

Riverside Pipeline Company, L. P.: First Revised Volume No. 1
Title Page : Effective

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
(Superseding Original Volume No. 1)
of
RIVERSIDE PIPELINE COMPANY, L.P.
Filed With
FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

Riverside Pipeline Company, L.P. (Riverside) is a natural gas company with pipeline facilities located in the States of Kansas, Missouri, and Oklahoma. Riverside is engaged in the business of transporting natural gas in interstate commerce under authorizations granted by and subject to the jurisdiction of the Federal Energy Regulatory Commission.

Riverside will perform contract transportation service only under written service agreements after consideration of its commitments to others, delivery capacity, and other pertinent factors.

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Alternate Third Revised Sheet No. 7 Alternate Third Revised Sheet No. 7 : Effective
Superseding: Alternate Second Revised Sheet No. 7

STATEMENT OF RATES AND CHARGES

	Rate	
	Maximum	Minimum
RATE SCHEDULE FT:		
Reservation Charge - \$/MMBtu/Day/Month	0.5864	0.0000
Usage Charge - \$/MMBtu	0.0049	0.0049
Authorized Overrun Charge	0.0242	
RATE SCHEDULE IT:		
Usage Charge - \$/MMBtu	0.0242	0.0049

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(Map)

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RATE SCHEDULE FT
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available for firm transportation service authorized under Part 284 of the regulations of the Federal Energy Regulatory Commission (Commission), by Riverside Pipeline Company, L.P. (Riverside) for any person (Shipper), subject to: (1) the availability of uncommitted firm capacity; (2) submission by Shipper and acceptance by Riverside of a valid Request for Transportation which is in accordance with the provisions of Appendix A of the General Terms and Conditions for Transportation Service of Riverside's FERC Gas Tariff, First Revised Volume No. 1; (3) the prior execution by Riverside and Shipper of the effective form of Service Agreement for this Rate Schedule (4) subject to the limitation of the Maximum Daily Transportation Quantity (MDTQ) and the Maximum Daily Quantity (MDQ) for each Primary Receipt Point and each Primary Delivery Point, as provided in the Service Agreement; and (5) the effective requirements stated in this Rate Schedule, the General Terms and Conditions for Transportation Service, and any other applicable provisions of Riverside's FERC Gas Tariff, First Revised Volume No. 1, or otherwise established by orders, rules, and regulations of the Commission.

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RATE SCHEDULE FT
Firm Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This rate schedule shall apply to all natural gas transported by Riverside pursuant to the executed Transportation Service Agreement.
- (b) Transportation service under this rate schedule shall be on a firm basis up to the MDTQ and the MDQ for each Receipt and Delivery Point specified in the executed Transportation Service Agreement. Service at Secondary Receipt and Delivery Points will be scheduled as firm, after scheduling of Primary Receipt and Delivery Point commitments at the nominated Secondary Receipt or Delivery Points.
- (c) Riverside is not obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

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RATE SCHEDULE FT
Firm Transportation Service

3. RATES AND CHARGES

The rates and charges for service under this Rate Schedule shall include on a monthly basis, as applicable to the particular service, each of the effective rates, fees and charges, as set forth in this Section 3 and as may hereafter be modified, superseded, or replaced.

3.1 Reservation Charge

- (a) Shipper's Reservation Charge will be the product of (1) Shipper's Maximum Daily Transportation Quantity as stated in the applicable Service Agreement and (2) the Maximum Reservation Rate for service under this Rate Schedule as set forth on the currently effective Tariff Sheet No. 7 of this Volume, unless a lower rate has been made effective during the billing period.
- (b) Shipper shall be liable for the reservation charge for each month in which service under this rate schedule is contracted. Reservation charges are subject to pro rata reductions for the first and last months to reflect any days of that month on which service was not contracted to reflect any days of that month on which service was not contracted to be available.
- (c) The reservation charge for any month will be reduced appropriately, to the extent that curtailment or interruption by Riverside causes a reduction in the service then being performed for shipper.

3.2 Usage Charge

Shipper's Usage Charge shall be equal to the product of (1) the volume delivered to or for the account of Shipper during any month and (2) the Maximum Usage Charge as set forth on the currently effective Tariff Sheet No. 7 of this Volume, unless a lower rate has been made effective during the billing period.

