the revenues as follows:

1. If prior to the beginning of each month, a Shipper or other processing rights owner notifies Transporter that it is claiming the right to process the volumes to be transported pursuant to a TSA that actually flow through the processing plant but for which the Shipper or other processing rights owner does not have a processing arrangement with the processing plant, Transporter will allocate the revenue received from the processing plant first to all notifying Shippers or other processing rights owners on a pro rata GPM basis. The notification will be made to Transporter by the nomination process and will include an affidavit.

2. The remainder of the revenues, after the revenues are allocated to the Shippers or other processing rights owners pursuant to the above paragraph, will be credited to the transportation commodity rates as a surcharge for a one year period. Transporter will file the surcharge for accumulated revenues received from processing related to Strangers' gas when the annual total would result in a surcharge that is greater than \$0.02/Dth based upon the billing determinants underlying the currently effective transportation rates.

(j) In the event Transporter is held liable for any revenues which have been allocated and distributed to any Shipper or other processing rights owner, in addition to any other remedy it may have, Transporter shall have the right to reduce the amount of revenues to be distributed pursuant to the transportation commodity rate crediting methodology set forth above for future months by the amount paid by Transporter for such liability including attorneys' fees and court costs.

Effective Date: 09/01/2008 *Status: Effective*

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GENERAL TERMS AND CONDITIONS

3. MEASUREMENT

3.1 The gas delivered to the Receipt and Delivery Points shall be measured with meters constructed and installed, and whose computations of quantity are made, consistently with the provisions of API 14.3-AGA Report No. 3, AGA Report Nos. 8 and 9 or the latest revision thereof as adopted by Transporter.

3.2 The temperature of the gas shall be determined by a recording thermometer so installed that it will record the temperature of the gas flowing through the meters. The average of the record to the nearest 1° Fahrenheit, obtained while gas is being delivered, shall be the applicable flowing gas temperature for the period under consideration. For all measurement of gas required in this Section, the measuring party will determine the Btu content per cubic foot of gas at a temperature of 60° Fahrenheit, at an absolute pressure of 14.73 pounds per square inch, either on a dry basis or with water content included in the analysis composition, then adjust the result for the water vapor content of the gas (by either the volume or Btu content method) using an industry accepted practice.

3.3 (a) The Btu content, specific gravity, carbon dioxide, nitrogen and hydrocarbon content of the gas delivered to the Receipt or Delivery Points shall be determined by the use of an on-line chromatograph or by a chromatographic analysis of the gas obtained by a continuous sampler or spot sampling method. No heating value will be credited for Btus in H₂S or other non-hydrocarbon components. The results of any sample taken with an on-line chromatograph or continuous sampler shall be applied to the month in which the sample was taken. The results of any spot sample taken shall be applied to the month following the sample month and to succeeding months until the next sample is effective. If spot samples are used, the sampling frequency will be at least semiannually.

(b) Delivery or Receipt Points with consistent quantities of 15 MMcf per Day or greater will have an on-line gas chromatograph, subject to adequate site facilities being available, including the availability of electricity and land to accommodate the necessary equipment. Otherwise, a continuous gas sampler will be used to determine gas quality for these Delivery or Receipt Points. Upon mutual agreement by the parties, an alternate method of sampling may be used.

(c) Delivery or Receipt Points with quantities greater than 1 MMcf per Day but less than 15 MMcf per Day will use a continuous sampling technique.

(d) Delivery or Receipt Points with quantities of 1 MMcf per Day or less will use, at Transporter's sole option, either a spot sampling or a continuous sampling technique.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT continued

3.4 Adjustment for the effect of supercompressibility shall be made according to the provisions of the latest version of AGA Committee Report No. 8, for the average conditions of pressure, flowing temperature, and specific gravity at which the gas was measured during the period under consideration, and with the proportionate values each of carbon dioxide, nitrogen and other applicable constituent in the gas delivered included in the computation of the applicable supercompressibility factors.

3.5 If a new method or technique is developed with respect to gas measurement or the determination of the factors used in gas measurement, the new method or technique may be substituted for the gas measurement stated in this Section on the date the method or technique is adopted by Transporter.

3.6 When the measurement information is not in Transporter's control, the operator of the measuring facility shall furnish to Transporter daily operational volumes of the previous 24 hours within a 24 hour period upon completion of the gas Day. In addition, the operator of the measuring facility shall furnish actual volume information to Transporter on or before the fifth Day following the delivery month. If volumes are not available, Shipper shall cause an estimate to be provided to Transporter by the measuring facility operator no later than 5:00 p.m. CCT on the fifth Business Day following the delivery month. If Transporter does not receive this information timely, Transporter shall estimate a quantity of gas based on the best information available. If Transporter uses an estimate for billing, Transporter shall provide in the succeeding month's billing an adjustment based on any difference between the actual gas quantities later furnished to Transporter and the previously used estimated quantities.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

4. MEASURING EQUIPMENT

4.1 Installation and Operation: Transporter or the measuring party will be responsible for the construction, ownership, operation, and maintenance of any measuring facilities necessary to accomplish the receipt of gas by Transporter for the account of Shipper at the Receipt Points and the delivery of gas for the account of Shipper at the Delivery Points. Transporter and Shipper shall at all reasonable times have access to the premises of the other for measuring equipment related inspections. Only the measuring party will operate the measuring equipment, and collect measurement information.

4.2 Testing and Repair of Measurement Equipment:

(a) Transporter and Shipper shall keep their own measuring equipment accurate and in repair, making periodic tests to verify the condition of meter tubes, orifice plates, and flow computers. Periodic tests shall be performed, at a minimum, on a quarterly basis for Receipt Points and Delivery Points. Transporter and Shipper will give each other or their designees seven calendar days notice prior to tests of the measuring equipment so that the other party may have its representative present if desired. Either party shall have the right to challenge the accuracy of the other party's measurement equipment, and when challenged, the equipment shall be tested, calibrated and, if required, repaired by the challenged party. The challenged party will bear the cost of the special test if the inaccuracy is found to cause the total measured Btus during a month to be more than 1% of the total measured Btus, but if the inaccuracy is found to cause the total measured Btus to be 1% or less of the total measured Btus, the challenging party will bear the cost of the special test.

(b) If upon any equipment test the inaccuracy and all prior inaccuracies resulting from other equipment tests during the same period are found to cause the total measured Btus to be in excess of 1% of the total measured Btus and the total measurement adjustment for a month is greater than 100 Dth, the registrations shall be corrected for a period extending back to the time the inaccuracy occurred, if ascertainable, and if not ascertainable, then back one-half of the time elapsed since the last equipment calibration date; otherwise prior measurements shall be deemed to be correct. Any measuring equipment found to be measuring inaccurately in any percentage shall be adjusted at once to read accurately.

GENERAL TERMS AND CONDITIONS

4.2 Testing and Repair of Measurement Equipment: (continued)

(c) If for any reason the meter(s) are out of service or out of repair so that the amount of gas received and/or delivered cannot be ascertained or computed from the readings, the gas received or delivered during the period shall be determined using the first applicable of the following methods:

(i) Using the data recorded by any check measuring equipment if registering accurately;

(ii) Correcting the error if the percentage of error is ascertainable by calibration, test, or mathematical calculation; or

(iii) Using deliveries under similar conditions during a period when the equipment was registering accurately.

(d) Inspection of Data and Records: The data and records from Transporter's measuring equipment shall remain the property of Transporter and shall be kept on file for not less than two years. Shipper or Shipper's designee shall retain its similar measurement records for the same period. Any Shipper inquiries regarding measurement equipment and testing, including but not limited to, measurement charts, records, or audits of charts and records shall be directed to Transporter's Manager, Measurement.

(e) Telemetering: Unless otherwise mutually agreed in writing on a not unduly discriminatory basis, Transporter and Shipper shall each have the right, but not the obligation, to install and operate electronic gas flow metering equipment with telemetry at any Receipt and Delivery Points. Custody measurement taps will not be shared under any circumstance; however, any shared measurement taps in place as of the initial effective date of this Tariff are exempted from this prohibition.

GENERAL TERMS AND CONDITIONS

(f) Check Meters: Either party shall have the right and the sole responsibility to install, maintain, and operate (including calibrating and adjusting) check measurement equipment meeting the AGA-API measurement equipment criteria referenced in Section 3.1 above, but they shall not interfere with or impede operation of the primary measurement or other equipment, and all calibrating and adjusting of check meters shall be done by the installing party or its designee. Each party shall notify the other seven Days prior to all testing and calibration of its meters so that the other may have a representative present if desired. If the check measurement is inaccurate or the applicable check meter maintenance records from meters operated by any third party are not available, the parties will use the next applicable alternate method under Subsection 4.2(c) above to resolve the discrepancy. If Transporter is not the measuring party, Transporter may install check measuring equipment meeting the referenced AGA-API measurement equipment criteria at any Receipt Point or Delivery Point and exercise check measurement rights as stated above. If Shipper is not the measuring party, Shipper may install and operate check meters only at Receipt Points, unless the Delivery Points are at Shipper's or its Affiliate's pipeline, plant, or other receipt facilities.

4.3 Prior Period Adjustments:

(a) The deadline for closing of measurement data is five Business Days after the delivery month. Measurement data available upstream of aggregated points shall be sent to the allocating party and used to allocate the aggregated quantity back to the upstream points. The measuring party will estimate missing or late measurement data and treat actual results when available as a prior period adjustment. For prior period adjustments, Transporter will use reasonable efforts to make any adjustments effective as of the delivery month. A meter adjustment becomes a prior period adjustment if not made by the close of business on the fifth Business Day following the delivery month. Transporter will report gas measurement prior period adjustments with the restated line item with the new total quantity for the Day and month affected.

(b) Measurement data corrections must be processed within six months of the delivery month, with a maximum three month rebuttal period. Within the six month period, upon written request by Shipper, Transporter will make the records and data from the measuring equipment, together with calculations there from, available for Shipper's inspection and verification. After the six month period, and if applicable, the rebuttal period, measurement results are considered final and are no longer subject to review or correction. However, this limitation shall not apply in cases of deliberate omissions or misrepresentations, or in cases of mutual mistake of fact. The parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

5. CREDITWORTHINESS

5.1 Prior to execution of a TSA providing for service under any Rate Schedule, a Shipper or a prospective Shipper (jointly "Shipper") is required to establish creditworthiness with Transporter. Transporter shall not be required to:

(a) execute a TSA providing for service under the applicable Rate Schedule on behalf of any Shipper who fails to meet Transporter's standards for creditworthiness;

(b) initiate service to a Shipper who fails to meet Transporter's standards for creditworthiness; or

(c) continue transportation service on behalf of any Shipper who is or has become insolvent or who is unable within a reasonable period to demonstrate creditworthiness.

5.2 The determination of Shipper's creditworthiness shall be based upon the level of service requested by Shipper and Shipper's estimated financial strength as defined by a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Rating Group (Standard & Poor's), a rating of at least "Baa3" by Moody's Investors Service, Inc. (Moody's), or a rating of at least "BBB-" by Fitch Ratings (Fitch). To the extent Shipper is rated by multiple agencies, the lower rating applies.

5.3 If Shipper is not rated by Standard & Poor's, Moody's, or Fitch, a determination of a Shipper's creditworthiness shall be based upon (at the Shipper's election) (i) the credit rating assigned to the Shipper's parent company (if Shipper so elects and the parent company is creditworthy, the parent must provide a written guarantee in a form satisfactory to Transporter), or (ii) a credit rating, as evaluated by Transporter, based upon the level of service requested by Shipper and financial analysis criteria and ratios generally acceptable in the gas industry.

5.4 If Transporter determines that Shipper does not have an acceptable rating as stated above, Shipper may, at its own expense, obtain a private rating from Standard & Poor's, Moody's, or Fitch, or request that an independent certified public accountant, mutually acceptable to Shipper and Transporter, prepare an equivalent evaluation based on financial analysis criteria and ratios generally acceptable in the gas industry.

GENERAL TERMS AND CONDITIONS

5.5 In addition, to establish creditworthiness Shipper must confirm in writing that Shipper 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 Shipper that is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act, but only with adequate assurance satisfactory to Transporter that billings for post-petition gas deliveries will be paid promptly as a cost of administration under the Federal Court's jurisdiction.

5.6 Transporter's creditworthiness provisions shall not supersede applicable bankruptcy laws. Transporter will provide Shipper written notice of the reasons it has been deemed non-creditworthy at the same time that Transporter provides the notification to Shipper that it has been deemed not creditworthy.

5.7 If a Shipper otherwise fails to establish or maintain creditworthiness as provided herein, Shipper may still receive service under the applicable Rate Schedule provided it furnishes and maintains for the term of any TSA:

(a) a written guarantee in a form satisfactory to Transporter from a third party which is creditworthy as determined above;

(b) an irrevocable standby letter of credit in an amount not to exceed a rolling three months of applicable reservation charges and commodity charges under the TSA plus an amount equal to the highest monthly imbalance value owed by Shipper during the previous 12 months;

(c) a pre-payment in the amount under (b) above; or

(d) other security acceptable to Transporter.

Items (a) through (d) above are collectively "Security." If Transporter constructs new lateral facilities to accommodate a Shipper, Transporter may require Security in an amount up to the Shipper's proportionate share of the facilities cost. If a Shipper defaults and its service is terminated, Transporter shall mitigate damages from the default and reduce the Security retained from the defaulting Shipper through methods such as netting the difference between the highest net present value of any replacement contract entered into for the terminated capacity and the net present value of the remaining term of the defaulting Shipper's contract at the time of termination.

5.8 For purposes of pre-payments under Section 5.7(c) above, Shipper may deposit its prepayment funds into an interest-bearing escrow account established by the Shipper granting Transporter access to the account for payment of the services provided.

GENERAL TERMS AND CONDITIONS

5.9 To permit Transporter to conduct a creditworthiness review, a Shipper shall, upon request by Transporter, render to Transporter: (i) a completed credit application and (ii) complete financial statements prepared using generally accepted accounting principles. Upon requesting transportation service, a Shipper must submit to Transporter a completed credit application unless it has previously submitted one to Transporter within the last 12 months. If a Shipper elects to provide an irrevocable standby letter of credit or pre-payment, Transporter will waive the completed credit application and financial statement requirement.

5.10 Transporter shall have the right to review a Shipper's creditworthiness on an ongoing basis, and Shipper shall provide, upon Transporter's request, updated financial statements periodically to allow Transporter to determine the continuing creditworthiness of Shipper. Shipper shall have at least three Business Days to respond to Transporter's request for financial statements or other creditworthiness information.

5.11 Upon review of the Shipper's financial statements, Transporter shall determine whether the Shipper is creditworthy. If the Shipper is determined to be not creditworthy, Transporter may require Security as stated herein. Shipper shall have at least five Business Days from Transporter's written request to pay Transporter for one month of service in advance. Shipper shall have at least 30 Days to provide the next three months of Security to continue service. If the Shipper fails to provide the required Security within these periods, Transporter may suspend service immediately. In addition, Transporter will provide at least 30 Days written notice to Shipper and to the Commission that it will terminate service if the Shipper fails to provide the required Security.

5.12 Shipper shall have the right to request that its credit status be reevaluated by Transporter at any time. If the Security requirements are terminated and the Shipper previously had provided Transporter a pre-payment, the Shipper may elect to receive its pre-payment, plus interest at the FERC interest rate, in the form of either a refund or an invoice credit.

5.13 Transporter may determine that a Shipper is no longer creditworthy if, in the reasonable opinion of Transporter, a Shipper (or its guarantor) suffers a material adverse change (e.g., default on indebtedness, restatement of financials, non-payment) in its financial condition such that Shipper's ability to perform its obligations to Transporter is materially impaired. If Shipper is no longer creditworthy, Transporter may require financial statements and, when applicable, Security as stated herein. Shipper shall have the right to demonstrate that the material adverse change has been remedied and request that Transporter reevaluate the Shipper's creditworthiness to determine whether the Security requirements can be terminated.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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5.14 If Shipper is unable to maintain creditworthiness and has not provided Security, any executed TSAs or MPS Agreements may be terminated or suspended as stated herein. Shipper is not responsible for reservation charges while service is so suspended. If the contract is terminated, Transporter shall net and/or setoff, as allowed by law, all positions (i.e., transportation, imbalances, rate refunds, etc.) prior to settling outstanding account balances with the Shipper. Transporter shall have the right to assert any liens or other interests, consistent with applicable law, against any gas remaining on its system.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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6. PRESSURE

6.1 Receipt Points: All gas to be transported for Shipper shall be delivered to Transporter at pressures sufficient to enter Transporter's facilities at the working pressures maintained by Transporter at each Receipt Point, provided that these pressures shall not exceed Transporter's maximum allowable operating pressure at each point. Transporter shall make reasonable efforts to operate its system so that the pressure does not exceed the maximum Receipt Point pressures at the following Receipt Points:

MID	Point ID.	Receipt Point	Maximum Pressure, psig	State	County
1	77	Hutchinson County #1	105	TX	Hutchinson
1	96	Northrup Compressor	125	TX	Ochiltree
1	2160	Spearman Compressor	85	TX	Ochiltree
1	2509	Perryton Compressor	50	TX	Ochiltree
1	26106	DCP/ NNG Farnsworth	105	TX	Ochiltree
1	59531	NNG/PVR Janzen	100	TX	Hutchinson
1	59945	PVR Gathering/NNG Dude Wilson Northrup	125	TX	Ochiltree
1	62789	Spearman/Continental Compressor	85	TX	Ochiltree
1	63015	NNG/PVR Perryton Barlow	50	TX	Ochiltree
1	78865	DCP Perryton Barlow	50	TX	Ochiltree
1	71250	NNG/KNGG Spearman Plant PDC	80	TX	Ochiltree
1	22160	NNG/WTG Hansford 6 PDC	120	TX	Hutchinson
2	6	Beaver County #1	60	OK	Beaver
2	8	Beaver County #2	50	OK	Beaver
2	9	Beaver County #3	60	OK	Beaver
2	10	Beaver County #5	50	OK	Beaver
2	11	Beaver County #6	70	OK	Beaver
2	12	Beaver County #7	110	OK	Beaver
2	16	Beaver County #11	420	OK	Beaver
2	17	Beaver County #12	50	OK	Beaver
2	18	Beaver County #13	60	OK	Beaver
2	44	Ellis County #1	90	OK	Ellis
2	45	Ellis County #2/Gpm	80	OK	Ellis
2	46	Ellis County #3	65	OK	Ellis
2	47	Ellis County #4	420	OK	Ellis
2	13410	Bourquin Central Delivery	420	OK	Beaver
2	25630	Beisel 1-25	420	OK	Ellis
2	25895	Baldwin 1	420	OK	Beaver
2	26079	Gregory 16-2	420	OK	Ellis
2	60894	Phillips-Daily Central Delivery	420	OK	Beaver
2	61236	Gray #4-14 PDC	420	OK	Beaver
2	61463	DCP/NNG Beaver Co. Int.	420	OK	Beaver
2	62073	Roach Central Delivery	420	OK	Beaver
2	62443	Halliburton #1 PDC	420	OK	Beaver
2	62817	NNG/DCP Harvey/ Thurmond PDC	430	OK	Ellis
2	62850	NNG/DCP Bridges B-17	420	OK	Beaver

Effective Date: 09/01/2008 Status: Effective
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MID	Point ID.	Receipt Point	Maximum Pressure, psig	State	County
2	63023	PVR/NNG Ellis County I/C	430	OK	Ellis
2	71410	NNG/KN/Crescendo ELLIS County	90	OK	Ellis
2	78109	Ellis County #2/ONEOK	80	OK	Ellis
3		Woodward County #1/ONEOK	110	OK	Woodward
3	147	Woodward County #1/GPM	110	OK	Woodward
3	148	Woodward County #2	55	OK	Woodward
3	149	Woodward County #3	80	OK	Woodward
3	174	ONG I/NNG Woodward	500	OK	Woodward
3	175	ONG II/NNG Woodward	500	OK	Woodward
3	4752	NNG/DCP Feil PDC	460	OK	Woodward
3	26009	Boyd Unit #1 (CIMARRON)	175	OK	Dewey
3	58060	NNG Weber #23-7	530	OK	Woodward
3	62261	Paulson #1 CDP	175	OK	Dewey
3	62822	NNG/DCP Dewey #1 PDC	175	OK	Dewey
3	63036	Logsdon PDC	175	OK	Dewey
4	29	Clark County #1/DCP	55	KS	Clark
4	30	Clark County #2	60	KS	Clark
4	78107	Clark County #1/ONEOK	55	KS	Clark

Receipt Points not listed do not have a maximum Receipt Point pressure, but are limited to the maximum allowable operating pressure.

Effective Date: 09/01/2008 Status: Effective
 FERC Docket: CP08-17-001

Original Sheet No. 182 Original Sheet No. 182

GENERAL TERMS AND CONDITIONS

6.2 Delivery Points: Transporter will deliver gas at each Delivery Point against the pressures maintained in the downstream pipeline from time to time, but not in excess of Transporter's maximum allowable operating pressure at the Delivery Point. Notwithstanding, Transporter shall not be obligated to install additional compression to make deliveries. Transporter shall make reasonable efforts to operate its system so that the pressure meets or exceeds the minimum Delivery Point pressures at the following Delivery Points:

MID	Point ID.	Delivery Point	Maximum Pressure, psig	State	County
1	78977	PVR Spearman Plant	490	TX	Ochiltree
2	59370	PVR Beaver Plant/NNG Beaver Plant Del.	680	OK	Beaver
2	78612	NNG/DCP Elmwood	720	OK	Beaver
3	78613	NNG/DCP Tangier	250	OK	Woodward
4	78888	NNG/PEPL Line No. 100	625	KS	Kiowa
4		Mullinville Interconnect with NNG	625	KS	Kiowa

Only those Delivery Points listed in the table above have a minimum Delivery Point pressure.

6.3 Should any event of force majeure (including any unplanned outage) or any planned outage on or affecting Transporter's system affect Transporter's ability to maintain pressure above or below a stated level or range at any point on Transporter's system, Transporter's obligation to maintain such pressure shall be suspended until the event of force majeure or planned maintenance has been resolved or completed.

Effective Date: 09/01/2008 Status: Pending
FERC Docket: CP08-17-003

Substitute Original Sheet No. 182 Substitute Original Sheet No. 182

GENERAL TERMS AND CONDITIONS

6.2 Delivery Points: Transporter will deliver gas at each Delivery Point against the pressures maintained in the downstream pipeline from time to time, but not in excess of Transporter's maximum allowable operating pressure at the Delivery Point. Notwithstanding, Transporter shall not be obligated to install additional compression to make deliveries. Transporter shall make reasonable efforts to operate its system so that the pressure meets or exceeds the minimum Delivery Point pressures at the following Delivery Points:

MID	Point ID.	Delivery Point	Minimum Pressure, psig	State	County
1	78977	PVR Spearman Plant	490	TX	Ochiltree
2	59370	PVR Beaver Plant/NNG Beaver Plant Del.	680	OK	Beaver
2	78612	NNG/DCP Elmwood	720	OK	Beaver
3	78613	NNG/DCP Tangier	250	OK	Woodward
4	78888	NNG/PEPL Line No. 100	625	KS	Kiowa
4		Mullinville Interconnect with NNG	625	KS	Kiowa

Only those Delivery Points listed in the table above have a minimum Delivery Point pressure.

6.3 Should any event of force majeure (including any unplanned outage) or any planned outage on or affecting Transporter's system affect Transporter's ability to maintain pressure above or below a stated level or range at any point on Transporter's system, Transporter's obligation to maintain such pressure shall be suspended until the event of force majeure or planned maintenance has been resolved or completed.

GENERAL TERMS AND CONDITIONS

7. CONTROL AND FORCE MAJEURE

7.1 Control of Gas: For purposes of determining the responsibility and liability of Transporter and Shipper, respectively, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) until the gas has been received by Transporter at the Receipt Point, and (ii) after the gas has been delivered to or for the account of Shipper by Transporter at the Delivery Point. Transporter shall be deemed to be in exclusive control and possession of the gas transported hereunder after it is delivered to Transporter at the Receipt Point and until it is redelivered to Shipper at the Delivery Point.

7.2 Responsibility and Liability: The party deemed to be in control and possession of the gas to be transported shall be responsible for and shall defend, indemnify, and hold the other party harmless from and against all losses, claims, liabilities, damages and expenses, including court costs and reasonable attorney's fees (except punitive damages), arising from any occurrence while the gas is deemed to be in the possession, custody, or control of the indemnifying party, except to the extent the losses, claims, liabilities, and expenses arise from the otherwise indemnified party's negligence or intentional misconduct.

7.3 Force Majeure:

(a) If either Transporter or Shipper is rendered unable, wholly or in part, by Force Majeure to carry out its obligations, the obligations of the party under the disability, other than the obligation to make payments due including the payment of any applicable reservation charges, so far as they are affected by Force Majeure, shall be excused during the continuance of the inability so caused, but for no longer period; and the cause shall be remedied with all reasonable dispatch. A party suffering an inability to perform shall promptly give notice of the circumstance and of the related facts in writing or orally (followed by written or e-mail confirmation) to the other party as soon as reasonably feasible after the occurrence of the event.

GENERAL TERMS AND CONDITIONS

7.3 Force Majeure: (Continued)

(b) "Force Majeure" means any event or condition affecting Transporter, Shipper, or any other person, that prevents, hinders, or delays Transporter or Shipper from performing any obligation in whole or in part, if the event or condition is not within the control of the party claiming Force Majeure and which by the exercise of due diligence, the party is unable to prevent or overcome. These events or conditions shall include, but not be limited to: acts of God; strikes, lockouts or other industrial disturbances; sabotage, acts of the public enemy, wars, blockade, insurrections, riots or epidemics; landslides, lightning, earthquakes, fires, hurricanes, storms, storm warnings, floods or washouts; arrests and restraints of governments and people or civil disturbances; explosions, breakage or accident to plants, equipment, machinery or lines of pipe; freezing of wells or lines of pipe; unscheduled maintenance needs, acts of government or the necessity of complying with any governmental or judicial rule or order; and any other causes, whether of the kind herein enumerated or otherwise affecting Transporter or Shipper or downstream transporters or gatherers immediately connected to Transporter's facilities, not within the control of the party claiming suspension and which by the exercise of due diligence the party is unable to prevent or overcome. "Force Majeure" shall also include the inability of either party to acquire, or delays in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights-of-way grants, permits, permissions, certificates, authorizations, licenses, materials, or supplies required to enable the party to fulfill its obligations.

(c) The settlement of strikes or lockouts shall be entirely within the discretion of the person affected, and the above requirement that any Force Majeure shall be remedied with reasonable dispatch shall not require the settlement of strikes or lockouts when that course is inadvisable in the discretion of the person affected.

(d) If an incident of Force Majeure claimed by Transporter causes a complete service interruption for a Shipper under an existing FT TSA, Transporter will offer full reservation charge credits to the affected Shippers for each Force Majeure service interruption to the extent it exceeds a period of 10 Days.

GENERAL TERMS AND CONDITIONS

8. WARRANTY OF TITLE

(a) Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas to Transporter for transportation, good title to the gas or the full right and authority to deliver the gas, and that all gas delivered is free and clear of all liens, encumbrances and claims whatsoever.

(b) Transporter warrants for itself, its successors and assigns, that the gas it delivers hereunder to or for the account of Shipper at the Delivery Point(s) shall be free and clear of all liens, encumbrances, and claims whatsoever.