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RATE SCHEDULE FT
Firm Transportation Service

3. RATES AND CHARGES (cont'd)

3.3 Range of Rates

The rates and charges stated in Section 3.1 through 3.4 herein and applicable to a Shipper for service hereunder shall be the applicable Maximum Rates as set forth on the effective Tariff Sheet No. 7 of this Volume, except as otherwise agreed upon in writing by Riverside and Shipper under the terms of the applicable Service Agreement. In the event an amount less than the applicable Maximum Rates and not less than the applicable Minimum Rates is agreed upon in writing by Riverside and Shipper, such amount shall apply prospectively and Riverside shall be responsible for compliance with any reporting requirements prescribed by the Commission. Riverside is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on Sheet No. 7.

3.4 Further Charges

The following further fees and charges also may be charged by Riverside to the extent applicable to the specific services provided hereunder.

- (a) Reimbursement for Filing Fees - Shipper shall reimburse Riverside for any filing or reporting fees that are assessed by any governmental agency in conjunction with service hereunder and paid by Riverside.
- (b) Unless otherwise provided, all substances whether or not of commercial value, including all liquid and liquefiable hydrocarbons of whatever nature, that Riverside recovers in the course of transporting the quantities of natural gas tendered hereunder by or on behalf of Shipper shall be Riverside's sole property, and Riverside shall not be obliged to account to Shipper for any value, whether or not realized by Riverside, that may attach or be said to attach to such substances.

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RATE SCHEDULE FT
Firm Transportation Service

3. RATES AND CHARGES (cont'd)

- 3.4 (c) Shipper will be charged for any Authorized Overrun Deliveries made pursuant to Section 5 of this rate schedule.
- (d) Shipper will be charged for any Unauthorized Overrun Deliveries pursuant to Section 16.4 of the General Terms and Conditions.
- (e) The charges for service under this rate schedule shall also include any applicable surcharges or other charges permitted by the Federal Energy Regulatory Commission.

4. MINIMUM MONTHLY BILL

The Reservation Charge for the month.

5. AUTHORIZED OVERRUN DELIVERIES

Transportation service under this rate schedule on any day shall not exceed the MDTQ. However, Riverside may, at the request of Shipper, receive, transport and deliver on any day quantities in excess of the MDTQ when, and to the extent, in Riverside's reasonable judgment, the delivery capacity of its system so permits without impairing the ability of Riverside to meet its full delivery obligations to any of its firm service customers. The applicable maximum and minimum rates for any such overrun delivery shall be as stated for Authorized Overrun Deliveries on Sheet No. 7. Such Authorized Overrun Deliveries shall be subject to the same operating terms and conditions as are extended to service provided under Rate Schedule IT and shall not interrupt flowing IT service. The authorized overrun charge shall only be charged if the MDTQ for any area is exceeded under any service agreement.

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RATE SCHEDULE FT
Firm Transportation Service

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time, are applicable to this rate schedule and hereby made a part hereof.

7. RESERVATIONS

Riverside reserves the unilateral right from time to time to make any changes to, or to supersede, the rates, charges and any terms stated in this Rate Schedule and the applicability thereof, the General Terms and Conditions for Transportation Service, and any other provisions of Riverside's FERC Gas Tariff, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

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RATE SCHEDULE IT
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available for interruptible transportation service authorized under Part 284 of the regulations of the Federal Energy Regulatory Commission (Commission), by Riverside Pipeline Company, L.P. (Riverside) for any person (Shipper), subject to (1) the availability of uncommitted interruptible capacity; (2) submission by Shipper and acceptance by Riverside of a valid Request for Transportation in accordance with the provisions of Appendix A to the General Terms and Conditions for Transportation Service of Riverside's FERC Gas Tariff, First Revised Volume No. 1; (3) the prior execution by Riverside and Shipper of the effective form of Service Agreement for this Rate Schedule; (4) subject to the limitation of the Interruptible Transportation Quantity as provided in the service agreement; and (5) the effective requirements stated in this Rate Schedule, the General Terms and Conditions for Transportation Service, and any other applicable provisions of Riverside's FERC Gas Tariff, First Revised Volume No. 1, or otherwise established by orders, rules, and regulations of the Commission.