(c) Each party will defend, indemnify, and hold the other harmless from and against all suits, actions, debts, accounts, damages, costs, losses, and expenses (including court cost and reasonable attorneys' fees) arising from or out of the indemnifying party's breach of the foregoing warranty; including, but not limited to, adverse claims of any and all persons to gas and to royalties, taxes, license fees, or charges that attach or relate to the gas. If Shipper's title or right to deliver gas to Transporter is questioned or involved in any action, Transporter may cease to allow Shipper to continue to receive service for the quantity in dispute under the affected TSA until Shipper's title or right to deliver this quantity is free from question; provided that Transporter shall allow Shipper to qualify for or continue receiving service under this FERC Gas Tariff and the affected TSA if Shipper furnishes an irrevocable letter of credit, surety bond, or other Security satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) and to be redelivered at the Delivery Points shall not pass to Transporter.

9. UNIFORM RATES OF FLOW

All gas delivered to or by Transporter under its Rate Schedules shall be delivered at rates as constant as operationally feasible throughout the Day. Transporter shall not be obligated to deliver gas under any Rate Schedule in excess of uniform hourly rates.

10. INSTALLATION OF FLOW CONTROL EQUIPMENT

Transporter may elect to construct, install, and operate flow control equipment at any location on Transporter's facilities whenever it determines in its reasonable judgment that such equipment will contribute to the safe, reliable, efficient, and orderly operation of Transporter's facilities in a manner consistent with its obligations to provide service under all of its Rate Schedules.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

11. NOMINATIONS

11.1 Nomination Procedures:

(a) If Shipper desires service on any Day under Transporter's Rate Schedules, Shipper shall furnish to Transporter electronic nominations indicating the daily quantities of gas to be received and delivered by Transporter, by individual Receipt Point and individual Delivery Point. Nominations shall reflect the daily quantities of gas for each Receipt Point and each Delivery Point expressed in Dth. Nominations also shall be in balance, except to the extent they reflect any previous imbalance make up quantities of gas. Nominations for Receipt Points shall include applicable Fuel Reimbursement quantities.

(b) The following minimum NAESB standard nomination timelines apply to each TSA on Transporter's facilities:

(i) The Timely Nomination Cycle: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by Transporter (including the Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Shipper and point operator, all CCT on the Day prior to flow.

(ii) The Evening Nomination Cycle: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by Transporter (including the TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected Shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), all CCT on the Day prior to flow. Scheduled quantities resulting from an Evening Nomination that do not cause another Service Requester on Transporter to receive notice that it is being bumped should be effective at 9:00 a.m. on the gas Day; and when an Evening Nomination causes another Service Requester on Transporter to receive notice that it is being bumped, the scheduled quantities should likewise be effective at 9:00 a.m. on the gas Day.

GENERAL TERMS AND CONDITIONS

11.1 (b) Nomination Procedures: (Continued)

(iii) The Intraday 1 Nominations Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Transporter (including the TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), all CCT on the gas Day. Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on the gas Day.

(iv) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Transporter (including the TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, all CCT on the gas Day. Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on the gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

(c) For purposes of the Evening, Intraday 1, and Intraday 2 Nomination Cycles, "provide" means, for transmittals pursuant to NAESB Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

(d) The Timely and Evening Nomination Cycles pertain to transportation for the upcoming gas Day. The Intraday 1 and Intraday 2 Nomination Cycles pertain to the current gas Day. Together the Timely, Evening, Intraday 1, and Intraday 2 Nomination Cycles are the system-wide synchronization times. Transporter will process nominations in addition to the system-wide synchronization times subject to the additional intraday nomination Subsection herein, and accordingly, Transporter is not required to hold capacity for system-wide nominations until a standard nomination cycle. Bumping will only be permitted during the Evening and Intraday 1 Nomination Cycles.

(e) All nominations for service, including authorized overrun, will be nominated electronically by path, i.e., the specific Receipt Point to the specific Delivery Point. Transporter will accept facsimile nominations if the electronic nomination communication equipment fails. Overrun quantities shall be nominated as a separate transaction. All nominations must include Shipper-defined beginning dates and ending dates. Additionally, the upstream and/or downstream contract information and rankings must be provided for a nomination to be valid.

GENERAL TERMS AND CONDITIONS

11.1 Nomination Procedures: (Continued)

(f) The receiver of a nomination initiates the confirmation process. The party that would receive a Request for Confirmation or an unsolicited Confirmation Response may waive the obligation of the sender to send.

(g) Transporter may accept "standing nominations," excluding intraday nominations, for the then existing term of the TSA. "Standing nominations" shall mean a nomination of a specific volume to remain in effect until the earlier of:

- (i) the requested ending date of the nomination, or
- (ii) a request by Shipper to change the nomination;

provided, the term of the nomination is within the term of the TSA.

(h) The total nomination at the Receipt Point, adjusted for Fuel Reimbursement, if any, must equal the nominations at the Delivery Point. Transporter will not reject a nomination for reasons of rounding differences due to Fuel Reimbursement calculations of less than five Dth.

(i) A package ID is a way to differentiate between discrete business transactions. When used, Package ID should be supported for nominating and scheduling; mutually agreed between the applicable parties for allocations and imbalance reporting; supported for invoicing (sales and purchase); and mutually agreed for transport invoicing. Use of the Package ID is at the discretion of the Shipper, and if sent, should be accepted and processed by Transporter.

(j) Transporter and Shipper shall establish a procedure to electronically exchange information regarding receipt and delivery quantities in Dth to achieve a daily operational gas balance, and Shipper shall, upon request, furnish data as Transporter deems necessary to maintain control of its system, including, without limitation, the Btu content of the gas to be received by Transporter. If Transporter determines in its reasonable discretion that confirmation of nominations at certain Receipt Point and/or Delivery Points is necessary to maintain the integrity of its system, Transporter will not schedule transportation unless the party causing the gas to be delivered for Shipper's account into Transporter's system at the Receipt Point confirms the deliveries and that the party receiving gas from Transporter's system for Shipper's account at the Delivery Points confirms that it will receive the volumes.

GENERAL TERMS AND CONDITIONS

11.1 Nomination Procedures: (Continued)

(k) (i) Transporter shall electronically initiate the confirmation process. The Receipt and Delivery Point Operator(s) shall confirm the quantities of gas being nominated by Shipper by 2:00 p.m. CCT. Transporter may make additional inquiries related to confirmations and quantities as stated in Section 11.3 below. 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 NAESB Standard 1.4.x Scheduled Quantity related standards, Transporter should send an end of gas Day Scheduled Quantity document. Receivers of that document may waive that requirement.

(ii) The sending party shall adhere to nomination, confirmation, and scheduling deadlines. The receiving party has the right to waive the deadlines.

(iii) As nearly as practicable, Shipper shall deliver, or cause to be delivered, to Transporter at the Receipt Point on a uniform daily and hourly basis that quantity of gas that has been scheduled for transportation.

(l) Intraday Nominations: An intraday nomination is a nomination electronically submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas Day and that runs through the end of that gas Day. The Evening, Intraday 1 and Intraday 2 Nomination Cycles constitute Transporter's standard intraday nomination opportunities. There is no limitation as to the number of intraday nominations a service requester may submit at any one standard nomination cycle or in total across all standard nomination cycles. Intraday nominations can be used to request increases or decreases in total flow, changes to Receipt Points, or changes in Delivery Points of scheduled gas. Intraday nominations may be used to nominate new market or supply. Intraday nominations do not roll over (i.e., intra-day nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if the intraday nomination modifies existing nomination. All nominations, including intraday nominations, will be based on a full Day's daily quantity; thus an intraday nominator need not prorate to less than daily quantities or submit an hourly nomination. Intraday nominations will include an effective date and time. The interconnected parties will agree on the hourly flows of the intraday nomination. Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate a standing nomination if an intraday nomination modifies it for a Day.

GENERAL TERMS AND CONDITIONS

11.1 Nomination Procedures: (Continued)

(m) Firm intraday nominations are entitled to bump scheduled interruptible service only during the Evening and Intraday 1 Nomination cycles. Transporter will provide notice of the applicability and types of penalties to be effective the following gas Day for any bumped volumes on its Internet Website by 3:00 p.m. prior to the gas Day. Transporter will waive penalties related to the bumped volume if Transporter has not timely provided notice of the bump. During non-critical periods, Transporter will waive daily penalties for bumped volumes for the date of the bump. Transporter will provide a separate notice of bumping in the same manner in which Transporter provides notice of operational flow orders. Transporter will provide notification of bumped volumes through the scheduled quantities statement. Transporter will also communicate notice directly to bumped Shippers electronically using the system-wide timeline for scheduled quantities. Transporter shall provide affected parties notification of bumping through the Shipper's choice of Electronic Notice Delivery Mechanism. Unless the affected party and Transporter have agreed to exclusive notification via EDI/EDM, the affected party should provide Transporter with at least one Internet E-mail address to be used for Electronic Notice Delivery of notification of bumping. Shipper will be deemed to have waived any obligation of Transporter to provide notification of bumps until the above requirement has been met. Transporter will support the concurrent sending of electronic notification of bumping to two Internet E-mail addresses for each affected party. Affected parties will manage internal distribution of notices received by Electronic Notice Delivery.

(n) Transporter may waive any part of the notice requirements of Section 11.1(b), upon request, if operating conditions permit the waiver. Shipper shall notify Transporter immediately of any unexpected changes in volumes tendered for receipt or delivery, whether or not the notice conforms to the times stated herein. If feasible, nominations throughout the gas Day will be recognized to the extent they can reasonably be scheduled and confirmed. For firm service, any intraday nomination may not result in Shipper exceeding its MDQ.

(o) Transporter shall have the right at any time to limit acceptance of an intraday nomination on a non-discriminatory basis if system integrity will be placed in jeopardy. Any such limitation shall be posted on Transporter's Internet Website with its justification.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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11.2 Scheduling Procedures:

(a) Scheduling transportation services will be based on nominations. If nominations exceed available capacity, Transporter will allocate capacity as stated in (b) below.

(b) Transporter shall adjust nominations for receipts and deliveries of gas in the priority categories stated below (listed in highest to lowest priority order), such that any reductions of nominations result in allocations of available capacity to higher priority services before lower priority services ("Adjusted Nominations").

(c) When allocation of capacity is necessary on Transporter's pipeline facilities and not at a specific Receipt Point or Delivery Point, capacity will be allocated in the following order:

(i) Transportation service for quantities nominated under FT TSAs using Primary or Secondary Receipt and Delivery Points, where the point of constraint is within the Primary Path, shall be allocated pro rata based on nominated quantities.

(ii) Transportation service for quantities nominated under FT TSAs using Primary or Secondary Receipt and Delivery Points, where the point of constraint is outside of the Primary Path, shall be allocated pro rata based on nominated quantities.

(iii) Transportation service for quantities nominated as Authorized Daily Overrun Quantity and under IT TSAs according to the applicable rate, such that Shippers who pay higher rates are reduced after those who pay lower rates; if more than one Shipper is paying a given rate, the service reduction for those Shippers will be allocated pro rata based on each Shipper's share of scheduled nominations for that Receipt or Delivery Point. Shippers paying a Negotiated Rate that exceeds the Maximum Rate will be treated as paying the Maximum Rate for purposes of this Subsection.

(iv) Imbalance make-up nominations, on a pro rata basis.

(v) Late nominations, on a pro rata basis.

GENERAL TERMS AND CONDITIONS

11.2 Scheduling Procedures (continued):

(d) When allocation of capacity is necessary at a specific Receipt Point or Delivery Point, capacity will be allocated in the following order:

(i) Transportation service at Primary Receipt Point(s) and Primary Delivery Point(s) up to the associated MDRQ and MDDQ under Shipper's FT TSA.

(ii) Transportation service at Secondary Receipt and Delivery Points and at Primary Receipt and Delivery Points that exceed MDRQ or MDDQ under Shipper's FT TSA up to the contract MDQ.

(iii) Transportation service for quantities nominated as Authorized Daily Overrun Quantity and under IT TSAs according to the applicable rate, such that Shippers who pay higher rates are reduced after those who pay lower rates; if more than one Shipper is paying a given rate, the service reduction for those Shippers will be allocated pro rata based on each Shipper's share of scheduled nominations for that Receipt or Delivery Point. Shippers paying a Negotiated Rate that exceeds the Maximum Rate will be treated as paying the Maximum Rate for purposes of this Subsection.

(iv) Imbalance make-up nominations.

(v) Late nominations.

(e) In addition to making scheduled quantities information available by 4:30 p.m. at the end of each Day, Transporter shall also make available to Shippers information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes.

GENERAL TERMS AND CONDITIONS

11.3 Confirmation Procedures:

(a) Transporter may make such inquiries as it deems necessary, including but not limited to contacting each Receipt Point Operator and Delivery Point Operator, to determine that Shipper's Adjusted Nominations will be confirmed. Shipper is responsible for all dispatching notices to third-party gatherer(s), transporter(s), Receipt Point Operators, and Delivery Point Operator(s), and for notifying these third parties of any changes in nominations. Transporter will accept only the portion of Shipper's Adjusted Nomination that is confirmed.

(b) With respect to the timely nomination/confirmation process at a Receipt or Delivery Point, in the absence of agreement to the contrary, if there is a difference between the nominated and the confirmed quantities at a Receipt Point or Delivery Point as between Transporter and the interconnecting party, the lower of the two will be the confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lower of the confirmation quantity or the previously Scheduled Quantity will be the new confirmed quantity.

(c) With respect to processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, if there is a difference between the nominated and the confirmed quantities at a Receipt Point or Delivery Point as between Transporter and the interconnecting party, the lower of the two will be the new confirmed quantity. If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously Scheduled Quantity will be the new confirmed quantity.

(d) With respect to processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, if there is a difference between the nominated and the confirmed quantities at a Receipt Point or Delivery Point as between Transporter and the interconnecting party, the lower of the two will be the new confirmed quantity, but in any event the new confirmed quantity will not be less than the elapsed-prorated Scheduled Quantity.

11.4 Curtailment Procedures:

If, on any Day Transporter determines that the capacity of its system, or any portion of it, including Receipt and Delivery Points, but excluding any constraints of upstream and/or downstream pipelines, is insufficient to fulfill all nominated service requests for the Day, the scheduled quantities shall be curtailed, to zero if necessary, sequentially in reverse order to the allocation priorities in Subsection 11.2(c) and 11.2(d), as appropriate and consistent with Shipper's rankings under Subsection 11.1(e).

GENERAL TERMS AND CONDITIONS

11.5 Limitations on Transporter's Obligations to Provide Service:

(a) Transporter may reduce receipts or deliveries of natural gas in conjunction with the throughput capacity under TSAs on part or all of Transporter's system according to the above (1) to permit maintenance, repairs, overhauls, replacements, or construction of pipelines, compressors, metering, regulators, and other equipment; (2) to assure the availability of capacity for receipts or deliveries and their equitable apportionment under Transporter's Rate Schedules included in this Tariff, and (3) in cases where gas does not conform to the quality specifications of this Tariff. Transporter shall provide affected Shippers reasonable advance notice of planned outages due to preventive maintenance, repairs, overhauls or replacements.

(b) If, as a result of one or more of the instances outlined in Section 11.5(a), Transporter is unable to deliver the Scheduled Quantity, then Transporter shall credit Shipper's account for the reservation charge associated with the Scheduled Quantity that was not delivered.

11.6 Pre-Determined Allocations of Measured Quantities:

Unless otherwise specifically provided for in these General Terms and Conditions, and except at points that have an OBA in effect, a pre-determined allocation ("PDA") method of ranked, pro rata, percentage, swing, or Receipt Point or Delivery Point Operator provided value may be agreed for any Receipt or Delivery Point. The Receipt Point Operators and Delivery Point Operators will provide the PDA method to Transporter after or during confirmation and before the beginning of the gas Day. If the parties have not agreed on a PDA method, pro rata volume allocations based upon confirmed nominations will be used as the default method.

GENERAL TERMS AND CONDITIONS

11.7 Segmentation of Capacity by Nomination:

Any Shipper receiving Transportation service under Rate Schedule FT shall have the right to segment its firm capacity by using multiple Receipt Points and Delivery Points. The right to segment is subject to the requirement that a Shipper's firm capacity use pursuant to its FT TSA and, if the FT TSA is the result of capacity release, the firm capacity use of all other Shippers of capacity rights derived from the initial FT TSA, does not exceed, in the aggregate (based on all relevant Shipper firm capacity use), the contract entitlements of the initial FT TSA in any segment or at any point (including, without limitation, the relevant MDQ) where the nominated segments overlap. For purposes of determining whether there is an overlap of MDQ, a forward haul and a backhaul nominated to the same Delivery Point at the same time shall not be deemed to be an overlap at that point. For purposes of determining whether there is an overlap of MDQ on a segment, a forward haul and a backhaul nominated on the same segment at the same time shall be deemed to be an overlap on the segment. As a general matter, a Shipper desiring to segment will have the right to use its Primary Receipt Point(s) and Primary Delivery Point(s), as well as all Secondary Receipt Points and all Secondary Delivery Points, so long as the use does not impair Transporter's ability to render firm Transportation service, does not adversely affect Shippers' firm Transportation service rights, and does not adversely affect the safe and reliable operation of Transporter's pipeline system.

11.8 Segmentation of Capacity by Capacity Release:

Releasing Shippers may also segment capacity through capacity release under Section 19 of these General Terms and Conditions, subject to the requirement that the release (or multiple releases) does not increase the total contract entitlements in any segment or at any point (including, without limitation, the relevant MDQ) above the contract entitlement of the initial FT TSA. For purposes of determining whether there is an overlap of MDQ, a forward haul and a backhaul nominated to the same Delivery Point at the same time shall not be deemed to be an overlap at that point. As a general matter, a Shipper (whether a Releasing Shipper or Replacement Shipper) will have the right to use the relevant Primary Receipt Point(s) and Primary Delivery Point(s), as well as all Secondary Receipt Points and all Secondary Delivery Points located in the portion of Transporter's system on which Shipper has the right to Transportation service, so long as (i) the use does not impair Transporter's ability to render firm Transportation service to others, (ii) does not adversely affect Shippers' firm Transportation service rights, (iii) does not adversely affect the safe and reliable operation of Transporter's pipeline system, (iv) does not change the direction of the Primary Path on the segment, and (v) does not result in quantities being nominated in any manner inconsistent with this Section 11.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

12. FUEL REIMBURSEMENT ADJUSTMENT

12.1 Purpose and Applicability: This Section 12 establishes a mechanism for the purpose of updating the Fuel Reimbursement rates on the applicable effective sheets of this Tariff. Transporter will determine the Fuel Reimbursement rates annually.

12.2 Method: The methods used to derive and update the Field Fuel percentage, the main line or ML Fuel percentage, and the UAF percentage included in Fuel Reimbursement are as follows:

(a) Field Fuel Percentages. The Field Fuel percentages are based upon the actual fuel consumed at field compressor facilities on Transporter's system. The Field Fuel percentages equal the actual fuel consumed at these designated field compressor facilities, as measured and defined in Transporter's measurement reporting system, (1) aggregated by each MID, (2) summed for the 12 month period ending December 31, as adjusted for known and measurable changes, and (3) divided by the total throughput applicable to Field Fuel in each MID for the same period, and (4) summed with the applicable Field Fuel adjustment amount calculated under Section 12.4(a). Only those volumes that have been received upstream of or at a Field Fuel facility are subject to a Field Fuel percentage.

(b) ML Fuel Percentages. The main line or ML Fuel percentage is based upon the actual fuel consumed at main line compressor facilities on Transporter's system and include the UAF percentage. The ML Fuel percentage equals the actual fuel consumed at these designated main line compressor facilities, as measured and defined in Transporter's measurement reporting system, (1) summed for the 12 month period ending December 31, as adjusted for known and measurable changes, and (2) divided by the throughput for the same period, (3) summed with the ML Fuel adjustment amount calculated under Section 12.4(b), and (4) summed with the UAF percentage calculated under Section 12.2(c). Only those volumes that have been received upstream of a Main Line Fuel facility are subject to a ML Fuel percentage; however, all transportation volumes are subject to the UAF percentage. Each adjustment to the actual data in any Fuel Reimbursement filing must be separately identified and supported with detailed work papers in the Fuel Reimbursement filing.

(c) Unaccounted For (UAF) Percentages. The UAF percentage is calculated by dividing the 12 month actual UAF gas for the respective 12 month period ending December 31, as adjusted for known and measurable changes, by the throughput quantity for the same period summed with the applicable UAF adjustment amount, as calculated under Section 12.4(c).

12.3 Exceptions: Throughput on transactions that are not assessed fuel shall not be included in the throughput used to calculate the Fuel Reimbursement percentages.

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12.4 True-up Mechanism:

(a) Field Fuel. Transporter shall compare the volume of Field Fuel Reimbursement retained for the most recent 12 months ended December 31 with the volume of Field Fuel consumed for the same period on a MID-by-MID basis to determine the Field Fuel adjustment amount. Each MID's Field Fuel adjustment amount will be divided by the applicable MID throughput quantity to determine the Field Fuel adjustment percentage to be included in the MID's Field Fuel Reimbursement percentage for the period beginning the subsequent April 1. To the extent a MID's Field Fuel adjustment percentage is zero, a Field Fuel adjustment amount will not be applicable to that MID's Field Fuel Reimbursement percentage. Under-collection will result in a positive MID Field Fuel adjustment amount. Over-collection will result in a negative MID Field Fuel adjustment amount. For purposes of determining the Field Fuel adjustment amounts for years subsequent to the initial year of the Fuel Reimbursement, the applicable MID Field Fuel adjustment amount for the prior year is first added to the applicable actual MID Field Fuel retained for the prior year. To determine the Field Fuel adjustment amounts for the subsequent year, the volume of the applicable MID Field Fuel Reimbursement retained will be compared to the applicable MID Field Fuel consumed.

(b) ML Fuel. Transporter shall compare the volume of ML Fuel Reimbursement retained for the most recent 12 months ended December 31 with the volume of ML Fuel consumed for the same period to determine the ML Fuel adjustment amount for the ML Fuel percentage. The ML Fuel adjustment amount will be divided by the applicable throughput to determine the ML Fuel adjustment percent to be included in the ML Fuel percentage for the period beginning the subsequent April 1. Under-collection will result in a positive ML Fuel adjustment amount. Over-collection will result in a negative ML Fuel adjustment amount. For purposes of determining the ML Fuel adjustment amount for years subsequent to the initial year of the Fuel Reimbursement, the ML Fuel adjustment amount for the prior year is first added to the actual ML Fuel retained for the prior year. To determine the ML Fuel adjustment amount for the subsequent year, the volume of the ML Fuel Reimbursement retained will be compared to the ML Fuel consumed.

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12.4 True-up Mechanism (continued):

(c) UAF. Transporter shall compare the volume of UAF gas retained for the most recent 12 months ended December 31 with the volume of actual UAF gas for the same period to determine the UAF adjustment amount. The UAF adjustment amount will be divided by the applicable throughput to determine the UAF adjustment percent to be included with the UAF retention percentage for the period beginning the subsequent April 1. Under-collection will result in a positive UAF adjustment amount. Over-collection will result in a negative UAF adjustment amount. For purposes of determining the UAF adjustment amount for years subsequent to the initial year of the Fuel Reimbursement, the UAF adjustment amount for the prior year is first added to the actual UAF retained for the prior year. To determine the UAF adjustment amount for the subsequent year, the volume of the UAF retained will be compared to the actual UAF gas quantity.

12.5 Reimbursement Filing: Transporter will file with the Commission annually to change the Fuel Reimbursement percentages for each MID, including the UAF retained percentages as provided herein. Transporter will file each March 1 for Fuel Reimbursement percentage changes to be effective as of the following April 1.

Effective Date: 09/01/2008 Status: Effective

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13. RESOLUTION OF IMBALANCES

13.1 Responsibility to Control Imbalances:

(a) A Shipper receiving any transportation service from Transporter will use, or will cause any party delivering or receiving Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to Shipper's scheduled quantities at the Receipt and Delivery Points pursuant to Shipper's TSA(s).

(b) Transporter will use all reasonable efforts to ensure that delivery of gas pursuant to its TSA(s) is equal to Shipper's scheduled quantities at the Delivery Point(s).

13.2 Resolution of Monthly Imbalances:

(a) Shipper and Transporter shall use all reasonable good faith efforts to minimize imbalances and to eliminate any imbalances that occur as soon as possible, taking into consideration (i) Transporter's commitments to other Shippers, (ii) the period allowed for cure by affected downstream pipeline(s) to avoid or minimize penalties that may be levied by them, and (iii) the operational integrity of Transporter's facilities.

(b) Based on the information provided by Transporter to Shipper, Shipper shall take prompt action to correct any imbalances by making appropriate adjustments in Shipper's nominations, receipts, and deliveries over the remainder of the Day or month, as applicable, to restore a balance of receipts and deliveries on Transporter's system, as applicable (unless Transporter directs Shipper to correct an imbalance over a shorter time to avoid penalties or for operational reasons).

(c) If on any Day Transporter determines that Shipper's cumulative actual receipts (adjusted for Fuel Reimbursement) and cumulative actual deliveries are out of balance in excess of 5% of scheduled deliveries for the month and Shipper fails to take corrective action as stated in Subsection 13.2(b), then, upon two (2) days prior notice to Shipper (which notice may be provided initially by telephone and followed by a written confirmation), Transporter may adjust Shipper's nominations, receipts, and deliveries over the remainder of the month or any shorter period deemed necessary by Transporter to restore a balance of receipts and deliveries. Nothing in this Section will affect Transporter's ability to issue an OFO pursuant to Section 15.

(d) Transporter shall have no liability to Shipper(s) as a result of imbalances incurred on downstream pipeline(s).

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13.2 Resolution of Monthly Imbalances (continued):

(e) After each month, Transporter will calculate the imbalance (in Dth) between the quantities of gas allocated each Day to Shipper for its account at the Receipt Point(s) during that month, less Fuel Reimbursement during that month, and the quantities of gas allocated each Day to Shipper for its account at the Delivery Point(s) during that month, adjusted for imbalances resolved under this Section 13.2. Transporter will aggregate the net imbalances under all of a Shipper's TSAs for the month ("Net Monthly Imbalance"). Shipper shall eliminate the Net Monthly Imbalance by trading the imbalance with other Shippers, as provided in Subsection 13.2(f) below, and by cash out, as provided in Section 13.3.

(f) Shipper may trade the Net Monthly Imbalances on a monthly basis with other Shippers. Imbalances to be posted for trading should be authorized by the Shipper. Shipper may submit to Transporter at any time a written Authorization to Post Imbalances. An Authorization to Post Imbalances received by Transporter by 11:45 a.m. will be effective at 8 a.m. on the following Business Day (CCT) and will continue in effect until terminated by the Shipper on written notice to Transporter. Imbalances that were previously authorized for posting shall be posted by the ninth Business Day of the month following the delivery month and shall stay posted until the 17th Business Day of that month. Shipper may revoke an Authorization to Post Imbalances with 30 days prior written notice to Transporter. Shipper will be able to view on Transporter's Internet Website and, upon request, download posted imbalances. Transporter is not required to post zero imbalances.

(g) Upon receipt of a Request for Imbalance Trade and an Imbalance Trade Confirmation signed by the trading Shippers, Transporter shall issue an Imbalance Trade notification and revised imbalance statements to the trading Shippers. When trading imbalances, the quantity traded must be stated. Trades shall be reflected prior to or on the Shipper's next monthly imbalance statement or cashout statement. Imbalance trades can only be withdrawn by the initiating trader, and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Transporter. After receipt of an Imbalance Trade Confirmation, Transporter shall send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon CCT the next Business Day. Transporter shall have no liability with respect to any imbalance trading by Shippers.