The primary term of any Service Agreement for this Rate Schedule shall extend for the term negotiated and may continue in effect month to month thereafter until terminated by Riverside or Shipper upon at least thirty (30) days prior notice to the other.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This rate schedule shall apply to all natural gas transported by Riverside pursuant to the executed Transportation Service Agreement.

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RATE SCHEDULE IT
Interruptible Transportation Service

2. APPLICABILITY AND CHARACTER OF SERVICE (Cont'd)

- (b) Transportation service under this rate schedule shall be on a fully interruptible basis up to the Interruptible Transportation Quantity specified in the Service Agreement and shall be subject to the terms of the applicable Service Agreement, this Rate Schedule, the General Terms and Conditions for Transportation Service, and any other applicable provisions of Riverside's FERC Gas Tariff, and to the laws, rules and regulations of governmental authorities that are valid and applicable to service hereunder.
- (c) Riverside is not obligated to provide any transportation service for which capacity is not available or which would require the construction or acquisition of new facilities or the modification or expansion of existing facilities.

3. RATES AND CHARGES

The rates and charges for service under this Rate Schedule shall include on a monthly basis, as applicable to particular monthly service, each of the effective rates, fees and charges as set forth in this Section 3 and as may hereafter be modified, superseded or replaced.

3.1 Usage Charge

Shipper's Usage Charge shall be equal to the product of (1) the volume delivered to or for the account of Shipper during any month and (2) the Maximum Usage Charge as set forth on the currently effective Tariff Sheet No. 7 of this Volume, unless a lower rate has been made effective during the billing period.

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RATE SCHEDULE IT
Interruptible Transportation Service

3. RATES AND CHARGES (Cont'd)

3.2 Range of Rates

The rates and charges stated in Section 3.1 through 3.3 herein and applicable to a Shipper for service hereunder shall be the applicable Maximum Rates as set forth on the effective Tariff Sheet No. 7 of this Volume, except as otherwise agreed upon in writing by Riverside and Shipper under the terms of the applicable Service Agreement. In the event an amount less than the applicable Maximum Rates and not less than the applicable Minimum Rates is agreed upon in writing by Riverside and Shipper, such amount shall apply prospectively and Riverside shall be responsible for compliance with any reporting requirements prescribed by the Commission. Riverside is not required to offer or provide service at any rate less than the maximum rate(s) or charge(s) specified on Sheet No. 7.

3.3 Further Charges

The following further fees and charges also may be charged by Riverside from time to time to the extent applicable to the specific services provided hereunder:

- (a) Reimbursement for Filing Fees - Shipper shall reimburse Riverside for any filing or reporting fees that are assessed by any governmental agency in conjunction with service hereunder and paid by Riverside.

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RATE SCHEDULE IT
Interruptible Transportation Service

3. RATES AND CHARGES (Cont'd)

3.3 (b) Unless otherwise provided, all substances whether or not of commercial value, including all liquid and liquefiable hydrocarbons of whatever nature, that Riverside recovers in the course of transporting the quantities of natural gas tendered hereunder by or on behalf of shipper shall be Riverside's sole property, and Riverside shall not be obligated to account to shipper for any value, whether or not realized by Riverside that may attach or be said to attach to such substance.

(c) The charges for service under this rate schedule shall also include any applicable surcharges or other charges permitted by the Federal Energy Regulatory Commission.

4. SERVICE IN EXCESS OF INTERRUPTIBLE TRANSPORTATION QUANTITY

4.1 Authorized Overrun Service In Excess of Interruptible Transportation Quantity

Upon the prior request of Shipper and the advance agreement of Riverside's dispatchers, which shall not be unreasonably withheld, Shipper may tender and Riverside may transport, on any day, a quantity in excess of Shipper's Interruptible Transportation Quantity if Riverside determines, in its sole discretion, that operating conditions, the availability of capacity, and Riverside's existing commitments to provide any service permit such overrun service to be provided. Any such overrun service will be provided subject to payment of the effective rates and charges and to the terms and conditions applicable to interruptible transportation service under this Rate Schedule IT.

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RATE SCHEDULE IT
Interruptible Transportation Service

5. REDUCTION OF INTERRUPTIBLE TRANSPORTATION QUANTITY

Whenever Shipper fails to tender gas for transportation for reasons other than force majeure or interruption of service by Riverside, an average of daily quantities for any period of sixty (60) consecutive days which is equal to or greater than sixty (60) percent of Shipper's then-effective Interruptible Transportation Quantity, then within one hundred and twenty (120) days thereafter, Riverside may reduce Shipper's Interruptible Transportation Quantity by an amount not greater than twenty-five (25) percent of such quantity, upon at least thirty (30) days' prior written notice to Shipper. Thereafter, Riverside may reapply this Section 5 to make further reductions based on subsequent sixty (60) day periods. Shipper is not precluded from seeking the replacement of any reduction through a request for new service, which is subject to the applicable requirements and the availability of capacity.

6. GENERAL TERMS AND CONDITIONS

The effective General Terms and Conditions for Transportation Service contained in Riverside's FERC Gas Tariff, First Revised Volume No. 1 are applicable to this Rate Schedule and are, by this reference incorporated herein and made an integral part hereof.

7. RESERVATIONS

Riverside reserves the unilateral right from time to time to make any changes to, or to supersede, the rates, charges and any terms stated in this Rate Schedule and the applicability thereof, the General Terms and Conditions for Transportation Service, and any other provisions of Riverside's FERC Gas Tariff, subject to the provisions of the Natural Gas Act and the Commission's Regulations thereunder.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 7:00 o'clock a.m. Central Time or such other time as Shipper and Riverside may agree upon.
- 1.2 "Business Day" shall mean from 8:00 A.M. to 5:00 P.M. Central Time on any weekday excluding Riverside's company holidays.
- 1.3 "Month" shall mean a period extending from the beginning of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.
- 1.4 "Billing month" shall mean that month of service hereunder which immediately precedes the month in which Riverside is obligated to render a bill for such service.
- 1.5 "Gas" shall mean gas from gas wells, casinghead gas produced with crude oil, and residue gas resulting from the processing of either gas well gas or casinghead gas or both.
- 1.6 The term "cubic foot of gas" shall mean the quantity of gas which, at a temperature of sixty degrees (60p) Fahrenheit and at a pressure of 14.65 pounds per square inch absolute, occupies one (1) cubic foot.
- 1.7 "Mcf" shall mean one thousand (1,000) cubic feet of gas.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Cont'd)

- 1.8 "Btu" shall mean British Thermal Unit, and is defined as the amount of heat required to raise the temperature of one pound of water one degree (1p) Fahrenheit at a standard pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) and a starting temperature of 59.5p F.
- 1.9 "Gross heating value" shall mean the quantity of heat in Btu's liberated by the complete combustion at constant pressure, of a cubic foot of gas at a temperature of sixty degrees (60p) Fahrenheit saturated with water vapor and at an absolute pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) with air at the same temperature and pressure as the gas, when the products of the combustion are cooled to the initial temperature of the gas and air and when the water formed by combustion is condensed to the liquid state.
- 1.10 "MMBtu" shall mean one million Btu and shall be measured as set forth in Section 4.2 hereof.
- 1.11 "Psig" shall mean pounds per square inch gauge.
- 1.12 "Transportation" shall mean the transmission of gas, whether by exchange, backhaul or any other actual or constructive method of movement.
- 1.13 The term "interruptible transportation quantity" shall be the maximum quantity of natural gas which Riverside may be obligated to receive from shipper on an interruptible basis on any day under an Interruptible Service Agreement, subject to reduction under the provisions of Section 14 thereof.
- 1.14 "Riverside" shall mean Riverside Pipeline Company, L.P.
- 1.15 "Shipper" shall mean the person that has executed a Firm or Interruptible Transportation Service Agreement with Riverside for transportation service hereunder or, as the context may require, any person requesting service hereunder.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS (Cont'd)