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13.3 Cash Out Procedures:

To the extent monthly imbalances are not resolved under Section 13.2, all imbalances accrued by Shipper under its TSAs shall be resolved on a monthly basis pursuant to this Section.

(a) To determine an applicable imbalance percentage, Transporter will divide Shipper's Net Monthly Imbalance less quantities resolved by trading by all of the Shipper's scheduled transportation deliveries during the month ("Net Monthly Imbalance Percentage"). To calculate Shipper's imbalance percentage under TSAs, Transporter will exclude Shipper's deliveries under all MPS Agreements.

(b) Subject to Subsection (d) below, if Shipper has accrued a Net Monthly Imbalance due to Transporter, Shipper shall pay Transporter for Shipper's Net Monthly Imbalance at the following prices for the volumes within each stated Net Monthly Imbalance Percentage.

Net Monthly Imbalance Percentage Due To Transporter	Price Per Dth
0 through 5%	100% of Index Price
> 5 through 10%	115% of Index Price
> 10 through 15%	130% of Index Price
> 15 through 20%	140% of Index Price
> 20%	150% of Index Price

(c) Subject to Subsection (d) below, if Shipper has accrued a Net Monthly Imbalance due to Shipper, Transporter shall pay Shipper for its Net Monthly Imbalance at the following prices for the volumes within each stated Net Monthly Imbalance Percentage. Transporter will charge Shipper the maximum transportation rate for Net Monthly Imbalance.

Net Monthly Imbalance Percentage Due To Shipper	Price Per Dth
0 through 5%	100% of Index Price
> 5 through 10%	85% of Index Price
> 10 through 15%	70% of Index Price
> 15 through 20%	60% of Index Price
> 20%	50% of Index Price

However, if Shipper owes Transporter any payments that are past due, Transporter shall have the right to offset payments it owes to Shipper under this Subsection by the past due amounts due to Transporter (including interest at the FERC interest rate).

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13.3 Cash Out Procedures (continued):

(d) Index Price. The Index Price shall be determined each month using the daily spot gas prices for the area of Transporter's system as published in Gas Daily. Transporter will determine the simple average of the Gas Daily Daily Price Survey index prices published for Panhandle, TX-Oklahoma for each delivery month (with Saturday and Sunday averaged using the succeeding Business Day's price) ("Index Price") using the quotations published during the five-week period beginning on the first Tuesday of the delivery month and ending on the first or second Monday of the following month, whichever is applicable, to arrive at a five-week period.

(e) If the Index Price is no longer published or is materially modified so that it no longer reflects daily gas market values in the area of Transporter's system, Transporter will promptly select a replacement Index Price publication that produces results similar to the previous Index Price. Transporter will inform Shippers of the revision by posting the revised Index Price on Transporter's Internet Web Site along with an explanation of the reason for the change. Transporter will also file the change with the Commission as required.

(f) A prior period adjustment that impacts the Net Monthly Imbalance amount for a prior period shall be multiplied by the Index Price for the delivery month when the imbalance occurred. No further imbalance penalty will be imposed when a prior period adjustment, applied to the current period, causes or increases a current month Imbalance Penalty.

Effective Date: 09/01/2008 Status: Effective

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14. BILLING AND PAYMENT

14.1 Billing:

Transporter will send transportation invoices on or before the 9th Business Day after the delivery month. Transporter will furnish to Shipper a statement of the volumes in Dth and the Btu content of the gas received for the account of Shipper for transportation, the volumes and the Btu content of the gas delivered to or for the account of Shipper, the Fuel Reimbursement allocated to Shipper in the preceding month, and the amounts due to Transporter for the delivery month. Transporter will generate separate, imbalance statements at the same time as or prior to the generation of the transportation invoice. The imbalance statement will provide the Shipper's Net Monthly Imbalance that may be used for trading pursuant to Section 13.2(f). The remaining imbalance, after trading, will be resolved pursuant to Section 13.3 and the result will be provided on a subsequent transportation invoice. Transporter will furnish to Shipper this imbalance statement before or with the transportation fee invoice. Statements are considered furnished when (i) postmarked or time-stamped and (ii) physically delivered to the Shipper or electronically delivered to the Shipper's designated site, including delivery by facsimile with receipt confirmed. Transporter may furnish separate statements to Shipper that include an account of any credits and/or penalty charges accrued by Shipper. Invoices shall be based on actual (if available) or best available data. Quantities at a point where an OBA exists will be invoiced initially based on scheduled quantities. Unless otherwise agreed, transportation invoices shall state the net billing rate rather than the Maximum Rate, and the discount amount. Billing units will be stated in Dth.

14.2 Payment:

(a) Shipper shall make payments to Transporter for all services performed or charges and penalties incurred during the preceding month by electronic bank transfer (i.e., wire transfer, ACH transfer or other mutually acceptable transfer method) or by check, at the address that Transporter may designate, within ten days following Shipper's receipt of the invoice. Any amount due to Shipper from Transporter shall be paid in a like manner. All payments made by Shipper shall include Transporter's invoice number(s) and supporting documentation for purposes of matching the payment to the invoice.

(b) Transporter will apply payments per the supporting documentation provided by the Shipper. If the payment differs from invoiced amount, Shipper shall provide remittance details identifying the differences except when payment is made by electronic funds transfer (EFT), in which case the remittance details are due within two Business Days of the payment due date.

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(c) Unless otherwise stated in this Tariff, its General Terms and Conditions, or the TSA or MPS Agreement, the effective payment due date of an invoice when the due date does not fall upon a Business Day (as defined in NAESB Standard 3.2.1) is the first Business Day following the due date.

14.3 Interest on Unpaid or Overpaid Amounts:

Should Shipper fail to pay any amount when due, or if found to have paid in excess of the amount ultimately due pursuant to the resolution of a good faith dispute, interest on the unpaid or overpaid amount shall accrue at a rate equal to the lower of the rate then stated in Section 154.501 of the Commission's Regulations or the highest amount allowed by law from the date payment was due, pursuant to Section 14.2, and continue until payment to Transporter or refund to Shipper is made.

14.4 Failure to Pay:

Except in the case of a good faith dispute, if Shipper fails to make payment to Transporter pursuant to Section 14.2, and the failure to make payment continues for 20 days or more, Transporter may suspend the further transportation of gas under Shipper's TSAs upon ten days prior written notice to Shipper and to the Commission, but the exercise of this right shall be in addition to any other remedy available to Transporter.

14.5 Good Faith Dispute:

If Shipper in good faith disputes the amount shown as due to Transporter on a billing statement, Shipper shall provide a description and supporting documentation of its position and timely submit payment of the amount it concedes is due to Transporter. Transporter shall apply the payment consistently with Shipper's documentation. Transporter's acceptance of a partial payment does not waive Transporter's right to full payment after resolution of the disputed invoice. Shipper and Transporter shall use all reasonable efforts to resolve the dispute; provided, however, if the resolution of the good faith dispute results in Shipper or Transporter owing the other an additional amount, Section 14.3 shall apply from the date payment was due, pursuant to Section 14.2, until payment of the additional amount is made. Section 14.6 below shall not apply to a good faith dispute.

14.6 Prepayment in the Event of Default:

Upon default in payment for a period in excess of 20 days, Transporter may, upon 30 days prior written notice to Shipper require as a condition to the continuance or recommencement of transportation services a deposit or other acceptable Security under Section 5.7 above.

Effective Date: 09/01/2008 Status: Effective

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14.7 Prior Period Adjustments:

Prior period adjustment time limits shall be six months from the date of the initial transportation invoice with a three month rebuttal period, excluding government required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. The parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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15. UNAUTHORIZED OVERRUNS AND OPERATIONAL FLOW ORDERS

15.1 Unauthorized Overrun Penalty:

(a) If on any Day during the month Shipper takes quantities of gas in excess of the MDQ as stated in the TSA and the excess quantity has not been scheduled by Transporter, in addition to the Authorized Overrun Rate stated in the applicable Rate Schedule, Shipper shall be subject to an Unauthorized Overrun Penalty of two times the daily price published in Gas Daily, Daily Price Survey, Panhandle-TX-Okla. for the Day (Saturday and Sunday shall be the succeeding Business Day's price) that Unauthorized Overrun Penalties are incurred for each Dth taken in excess of the MDQ. The month's quantities of gas subject to an Unauthorized Overrun Penalty shall be the sum of the excess quantity Days' Unauthorized Overrun Penalty volumes.

(b) For purposes of calculating the quantity of gas subject to the Unauthorized Overrun Penalty under this Section, a Shipper shall be permitted to aggregate the MDQs of its FT TSAs at one designated Delivery Point.

(c) Transporter will use the quality specifications, including Btu measurements, shown at the meter with no retroactive adjustment applied in determining the Unauthorized Overrun Penalty provided for in this Section 15.1.

15.2 Operational Flow Order: Transporter shall have the right to issue operational flow orders ("OFOs") as stated in this Section. An OFO is an order issued to alleviate conditions which, inter alia, threaten or could threaten safe operations or the system integrity of Transporter's system or that allow Transporter to maintain operations required to provide efficient and reliable firm service. Whenever Transporter experiences these conditions, any pertinent order, including an Action Alert or Balancing Alert, shall be called an OFO.

15.3 Preliminary Notifications/Follow-up Reports: Transporter shall provide, via posting on Transporter's Internet Website, prior notice to all affected Shippers ("OFO Recipients") of upcoming system events that may necessitate the issuance of an OFO. Transporter shall provide, via posting on Transporter's Internet Website, a written report that details the underlying causes that warranted the issuance of the OFO and explains why the actions required by the OFO were necessary to alleviate the identified problems.

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15.4 Applicability of OFO: Transporter shall make an OFO as localized as reasonably practicable based on Transporter's good faith and reasonable judgment concerning the situation requiring remediation, so that an OFO will be directed (a) first to OFO Recipients causing the problem necessitating the OFO or delivering gas in the area of the system in which there is an operational problem, and (b) second to those OFO Recipients delivering gas in the area of the system where action is required to correct the problem necessitating the OFO. Prior to issuing the OFO, Transporter will attempt, if sufficient time is available, to alleviate the situation necessitating the OFO through the application of the scheduling and curtailment provisions in Section 11 of these General Terms and Conditions. Transporter will tailor the OFO to match the severity of the known or anticipated operational problem as more fully stated below.

15.5 Notice: All OFOs will be issued via telephone and followed by a facsimile to the affected Shippers, with subsequent posting on Transporter's Internet Website, and by notice to the affected parties through their prior choice of Electronic Notice Delivery mechanism(s). The OFO will state (1) the time and date of issuance, (2) the actions Shipper/operator is required to take, (3) the time by which Shipper must be in compliance with the OFO, (4) the anticipated duration of the OFO, and (5) other terms that Transporter may reasonably require to ensure the effectiveness of the OFO. After the OFO has expired, Transporter shall post on its Internet Website the factors that caused the OFO to be issued and lifted.

15.6 Action Alerts: If Transporter determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the pipeline system integrity is jeopardized or Transporter's ability to render firm service is threatened, Transporter may issue an Action Alert as set out herein to forestall development of the situation.

(a) Issuance of Alerts: Transporter will issue Action Alerts using the procedures in Section 15.5, and in two stages. A minimum of 48 hours prior to the time that a Shipper must take the action specified in the Alert, Transporter will issue a notice informing the Shipper of the known or anticipated problem on the system, the action that Shipper will be required to take, and the anticipated time it will be required to take the action. Shipper will be expected to take preliminary actions to assist Transporter in avoiding a system problem. A minimum of 30 hours prior to the time when the Shipper is required to take the designated action, Transporter will issue specified action instructions. Conformance with these instructions will be mandatory. Transporter, to the greatest extent feasible, will issue the action instructions so that the time of mandatory conformance will correspond with the beginning of the gas Day.

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(b) Requested Actions: Upon issuance of an Action Alert, Transporter may request that a Shipper take any of the following actions, or similar actions, to the extent they will alleviate the situation:

(i) increase, up to Shipper's MDRQ, or decrease deliveries of gas into the system at specified Receipt Points; or

(ii) bring the nominations across all Delivery Points or, if necessary, at specified Delivery Points within designated balancing tolerances.

15.7 Balancing Alerts:

If in Transporter's judgment the Action Alerts under Section 15.6 are not sufficient to address the situation fully, or under circumstances in which the operational integrity of the system is more severely threatened, Transporter may issue Balancing Alerts.

(a) Issuance of Alerts: Balancing Alerts will be noticed in accord with the procedures stated in Section 15.5 and will be issued a minimum of eight hours prior to the required action by the Shipper.

(b) Required Actions: Balancing Alerts may be issued through any of the following, or similar actions:

(i) curtailment of interruptible services;

(ii) adjustments of transportation volumes such that their receipt and/or delivery flow equals their scheduled quantities.

15.8 Shipper Compliance: A Shipper must comply with an Action Alert and a Balancing Alert (each of which is an OFO) within the period stated, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third party systems.

15.9 Penalties: If a Shipper fails to comply with an Action Alert, it shall be subject to a penalty of \$10.00 per Dth for any volume of gas by which it deviated from the requirements of the Action Alert. If a Shipper fails to comply with a Balancing Alert, it will be subject to a penalty of \$25.00 for each Dth of gas by which it deviated from the requirements of the Balancing Alert. A Shipper shall not incur any penalties, including an Imbalance Penalty, if the penalties would not have been incurred but for Shipper's compliance with an Action Alert or Balancing Alert, including any preliminary action taken by Shipper in response to a warning issued by Transporter in advance of an Action Alert. A Shipper shall not incur any penalties if the Action or Balancing Alert was necessitated exclusively by Transporter's negligence or willful misconduct.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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15.10 Liability of Transporter: Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO. Transporter shall not be responsible for any damages that result from any interruption in Shipper's service that is a result of a Shipper's failure to comply promptly and fully with an OFO, and the non-complying Shipper shall defend and indemnify Transporter against any claims of responsibility. However, Transporter shall use reasonable efforts to minimize these costs or damages.