- 1.16 "Point of Receipt" shall mean a point at the inlet side of Riverside's facilities at a point of interconnection between the facilities of Riverside and facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.
- 1.17 "Point of Delivery" shall mean a point at the outlet side of Riverside's facilities at a point of interconnection between the facilities of Riverside and the facilities of Shipper or Shipper's designee, or such other mutually agreeable point as set forth in the Service Agreement.
- 1.18 The terms "Commission" or "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency.
- 1.19 Maximum Daily Transportation Quantity ("MDTQ") - means the maximum number of MMBtu a Shipper is entitled to transport on Riverside's system on any Gas Day.
- 1.20 Maximum Daily Quantity ("MDQ") - means the maximum number of MMBtu a Shipper is entitled to tender to Riverside at each Primary Receipt Point or to receive from Riverside at each Primary Delivery Point.
- 1.21 "Master Receipt Point List" - means the list of all points at which Riverside can receive gas from Shippers.
- 1.22 "Master Delivery Point List" - means the list of all points at which Riverside can deliver gas to Shippers.
- 1.23 "Predetermined Allocation" -- means a contractual provision under which Riverside, the Shipper, and the operator of a point have determined, on a mutually agreeable, predetermined basis, the allocation of receipts or deliveries at that point.

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GENERAL TERMS AND CONDITIONS

2. QUALITY OF GAS

2.1 Quality Standards: The gas which Riverside receives hereunder from Shipper for transportation (and the gas which Riverside delivers hereunder to Shipper) shall be merchantable gas, at all times complying with the following quality requirements:

- (a) Heating Value: The gas shall have a gross heating value of not less than nine hundred fifty (950) Btus per cubic foot, wet basis.
- (b) Freedom from Objectional Matter: The gas received and delivered hereunder:
 - (1) Shall be commercially free from sand, dust, gums, water, crude oil, impurities and other objectional substances which may be injurious to pipelines or which may interfere with its transmission through pipelines or its commercial utilization.
 - (2) Shall not contain more than one-quarter (1/4) grain of hydrogen sulfide or more than ten (10) grains of total sulphur per one hundred (100) cubic feet.
 - (3) Shall not contain more than one percent (1%) of volume of carbon dioxide.
 - (4) Shall not exceed one hundred twenty degrees (120°) Fahrenheit in temperature at the point of receipt.
 - (5) Shall be as free of oxygen as practicable through the exercise of all reasonable precautions, and shall not in any event contain more than one percent (1%) of oxygen by volume.
 - (6) Shall not contain in excess of seven (7) pounds of water vapor per million cubic feet.
- (c) Acceptance of Gas not Meeting Quality Standards: Riverside shall have the right to accept receipt of any gas not complying with the foregoing quality specifications subject to its right at any time thereafter to require that the quality specifications stated above shall be observed for all future receipts.

GENERAL TERMS AND CONDITIONS

2. QUALITY OF GAS (Cont'd)

2.2 Composition and Heating Value Determination:

- (a) The quality specifications of the gas received hereunder shall be determined by tests which Riverside shall cause to be made as necessary at each point of receipt and further as agreed by Riverside and Shipper.
- (b) Quarterly, or more often as Riverside deems advisable, Riverside shall cause to be obtained a representative sample of Shipper's gas at each Point of Receipt and Delivery and by means of chromatography or other accepted method in the industry to determine the composition and gross heating value of Shipper's gas in British Thermal Units (Btus) per cubic foot on a wet basis. The first such determination shall be made within a reasonable time after receipt of gas begins.
- (c) Shipper and Riverside shall each have the right to require the other to remedy any deficiency in quality of the gas received or delivered hereunder, and in the event such deficiency is not remedied, either party shall have the right, in addition to all other remedies available to it by law, to refuse to accept such deficient gas until such deficiency is remedied; however, Riverside shall be under no obligation to deliver any quality of gas exceeding merchantable quality.

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Original Sheet No. 69 Original Sheet No. 69 : Effective

GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT

- 3.1 Installation: At each Point of Receipt and Delivery hereunder, Riverside shall install, own, maintain and operate all necessary measuring equipment and devices, unless provided otherwise in Exhibit A of the executed Service Agreement. Shipper may install and operate check measuring equipment provided it does not interfere with the use of Riverside's equipment.
- 3.2 Testing Meter Equipment: Riverside's meter or meters shall be open to inspection by Shipper in the presence of Riverside. Riverside shall test its meters for accuracy of measurement quarterly or as often as Riverside deems advisable. Notice of the time and nature of each test shall be given by Riverside to Shipper sufficiently in advance to permit convenient arrangement for the presence of the representative of Shipper. If after notice Shipper fails to have a representative present, the results of the test shall nevertheless be considered accurate until the next test. If any of the measuring equipment is found to be registering inaccurately in any percentage it shall be adjusted at once to read as accurately as possible. A registration within two percent (2%) of correct shall be considered correct as to deliveries prior to the test.

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GENERAL TERMS AND CONDITIONS

3. MEASURING EQUIPMENT (Cont'd)

3.3 Correction and Adjustment: If upon test, measuring equipment is found to be not more than two percent (2%) inaccurate, previous readings of such equipment after the last preceding test shall be considered correct, but equipment shall be adjusted to record accurately. If, on any test, measuring equipment is found to be inaccurate by an amount exceeding two percent (2%), or if at any time measuring equipment should be out of service or not registering, gas delivered or redelivered through the period during which the measuring equipment was registering inaccurately or was out of service or not registering shall be estimated upon by use of the first of the following methods which may be applicable:

- (a) By using the registration of any check measuring equipment installed by Shipper if registering accurately; or
- (b) By computing error if percentage of error is ascertainable by calibration, test or mathematical calculation; or
- (c) By estimating the quantity delivered or redelivered and/or its thermal content by reference to actual deliveries or redeliveries during preceding periods under similar conditions when measuring equipment was registering accurately.

If the period during which measuring equipment has been registering inaccurately or has been out of service or not registering is not definitely known or agreed upon, correction shall be made for the last half of the time elapsed since measuring equipment was previously tested and found to be registering within two percent (2%) of accurate or was adjusted to register accurately. All corrections made as above provided shall be made to zero error.

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GENERAL TERMS AND CONDITIONS

4. MEASUREMENT

4.1 Metering:

- (a) The gas transported by Riverside hereunder shall be metered by orifice or other meters of standard make to be operated and kept in repair by Riverside.
- (b) The volumes of gas delivered by Riverside for the account of each Shipper will be metered by Riverside.
- (c) The receipts of gas by Riverside into Riverside's pipeline shall be considered to be equal to the volume, composition and heating content of the gas delivered by Riverside.

4.2 Measurement Basis

- (a) The unit of measurement of gas received and delivered hereunder shall be one million British thermal units (MMBtu). Measurement will be according to the Second Edition of ANSI/API 2530-1985, entitled, "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as amended or revised.
- (b) Orifice meters shall be constructed in accordance with the recommendations prescribed in the latest edition of the ANSI/API 2530 measurement standard and any subsequent amendments or replacements thereto. Where other types of meters are used, calculations shall be performed per normally accepted industry practices, methods or standards.
- (c) The temperature of the gas shall be determined by means of continuously recording thermometers unless it is mutually agreed to use a 60 degree Fahrenheit flowing temperature. The average flowing temperatures, recorded to the nearest one degree Fahrenheit during each day, shall be deemed the daily gas temperature and shall be used in computing the daily gas received or delivered hereunder.

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GENERAL TERMS AND CONDITIONS

4. MEASUREMENT (Cont'd)

- 4.2 (d) Relative density (specific gravity) determinations for the purpose of measurement computations shall be made upon initiation of deliveries hereunder, and as often thereafter as found necessary in practice, in accordance with an approved method, and these determinations so made shall be used in calculating the volume of gas delivered hereunder.
 - (e) For gas received or delivered hereunder, the heating value of the gas in Btus per cubic foot shall be determined by an on-line chromatograph, recording calorimeter, or other method as designated by Riverside consistent with generally accepted practices in the natural gas industry.
 - (f) The supercompressibility of the gas shall be determined in accordance with the recommendations prescribed in A.G.A. Transmission Measurement Committee Report No. 8, as amended, titled Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases.
- 4.3 Computation of Billing Volume: The Billing Volume in MMBtu for transportation hereunder shall be equivalent to the volume as measured for the billing month.

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GENERAL TERMS AND CONDITIONS

5. INSPECTION OF EQUIPMENT AND RECORDS

5.1 Verification of Computations: Each party shall have the right at reasonable business hours to examine the books, records and charts of the other party to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to the provisions of this rate schedule.

If any such examination reveals an inaccuracy in any billing theretofore made, the necessary adjustment to such billing and payment shall be promptly made.