15.11 Unilateral Action: If (1) a Shipper does not respond to an OFO, (2) the actions taken are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts or Balancing Alerts, Transporter may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Transporter's system (or any portion thereof). For purposes of this Section, the operational integrity of Transporter's system shall encompass the integrity of the physical system and preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion of it), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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16. WAIVERS

(a) In recognition of the fact that each penalty provision in this Tariff is intended to promote conscientious operations by a Shipper so that service to other Shippers is not impaired, Transporter may waive any penalties incurred by a Shipper if Transporter determines, in its reasonable judgment, that the Shipper was conducting its operations in a responsible manner when the penalties were incurred and that Shipper's conduct did not impair service to another Shipper. Transporter must grant waivers under this Section on a non-discriminatory basis, and waiver of any penalties shall not constitute an automatic waiver of any future penalties.

(b) Transporter shall maintain a record of all waivers granted under this Section and shall make these records available upon request to the Commission and to any Shipper.

(c) Transporter may waive any of its rights hereunder or any obligations of Shipper on a basis that is not unduly discriminatory; provided that no waiver by either Shipper or Transporter of any one or more defaults by the other in the performance of any provision of a TSA shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

17. NOTICES

17.1 General Notices:

Except as otherwise provided herein, any notice, request, or demand concerning service under any TSA may be given in writing and sent by first-class U.S. mail, postage prepaid, by facsimile with receipt confirmed, by e-mail, or by personal delivery to the address stated in the TSA. System-wide notices shall have a separate category on Transporter's Internet Website for notices that are not critical.

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17.2 Dispatching Notices:

(a) All notices concerning daily nominations and confirmations for transportation shall be given by facsimile with receipt confirmed to the number stated in the TSA or given electronically.

(b) Transporter and Shipper may agree in writing to an alternative method of giving notice other than those stated in this Section. Any agreed alternative method of giving notice shall remain effective until rescinded by either party by giving prior written notice to the other party.

(c) Transporter and Shipper may change any phone number, facsimile number, or electronic mail address to which dispatching notices are to be given at any time by giving prior written notice to the other party.

17.3 Critical Notices:

(a) Critical Notices are those that pertain to information on Transporter's system conditions that affect scheduling or adversely affect scheduled gas flow. The declaration to the affected parties of an OFO, critical periods, and critical notices shall describe the conditions and the specific responses required from the affected parties.

(b) Transporter will provide affected parties notice of intraday bumps, OFOs, and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s).

Effective Date: 09/01/2008 Status: Effective

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18. RIGHT OF FIRST REFUSAL FOR FIRM SERVICE AGREEMENTS

18.1 Eligibility:

Shippers holding FT TSAs at maximum rates with a term of 12 or more consecutive months of service may exercise the Right of First Refusal ("ROFR") under this Section 18. FT TSAs of Shippers eligible for this ROFR are not subject to pregranted abandonment, provided notice is given as described herein. An eligible Shipper may agree to waive its ROFR at any time. Any Shipper with a ROFR who wishes to extend the FT TSA at maximum rates for a term of at least five years may do so without using the ROFR process or posting. A firm Shipper eligible for the ROFR may elect to retain a portion of its capacity subject to the ROFR process and have Transporter's pregranted abandonment authority apply to the remainder of the capacity.

18.2 Capacity Posting:

Transporter shall post on its Internet Website the capacity that will be available upon the termination of an eligible FT TSA for the purpose of soliciting all bids for the further use of the capacity pursuant to the following schedule based on the effective termination date of the FT TSA, whether the date is stated in the FT TSA or in Transporter's notice of termination under the FT TSA.

Term of Agreement, Years	Posting Period, Days	Existing Shipper's Review Period, Days
* 1	15	5
* Greater than 1 and = 5	25	10
* Greater than 5 and = 10	35	15
* Greater than 10	60	20

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18.3 Bidding Procedure & Conditions:

Each bidder for the firm capacity, or any part thereof, must submit its bid to Transporter in writing (with the appropriate written service request submitted to Transporter under separate cover) within the posting period. Each bid shall contain the term for which the capacity is sought and the percentage of the Maximum Rate applicable to Rate Schedule FT which the bidder is willing to pay for the capacity, not to exceed 100% of the Maximum Rate.

18.4 Selection of Best Bid:

If Transporter receives one or more bids for the capacity, and it does not reject all bids as provided below, the bid, or combination of bids, which represents the largest present value of the product of capacity and rate contained in each bid will be the "best bid." Transporter reserves the right to reject any bid that is for less than 100% of the Maximum Rate applicable to Rate Schedule FT.

18.5 Existing Shipper's Review:

Transporter will notify the party(ies) who submitted the best bid(s) that their best bid(s) is subject to the existing Shipper's review, and Transporter will post notice of the best bid(s) on its Internet Website. Transporter will notify the existing Shipper of the best bid(s) received, and the existing Shipper shall have the applicable period under the table in Section 18.2 above (under the "Existing Shipper's Review Period, Days" column) within which it must match the rate and contract term offered in the best bid(s) to retain its firm capacity.

18.6 Continued/New Service:

(a) If the existing Shipper elects to match the best bid, Transporter and Shipper will enter into a new FT TSA reflecting the terms of the best bid(s). Transporter will notify the party(ies) who submitted the best bid(s) that the existing Shipper has elected to match the best bid(s), and Transporter will also post a notice of this election on its Internet Website.

(b) If Shipper elects not to match the best bid(s), Shipper's existing FT TSA will be subject to pregranted abandonment upon its effective termination date, and Transporter may enter into a new FT TSA(s) as of that date with the party or parties offering the best bid(s), which shall reflect the conditions of the best bid(s). Transporter will also post a notice of Shipper's election not to match the best bid(s) on its Internet Website.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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18.7 No Best Bid:

If Transporter does not receive any bids for Shipper's capacity or receives no bids that are acceptable to Transporter, Shipper shall have the right to retain its firm capacity at the Maximum Rate applicable to it, or at any discount agreed by Transporter, for an additional term as requested by Shipper, not to exceed 20 years. If Shipper refuses to renew its FT TSA at the Maximum Rate, absent an agreement by Transporter to discount, the FT TSA shall be subject to pregranted abandonment on the effective date of termination.

18.8 Shipper's Notice of Termination:

If Shipper gives notice to terminate its FT TSA under its provisions, the agreement shall be subject to pregranted abandonment on the effective date of Shipper's termination notice, and the above provisions of this Section 18 shall not apply.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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GENERAL TERMS AND CONDITIONS

19. SHIPPERS' RELEASE OF FIRM CAPACITY

19.1 General:

This Section 19 sets forth the sole means by which a Shipper under Rate Schedule FT ("Releasing Shipper") may release its firm capacity rights under a FT TSA with Transporter to a third party ("Replacement Shipper"). This Section 19 pertains solely to release of firm capacity rights under a FT TSA for subsequent service under Rate Schedule FT.

19.2 Capacity Eligible For Release:

A Releasing Shipper with a FT TSA may release all or any part of its firm capacity pursuant to this Section 19. In the case of segmented capacity releases, for the MDQ released, the upstream segment Shipper shall be permitted to nominate as a secondary point all points both upstream of the Receipt Point and in the same direction as the Releasing Shipper's Primary Path, and the downstream segment Shipper shall be permitted to nominate as a secondary point all points both downstream of the Delivery Point and in the same direction as the Releasing Shipper's Primary Path, provided that the nominations of the Releasing and Replacement Shippers do not result in an overlap with another capacity release transaction.

19.3 Types of Releases:

(a) Permanent Release: A Releasing Shipper may release all or part of its firm capacity under a FT TSA for the entire remaining term of the FT TSA ("Permanent Release") under this Section 19. A Permanent Release is an assignment of capacity and any associated rights of the Releasing Shipper under Section 18 hereof for avoiding pregranted abandonment. Therefore, the Replacement Shipper must meet Transporter's creditworthiness requirements in these General Terms and Conditions. The Replacement Shipper is required to execute a separate FT TSA for the released capacity at the rate applicable to and for the primary term remaining under the Releasing Shipper's FT TSA, unless Transporter agrees otherwise in a nondiscriminatory manner. Furthermore, the Replacement Shipper must contract for the Primary Receipt Point(s) and Primary Delivery Point(s) specifically stated in a Releasing Shipper's offer of firm capacity.

(b) Release by Replacement Shipper: The Replacement Shipper then has the right to release its capacity on a permanent or temporary basis under the terms and conditions of this Section 19. Upon the successful completion of a Permanent Release, the Releasing Shipper shall be responsible only for those charges under its FT TSA incurred with respect to the released capacity prior to the effective date of the Permanent Release, as well as charges it continues to incur for capacity not released on a permanent basis.

GENERAL TERMS AND CONDITIONS

19.3 Types of Releases (continued):

(c) Temporary Release: A Releasing Shipper may release all or part of its firm capacity under a FT TSA for a term less than the remaining term of the FT TSA ("Temporary Release"), using one of the following methods, subject to this Section 19.

(i) Firm Temporary Release: A Releasing Shipper may temporarily release capacity on a firm basis for a stated term without a right of recall, except as provided in Subsection 19.3(d). The minimum term for any Firm Temporary Release shall be one Day.

All Firm Temporary Releases exceeding one Day must be offered for a consecutive number of Days, but such a release can commence on any Day during the month.

(ii) Temporary Release Subject to Recall: A Releasing Shipper may temporarily release firm capacity subject to a right of recall by the Releasing Shipper upon the occurrence of the condition precedent stated in the Releasing Shipper's offer. The minimum term for any Temporary Release Subject to Recall is one Day. Any Temporary Release Subject to Recall offered for more than one Day must be offered for a consecutive number of Days, but such a release can commence on any Day during the month.

(d) Secondary Release of Firm Capacity: Transporter shall allow re-releases (a "Secondary Release") on the same terms and basis as the primary release, except as prohibited by regulations. A Replacement Shipper who has acquired firm capacity hereunder on a temporary basis, subject to that option being part of the Releasing Shipper's offer, may subsequently release the capacity it has acquired, under this Section 19 (also a Secondary Release), thereby becoming a Releasing Shipper. That secondary Releasing Shipper shall provide the original Releasing Shipper the name, telephone number, and facsimile number of a contact party of the secondary Releasing Shipper. A Secondary Release of firm capacity cannot operate to release greater capacity rights than the capacity acquired by the secondary Releasing Shipper. Furthermore, to the extent that a secondary Releasing Shipper acquired firm capacity subject to a right of recall, the capacity then released by the secondary Releasing Shipper, and any subsequent Secondary Release of firm capacity thereafter, shall also be subject to the right of recall.

GENERAL TERMS AND CONDITIONS

19.3 Types of Releases (continued):

(e) Prearranged Release of Firm Capacity:

(i) Except as provided in (ii) below, a Releasing Shipper who wishes to release temporarily its firm capacity on a prearranged basis to a Replacement Shipper must comply with the notification and bidding requirements of this Section 19.

(ii) A Releasing Shipper who wishes to make one of the following types of releases need not comply with the bidding requirements of this Section 19:

(a) A release of capacity to an asset manager as defined by 18 C.F.R. Section 284.8(h)(3);

(b) A release of capacity to a marketer participating in a state-regulated retail access program as defined by 18 C.F.R. Section 284.8(h)(4);

(c) A release for more than one year at the Maximum Rate; and

(d) A release for any period of 31 Days or less. The minimum term for such a release shall be one Day, and the term must be for consecutive number of Days within the same month.

(e) If a release is exempt from bidding under this section 19.3(e)(ii), Transporter shall post on its Internet Website the terms of the prearranged release as soon as possible, but not later than the first nomination, after the release transaction commences.

(iii) Once the term of a release under Subsection 19.3(e)(ii)(d) has expired, the Releasing Shipper cannot release capacity to the same Replacement Shipper under Subsection 19.3(e)(ii)(d) until 28 Days after the first release period has ended.

(iv) Except as provided herein, all terms and conditions applicable to release of firm capacity under this Tariff shall apply to any prearranged release of firm capacity.

GENERAL TERMS AND CONDITIONS

19.3 Types of Releases (continued):

(f) Except as provided in Section 19.3(a), the Releasing Shipper shall continue to be responsible to Transporter for all reservation charges for Transportation service provided pursuant to the Shipper's applicable FT TSA and all other charges and surcharges that would be charged to the Releasing Shipper if the TSA had not been assigned. The Releasing Shipper will not be responsible for Commodity charges or volumetric surcharges which are applicable under this Tariff to quantities of Gas actually transported, except as provided in Section 4.4(c) of the FT Rate Schedule for a Releasing Shipper with a Negotiated Rate. A credit will be included on each of the Releasing Shipper's monthly bills to reflect the reservation fee invoiced to Replacement Shippers.

19.4 Capacity Release Timeline:

(a) The Capacity Release timeline is 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 acquiring 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.

(b) For biddable releases (less than 1 year):

- offers should be tendered by 12:00 p.m. on a Business Day;
- open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m., during which contingency is eliminated, determination of best bid is made, and ties are broken);
- evaluation period ends and award posting occurs if no match is 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 is required, award posting is by 3:00 p.m.;
- contract is issued within one hour of award posting (with a new contract number, when applicable); nomination is possible beginning at the next available nomination cycle for the effective date of the contract, CCT.

Effective Date: 01/19/2009 Status: Effective
FERC Docket: RP09-181-000

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Superseding: Original Sheet No. 309

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19.4 Capacity Release Timeline (continued):

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

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19.4 Capacity Release Timeline (continued):

(d) For non-biddable releases:

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

- (ii) 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)

- (iii) Intraday 1 Cycle
 - posting of prearranged deals not subject to bid are due by 9:00 A.M.;
 - contract is issued within one hour of award posting (with a new contract number, when applicable); nomination is possible beginning at the next available nomination cycle for the effective date of the contract, CCT.

- (iv) Intraday 2 Cycle
 - posting of prearranged deals not subject to bid is due by 4:00 p.m.;
 - contract is issued within one hour of award posting (with a new contract number, when applicable); nomination is possible beginning at the next available nomination cycle for the effective date of the contract, CCT.

Effective Date: 01/19/2009 Status: Effective

FERC Docket: RP09-181-000

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Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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20. SUCCESSORS AND ASSIGNS

(a) Succession. Any company that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of any party shall be subject to the obligations of its predecessor under any TSA. No other assignment of a TSA or of any of the rights or obligations thereunder is allowed without the prior written consent of the non-assigning party, which consent shall not unreasonably be withheld or delayed. Nothing contained in this Tariff will prevent either party from mortgaging its rights under a TSA as Security for its indebtedness, but the Security is subordinate to the parties' rights and obligations under the TSA.

(b) Notice of Assignment. No transfer of or succession to the interest of a Shipper, however made, will bind Transporter until the Shipper or its successor has provided Transporter a copy of the original assignment document or other satisfactory proof that the person has an interest as a successor party under the TSA.

GENERAL TERMS AND CONDITIONS

21. REQUESTS FOR ADDITIONAL FACILITIES

21.1 Requirements: Transporter will agree to construct a new interconnect or modify an existing interconnect on the following terms:

(i) All requests for new interconnects or facility modifications must be made in writing.

(ii) Unless mutually agreed upon on a not unduly discriminatory basis, the party requesting the new interconnect or facility modification shall reimburse Transporter or cause Transporter to be reimbursed for reasonable costs and expenses incurred in planning, designing, constructing, establishing or modifying the facilities required to establish a new interconnection on existing facilities for receipt or delivery of gas. Alternatively, the party requesting the interconnect may perform the construction at its own cost in compliance with Transporter's technical requirements.

(iii) All new receipt and delivery meters shall require electronic gas measurement with radio telemetry, or EGM, which shall be owned by Transporter. All new delivery meters shall require EGM, and if requested by Transporter, a flow control device with pressure override features that can be operated remotely by Transporter. Transporter also must be the custody transfer party at the proposed facility.

(iv) The construction or operation of the new interconnect or modified facility will not create any significant operational problems for Transporter.

(v) The proposed interconnect or facility modification will not adversely affect the rendition of existing service or adversely alter the operation of the pipeline system, including the dilution of the gas stream (Btu or GPM content).

(vi) The new interconnect must be at a mutually agreeable location on Transporter's system; provided that Transporter may not deny a customer's request for specific placement of the interconnect without adequate operational, environmental, or legal justification.

(vii) To design and size the new interconnect or modification properly and prudently, Transporter must receive reasonable and reliable data concerning the interconnecting facilities, including pressures, and anticipated hourly, daily, monthly, and annual volume levels of the service that supports the new interconnect and other data as reasonably required to design and construct the interconnect facility.

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21.1 Requirements (continued):

(viii) The new interconnect or modified facility must not result in any minimum pressure receipt or delivery requirement by Transporter, unless Transporter agrees otherwise, which agreement shall not unreasonably be withheld, and Transporter shall not be responsible for any upstream or downstream parties' facilities, the operation or maintenance of such facilities, or the receipt from or delivery of any unauthorized volumes.

(ix) The service supporting the interconnect as well as the construction of the new facilities must conform to this Tariff, as well as applicable regulatory requirements.

(x) The proposed interconnect or modified facility must not cause Transporter to be in violation of any applicable environmental or safety laws or regulations with respect to the facilities required to establish an interconnect with Transporter's existing facilities.

(xi) The proposed interconnect or modified facility must not cause Transporter to be in violation of its right-of-way agreements or any other contractual obligations with respect to the interconnect facilities.

21.2 Response Time: Transporter will respond to each request for interconnect facilities within 60 days after receiving a written request containing reasonably sufficient and reliable information necessary for Transporter to make a determination pursuant to this Section 21.

21.3 Tax Reimbursement: To the extent that any reimbursement to Transporter is deemed taxable income to Transporter pursuant to Section 824 of the Tax Reform Act of 1986, P.L. 99-514, or any successor thereto, the requesting party shall reimburse Transporter for the tax impact as well as the actual costs incurred.

21.4 Future Expansion Projects:

(a) Transporter may elect to reserve for a future expansion project any unsubscribed capacity or capacity under expiring or terminating TSAs where the Agreements do not have a ROFR or Shipper does not exercise its ROFR. Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of the date that Transporter posts the capacity as being reserved. Prior to reserving capacity for an expansion project, Transporter shall first post for bid all of its available capacity on its Internet Website for at least five Business Days before the capacity is reserved.

GENERAL TERMS AND CONDITIONS

21.4 Future Expansion Projects (continued):

(b) Capacity may be reserved for expansion projects only for a 12-month period prior to Transporter filing for certificate approval for construction of proposed expansion facilities, and thereafter until the effective date of any service agreement related to the certificate filing or the date the expansion facilities are placed into service.

(c) If Transporter reserves capacity for an expansion project, it will notify Shippers of its intent to do so as part of Transporter's posting of capacity on its Internet Website. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or when the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of new facilities; and (vi) 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 ROFR. 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. The reservation posting or open season will include a non-binding solicitation for turnback capacity from Transporter's existing Shippers to serve the expansion project. If Transporter includes the solicitation for turnback capacity in the capacity reservation posting, the reservation of capacity must be posted no later than 90 days following an open season for a project.

(d) Any capacity reserved under this Section will be made available for transportation service pursuant to this Tariff on a limited-term basis. Transporter reserves the right to limit any extension rights provided in the TSA and pursuant to Section 18, Right of First Refusal, of these General Terms and Conditions, commensurate with the effective date of any service agreement supporting an expansion project or proposed in-service date of any facilities. 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, with the exception of capacity committed to in contracts entered into on an interim limited term basis while the capacity was reserved.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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22. TARIFF-PERMITTED PROVISIONS IN SERVICE AGREEMENTS

Transporter on a not unduly discriminatory basis and any shipper or other customer may agree at any time to any of the following provisions in any TSA or MPS Agreement:

1. Contract term extensions, including evergreen extensions, rollovers, and other term extensions.
2. Varying MDQs for different months of the year.
3. Transporter may commit to negotiate with a Delivery Point operator regarding how the quality and quantity of gas deliveries will be monitored and managed.
4. A firm shipper may agree to waive its ROFR rights at any time.
5. Any shipper may agree to bear or reimburse Transporter for all fees imposed by governmental or regulatory bodies on or relating to Transporter's transportation or pooling services.

23. INTERNET WEBSITE

Transporter maintains its Internet Website on the Internet's World Wide Web at <http://gmsreg.dcpmidstream.com/DIGPCA> for Customer Activities and at <http://ebb.dcpmidstream.com/Cimarron> for Informational Postings. Transporter's Internet Website provides all information required to be posted under regulations of the Commission, together with additional information as Transporter considers appropriate.

Effective Date: 11/02/2009 Status: Effective
FERC Docket: RP09-696-000

First Revised Sheet No. 335 First Revised Sheet No. 335
Superseding: Original Sheet No. 335

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24. NORTH AMERICAN ENERGY STANDARDS BOARD

Transporter hereby incorporates into this Tariff by reference the following NAESB Wholesale Gas Quadrant Standards (Version 1.8) which are required by the Commission in 18 CFR § 284.12(b):

Additional Standards:

0.2.1 through 0.2.3, 0.3.1 through 0.3.15, 0.4.1

Nominations Related Standards:

1.2.1 through 1.2.3, 1.2.8 through 1.2.19, 1.3.2(vi), 1.3.4 through 1.3.8, 1.3.14 through 1.3.18, 1.3.22(iv), 1.3.23, 1.3.27, 1.3.28, 1.3.30, 1.3.31, 1.3.34 through 1.3.77, 1.3.79, 1.4.1 through 1.4.7

Flowing Gas Related Standards:

2.2.1 through 2.2.5; 2.3.1 through 2.3.6, 2.3.9, 2.3.10, 2.3.15, 2.3.17, 2.3.19 through 2.3.23, 2.3.25 through 2.3.27, 2.3.29, 2.3.30, 2.3.32 through 2.3.35, 2.3.48, 2.3.50 through 2.3.65, 2.4.1 through 2.4.18

Invoicing Related Standards:

3.3.1 through 3.3.3, 3.3.5 through 3.3.8, 3.3.10 through 3.3.13, 3.3.16, 3.3.19 through 3.3.24, 3.3.26, 3.4.1 through 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

4.2.1 through 4.2.10, 4.2.13 through 4.2.17, 4.3.1, 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22 through 4.3.36, 4.3.38 through 4.3.54, 4.3.56 through 4.3.62, 4.3.65 through 4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.80, 4.3.85, 4.3.89 through 4.3.93

Capacity Release Related Standards:

5.2.2, 5.2.3, 5.3.1 through 5.3.5, 5.3.7 through 5.3.9, 5.3.11 through 5.3.17, 5.3.20 through 5.3.30, 5.3.35 through 5.3.42, 5.3.44 through 5.3.60, 5.4.1 through 5.4.23

Internet Electronic Transport Related Standards:

10.2.10, 10.2.12, 10.2.18 through 10.2.20, 10.2.25, 10.2.27 through 10.2.29, 10.2.31 through 10.2.33, 10.2.37, 10.2.38, 10.3.6, 10.3.19 through 10.3.24

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25. CREDITING MECHANISM

(a) Transporter shall refund unauthorized overrun and OFO penalty revenues net of costs, plus interest pursuant to Section 154.501 of the Code of Federal Regulations, to non-offending Shippers on an annual basis, based on the penalty revenues collected during the previous calendar year. The collected penalty revenues, net of costs, shall be allocated to non-offending Shippers monthly, based upon each non-offending Shipper's allocated volume.

(b) Transporter shall flow through to Shippers or carry forward for each annual billing period any excess of revenues (including all Imbalance Penalties) received over costs incurred under the cash-out provisions in Section 13.3. The annual rate adjustment period shall be the 12 month period commencing each May 1, and ending the following April 30. If the net revenues received exceed the costs incurred, then Transporter shall credit the excess plus applicable interest pursuant to Section 154.501 of the Code of Federal Regulations to Shippers on a pro rata basis based on the volumes transported for each Shipper. If the net revenues are less than the costs incurred, Transporter shall carry forward the net under-recoveries to the subsequent annual billing period.

(c) Pursuant to Section 154.501 of the Code of Federal Regulations, Transporter will submit a report to the Commission within 30 days of when the credits identified above are refunded to the Shippers.

26. RATE/TARIFF CHANGES

This Tariff, including these General Terms and Conditions, and the respective obligations of the parties under any TSA are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are subject to change from time to time by addition, amendment, or substitution as provided by law.

27. DISCOUNTING

Subject to the Tariff limitations and subject to applicable minimum and maximum rates, any discounting of rates shall be done in the following order:

1. Base Tariff rates.
2. Applicable surcharges.

GENERAL TERMS AND CONDITIONS

28. CONFLICTS

If a conflict arises between these General Terms and Conditions and a Rate Schedule under this Tariff, the Rate Schedule shall govern. If a conflict arises between these General Terms and Conditions or a Rate Schedule and the provisions of a signed TSA, the TSA shall govern.

29. OFF-SYSTEM CAPACITY

From time to time, Transporter may enter into transportation, compression, and/or storage agreements with other interstate and intrastate pipeline and storage providers ("off-system capacity"). If Transporter acquires off-system capacity, Transporter will use that capacity for operational reasons or to render service for its Shippers. If Transporter uses off-system capacity to render service for its Shippers, it will only render service to Shippers on the acquired capacity pursuant to this Tariff and subject to Transporter's approved rates, as the Tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section, the "Shipper must have title" requirement is waived.

30. UNAUTHORIZED GAS

(a) Shipper or the Receipt Point Operator may claim Unauthorized Gas received by Transporter at a Receipt Point, provided that the claim shall have been made within six months from the date the Unauthorized Gas entered Transporter's system. To claim Unauthorized Gas, the claimant must submit a timely written notice to Transporter with verification of ownership.

(b) When Unauthorized Gas is claimed by a Shipper or Receipt Point Operator, Transporter will purchase the Unauthorized Gas from the claiming owner at 50% of the Index Price for the delivery month, and the claimant shall defend, indemnify, and hold Transporter harmless from any claims and causes of action by any third party claiming ownership of that Unauthorized Gas.

31. REALLOCATION

For those volumes allocated pursuant to Section 11.6, no reallocations of gas volumes received, transported, or delivered by Transporter shall be made unless the Receipt Point Operator or Delivery Point Operator, with the written agreement of the affected Shippers under the TSAs, provides notice to Transporter. Transporter must receive written notice of a proposed reallocation within six months of the initial delivery month end allocation, or no reallocations will be made. The affected parties shall negotiate in good faith toward such an agreement. This Section shall not apply in the case of prior period adjustments, deliberate omission, misrepresentation, or mutual mistake of fact. The Parties' other statutory or contractual rights shall not otherwise be diminished by this Section.

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 400 Original Sheet No. 400

FT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule FT)

This FT TRANSPORTATION SERVICE AGREEMENT ("Agreement") is entered as of _____, 20____, between CIMARRON RIVER PIPELINE, LLC ("Transporter") and _____ ("Shipper").

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Contract Summary.

Transporter's FT Contract No. _____

Term: From _____ through _____

Shipper's Address for Notices and Invoices: _____

Notices: _____

Billing: _____

Attention: _____

Attention: _____

Facsimile: _____

Facsimile: _____

Transporter's Address for Notices and Payments: _____

Notices/Accounting Matters: _____

Payments to Designated Depository: _____

Cimarron River Pipeline, LLC
Address: _____

Cimarron River Pipeline, LLC
Account No. _____
ABA No. _____

Attn: _____
Facsimile: _____

Bank: _____

Either party may give notices to the other party or parties by first class mail postage prepaid, by overnight delivery service, or by facsimile with receipt confirmed at the preceding addresses or at other addresses furnished by a party by written notice.

2. Rates. Transportation rates shall be Transporter's maximum rates and charges plus all applicable surcharges in effect from time to time under Transporter's applicable Rate Schedule on file with the Federal Energy Regulatory Commission ("Commission") unless otherwise agreed by the parties in writing.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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FT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule FT)
(Continued)

3. Quantities. The contract maximum daily quantity or MDQ and Primary Receipt and Delivery Points are stated in Appendix A attached and incorporated by reference. If made available by Shipper, Transporter agrees to receive and deliver Thermally Equivalent Quantities of gas, net of Fuel Reimbursement as stated in Transporter's Tariff and this Agreement.

4. Tariff and General Terms and Conditions. This Agreement incorporates and in all respects is subject to the General Terms and Conditions and the applicable Rate Schedule in Transporter's Tariff, as they may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges, or other provisions in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff. Transporter shall have the right to place the changes in effect under the NGA and the Commission's regulations and orders, and this Agreement shall be deemed to include the resulting changes and any changes that become effective by operation of law or Commission Order, without prejudice to Shipper's right to protest the same.

5. Applicable Regulations. Shipper represents and warrants that Shipper is eligible for and will conform to the applicable regulations in 18 C.F.R. Part 284, Subpart B (NGPA Section 311 service) or Subpart G (NGA) as shown in the checked blank below:

284 Subpart B - Intrastate Pipelines or Local Distribution
Companies ("On behalf of" party certification required)

284 Subpart G - Interstate Pipeline Companies, general

6. Contract Formation. A facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Transporter. Upon Transporter's acceptance and execution, Transporter will return an executed copy via facsimile to the number appearing on the faxed offer or another number as directed by Shipper by facsimile or otherwise sent to Shipper.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

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FT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule FT)
(Continued)

7. Entire Agreement. This Agreement [,as amended,] constitutes the entire agreement between the parties with respect to its subject matter and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. No promises, agreements, or warranties additional to this Agreement other than in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment, or modification be effective unless confirmed in writing by the parties. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF TEXAS, without reference to those that might refer to the laws of another jurisdiction.

The parties have signed this Agreement by their duly authorized representatives as of the date first stated above.

[SHIPPER]

CIMARRON RIVER PIPELINE, LLC

By:

By:

Title:

Title:

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 403 Original Sheet No. 403

FT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule FT)
(Continued)

APPENDIX "A"
TO FT TRANSPORTATION SERVICE AGREEMENT
Dated _____, 20____
Between Cimarron River Pipeline, LLC as Transporter and
_____ as Shipper

Effective from _____ through _____:

MDQ = _____ Dth/Day. [The total of the MDDQs must equal the MDQ.]

No.	Primary Receipt Point(s)	Maximum Daily Receipt Quantity or MDRQ Dth/Day	Primary Delivery Point(s)	Maximum Daily Delivery Quantity or MDDQ Dth/Day
1.				
2.				
3.				

[Use multiple Tables as above or a similar format for stating any differing delivery periods.]

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 414 Original Sheet No. 414

CIMARRON RIVER PIPELINE, LLC
Form of Amendment to [insert rate schedule] Service Agreement
(FT, IT, and MPS Rate Schedules)

AMENDMENT TO [insert rate schedule] SERVICE AGREEMENT

This Amendment dated as of _____, 20____ amends the
Service Agreement dated as of _____, 20____,
Transporter's Contract No. _____ ("Agreement") between CIMARRON
RIVER PIPELINE, LLC ("Transporter") and _____ ("Shipper").
{[If applicable] This Amendment supersedes {insert the superseded
Amendment(s) or state that all Amendments are being superseded}.

In consideration of the mutual covenants contained herein and in the
Agreement, the parties agree to amend the Agreement as follows:

[Use applicable Sections, if applicable, and not necessarily in this
order:]

1. [Rate change provisions].

(a) [Rate changes and affected Receipt and Delivery Points.]

(b) In addition to the above rates, Shipper shall pay any applicable
Fuel Reimbursement including UAF gas in kind and surcharges applicable to
service hereunder.

(c) [If applicable] Any discounted rates agreed in this Amendment
apply only to the Receipt Points and Delivery Points listed in this
Amendment, and will not apply to service at any other Receipt Points or
Delivery Points. If Shipper nominates gas for receipt at any other Receipt
Points or for deliveries at any other Delivery Points, Transporter's
applicable maximum rates will apply unless otherwise agreed.

2. [Quantities; changes in volumes or term.]

3. [Changes in Receipt and Delivery Points.]

4. [If applicable in response to a Shipper request to segment its
Agreement:] As a result of Shipper's request for segmentation under
Transporter's Tariff, the parties agree to amend the Agreement as follows:
Effective from _____ to _____, the MDQ is
reduced from _____ to _____.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 415 Original Sheet No. 415

CIMARRON RIVER PIPELINE, LLC
Form of Amendment to [insert rate schedule] Service Agreement
(FT, IT, and MPS Rate Schedules)
(Continued)

5. [If applicable] In no event shall the rates exceed the maximum rate or be less than the minimum rate authorized under Transporter's Tariff, as amended from time to time. If the rates agreed are or become greater than the maximum or less than the minimum under Transporter's Tariff, as revised from time to time, Transporter will immediately decrease the rate(s) down to the maximum or increase the rate(s) up to the minimum. Other rate components may be adjusted upward or downward to achieve the agreed overall rate, provided that the resulting rate component shall not exceed the maximum rate or be below the minimum rate applicable to the rate component.

6. A facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding amendment. The entire amendment must be faxed or transmitted to Transporter. Upon Transporter's acceptance and execution, Transporter will return an executed copy via facsimile to the number appearing on the faxed offer or another number as directed by Shipper by facsimile or otherwise sent to Shipper.

7. The Agreement is modified to the extent stated herein. In all other respects, it is confirmed and shall continue in full force and effect.

The Parties have signed this Amendment by their duly authorized representatives as of the date first stated above.

[SHIPPER]

CIMARRON RIVER PIPELINE, LLC

By:

By:

Title:

Title:

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 426 Original Sheet No. 426

IT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule IT)

This IT TRANSPORTATION SERVICE AGREEMENT ("Agreement") is entered as of
, 20 , between CIMARRON RIVER PIPELINE, LLC
("Transporter") and ("Shipper").

In consideration of the mutual covenants contained herein, the parties agree
as follows:

1. Contract Summary.

Transporter's IT Contract No.

Term: From through

MDQ: Dth/Day.

Shipper's Address for Notices and Invoices:

Notices: Billing:

Attention: Attention:
Facsimile: Facsimile:

Transporter's Address for Notices and Payments:

Notices/Accounting Matters: Payments to Designated Depository:

Cimarron River Pipeline, LLC Cimarron River Pipeline, LLC
Address: Account No.
ABA No.
Attn: Bank:
Facsimile:

Either party may give notices to the other party or parties by first class
mail postage prepaid, by overnight delivery service, or by facsimile with
receipt confirmed at the preceding addresses or at other addresses furnished
by a party by written notice.

2. Rates. Transportation rates shall be Transporter's maximum rates and
charges plus all applicable surcharges in effect from time to time under
Transporter's applicable Rate Schedule on file with the Federal Energy
Regulatory Commission ("Commission") unless otherwise agreed by the parties
in writing.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 427 Original Sheet No. 427

IT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule IT)
(Continued)

3. Quantities. The contract maximum daily quantity or MDQ is as stated above. All Receipt Points and Delivery Points on Transporter's system are available to Shipper under this Agreement. If made available by Shipper, Transporter agrees to receive and deliver Thermally Equivalent Quantities of gas net of Fuel Reimbursement as stated in Transporter's Tariff and this Agreement.

4. Tariff and General Terms and Conditions. This Agreement incorporates and in all respects is subject to the General Terms and Conditions and the applicable Rate Schedule in Transporter's Tariff, as they may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges, or other provisions in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff. Transporter shall have the right to place the changes in effect under the NGA and the Commission's regulations and orders, and this Agreement shall be deemed to include the resulting changes and any changes that become effective by operation of law or Commission Order, without prejudice to Shipper's right to protest the same.

5. Applicable Regulations. Shipper represents and warrants that Shipper is eligible for and will conform to the applicable regulations in 18 C.F.R. Part 284, Subpart B (NGPA Section 311 service) or Subpart G (NGA) as shown in the checked blank below:

284 Subpart B - Intrastate Pipelines or Local Distribution
Companies ("On behalf of" party certification required)

284 Subpart G - Interstate Pipeline Companies, general

6. Contract Formation. A facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Transporter. Upon Transporter's acceptance and execution, Transporter will return an executed copy via facsimile to the number appearing on the faxed offer or another number as directed by Shipper by facsimile or otherwise sent to Shipper.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 428 Original Sheet No. 428

IT TRANSPORTATION SERVICE AGREEMENT
(For Use Under Rate Schedule IT)
(Continued)

7. Entire Agreement. This Agreement [as amended] constitutes the entire agreement between the parties with respect to its subject matter and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. No promises, agreements, or warranties additional to this Agreement other than in Transporter's Tariff will be deemed to be a part of this Agreement, nor will any alteration, amendment, or modification be effective unless confirmed in writing by the parties. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF TEXAS, without reference to those that might refer to the laws of another jurisdiction.

The parties have signed this Agreement by their duly authorized representatives as of the date first stated above.

[SHIPPER]

CIMARRON RIVER PIPELINE, LLC

By:

By:

Title:

Title:

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

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RESERVED FOR FUTURE USE

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 439 Original Sheet No. 439

MID POOLING SERVICE AGREEMENT
(For Use Under Rate Schedule MPS)

This MPS POOLING SERVICE AGREEMENT ("Agreement") is entered as of
, 20 , between CIMARRON RIVER PIPELINE, LLC ("Transporter") and
("Shipper").

In consideration of the mutual covenants contained herein, the parties
agree as follows:

1. Contract Summary.

Transporter's MPS Contract No.

Term: From through

MID Pooling Point: [1, 2, 3, or 4.]

Shipper's Address for Notices and Invoices:

Notices: Billing:

Attention: Attention:
Facsimile: Facsimile:

Transporter's Address for Notices and Payments:

Notices/Accounting Matters: Payments to Designated Depository:

Cimarron River Pipeline, LLC Cimarron River Pipeline, LLC
Address: Account No.
ABA No.
Attn: Bank:
Facsimile:

Either party may give notices to the other party or parties by first class
mail postage prepaid, by overnight delivery service, or by facsimile with
receipt confirmed at the preceding addresses or at other addresses furnished
by a party by written notice.

2. Rates. There are no separate rates for pooling under this Agreement
other than Field Fuel Reimbursement under Transporter's MPS Rate Schedule.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 440 Original Sheet No. 440

MID POOLING SERVICE AGREEMENT
(For Use Under Rate Schedule MPS)
(Continued)

3. Pooling Service. The contract maximum daily quantity or MDQ and the MID to which this Agreement applies are listed above. All Receipt Points within each applicable MID on Transporter's system are available to Shipper under this Agreement.

4. Tariff and General Terms and Conditions. This Agreement incorporates and in all respects is subject to the General Terms and Conditions and the applicable Rate Schedule in Transporter's Tariff, as they may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act ("NGA") at any time and from time to time to change any rates, charges, or other provisions in the applicable Rate Schedule(s) and the General Terms and Conditions in Transporter's Tariff. Transporter shall have the right to place the changes in effect under the NGA and the Commission's regulations and orders, and this Agreement shall be deemed to include the resulting changes and any changes that become effective by operation of law or Commission Order, without prejudice to Shipper's right to protest the same.

5. Applicable Regulations. Shipper represents and warrants that Shipper is eligible for and will conform to the applicable regulations in 18 C.F.R. Part 284, Subpart B (NGPA Section 311 service) or Subpart G (NGA) as shown in the checked blank below:

284 Subpart B - Intrastate Pipelines or Local Distribution
Companies ("On behalf of" party certification required)

284 Subpart G - Interstate Pipeline Companies, general

6. Contract Formation. A facsimile or other electronic version of this document, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire agreement must be faxed or transmitted to Transporter. Upon Transporter's acceptance and execution, Transporter will return an executed copy via facsimile to the number appearing on the faxed offer or another number as directed by Shipper by facsimile or otherwise sent to Shipper.

Effective Date: 09/01/2008 Status: Effective
FERC Docket: CP08-17-001

Original Sheet No. 441 Original Sheet No. 441

MID POOLING SERVICE AGREEMENT
(For Use Under Rate Schedule MPS)
(Continued)

7. Entire Agreement. This Agreement [as amended] constitutes the entire agreement between the parties with respect to its subject matter and shall be binding upon and shall inure to the benefit of the parties, their successors and assigns. No promises, agreements, or warranties additional to this Agreement other than in Transporter's Tariff will be deemed a part of this Agreement, nor will any alteration, amendment, or modification be effective unless confirmed in writing by the parties. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF TEXAS, without reference to those that might refer to the laws of another jurisdiction.

The parties have signed this Agreement by their duly authorized representatives as of the date first stated above.

[SHIPPER]

CIMARRON RIVER PIPELINE, LLC

By:

By:

Title: _____

Title:

Effective Date: 09/01/2008 Status: Effective

FERC Docket: CP08-17-001

Sheet Nos. 442 - 499 Sheet Nos. 442 - 499

RESERVED FOR FUTURE USE

Effective Date: 09/05/2008 Status: Effective

FERC Docket: RP08-485-000

First Revised Sheet No. 500 First Revised Sheet No. 500

Superseding: Original Sheet No. 500

NONCONFORMING TRANSPORTATION SERVICE AGREEMENTS

The following Transportation Service Agreements contain one or more currently effective provisions that differ materially from the Forms of Service Agreements contained in this Tariff.

Name of Shipper	Rate Schedule
Connect Energy Services, LLC	FT
Mewbourne Oil Company	FT