In the event an error is discovered in the amount billed in any statement rendered by Riverside, such error shall be adjusted promptly; provided however that all statements and billing shall be deemed correct and all claims and causes of action for correction waived and released except to the extent that a written request for adjustment or correction has been received by Riverside within six (6) months from the date of such statement.

5.2 Inspection of Equipment and Data: Each party shall have the right to inspect equipment installed or furnished by the other, and the charts and other measurement or test data of the other, at all times during regular business hours; but the reading, calibration and adjustment of such equipment and changing of charts shall be done only by party installing or furnishing same. Unless the parties otherwise agree, each party shall preserve all original test data, charts and other similar records in such party's possession, for a period of at least one (1) year.

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GENERAL TERMS AND CONDITIONS

6. BILLING

Billing under Rate Schedules: Riverside shall submit a bill to Shipper on or before the twentieth (20th) day of each calendar month for natural gas received, transported and delivered during the preceding billing month.

7. PAYMENT

7.1 Payment under Rate Schedules: On or before the tenth (10th) day following the date of Riverside's monthly billing, Shipper shall pay to or on the order of Riverside in immediately available funds at the location specified in Riverside's invoice, the amount of the bill rendered by Riverside for the billing month in accordance with Section 6 hereof.

7.2 Interest on Unpaid Amounts: Should Shipper fail to pay the amount of any bill rendered by Riverside when such amount is due, interest thereon shall accrue at an average prime interest rate computed in a manner consistent with Section 154.67 of the Commission's Regulations from the due date through the date of receipt of payment by Riverside.

7.3 Capacity assignment arrangements: If the Replacement Shipper fails to pay Riverside, the Releasing Shipper shall be liable for full payment of the reservation charge and applicable surcharges. Service to that Releasing Shipper may be suspended or terminated pursuant to the provisions of the following paragraph. If the Releasing Shipper fails to pay the reservation charges which it remains responsible for, service may be suspended or terminated, pursuant to the provisions of the following paragraph, to both that Releasing Shipper and to its Replacement Shipper who is shipping under assignment of the agreement for which the reservation charges are due.

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GENERAL TERMS AND CONDITIONS

7. PAYMENT (Cont'd)

7.4 Remedies for Failure to Pay: If such failure to pay continues for sixty (60) days after payment is due, Riverside, in addition to any remedy it may have, may (subject to obtaining any requisite regulatory approval) suspend further receipt and delivery of gas until such amount is paid unless Shipper in good faith disputes the amount owing and pays such amount as it concedes to be correct. In addition, should legal action be necessary to secure payment, Shipper shall pay Riverside's costs and attorney's fees.

7.5 Reimbursement for Governmental Fees or Charges: Shipper shall pay Riverside, at the time of the execution of the Service Agreement, any fees or charges Riverside is obligated to pay any Federal or state agency or commission related to the services to be provided for Shipper.

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Substitute Original Sheet No. 76 Substitute Original Sheet No. 76 : Effective
Superseding: Original Sheet No. 76

GENERAL TERMS AND CONDITIONS

8. ELECTRONIC BULLETIN BOARD

This section describes the characteristics of the interactive electronic bulletin board (EBB) system which Riverside shall establish for use by any party, including Shippers and potential Shippers, beginning no later than April 1, 1994. The EBB will operate 24 hours a day; however, certain functions may be limited to specific operating times during the business day.

8.1 The EBB System will be available on a nondiscriminatory basis to any party (hereinafter the "User") that has compatible equipment for electronic transmission of data, provided that such party has been assigned a user identification (USERID) and password, executes a EBB System Service Agreement in the form prescribed in this tariff and agrees to comply with the procedures for use of the EBB System. Riverside will provide timely and equal access to any and all information available on the EBB System.

8.2 The EBB System will provide on-line help, an interactive search function that permits Users to locate all information concerning a specific transaction, and menus that permit Users to access separately each record in the Transportation log, notices of available capacity, and standards of conduct information. The EBB System will permit Users to electronically download a file(s) from the EBB System and to split files into smaller files prior to such download. Riverside will maintain and retain daily backup records of the information displayed on the EBB System for three years and permit Users to review those records, which will be archived and reasonably accessible. Information on the most recent entries will appear ahead of older information. Riverside will periodically purge transactions from current EBB System files when transactions have been completed. Information that has been purged from the EBB System will be archived and will be available for at least three years thereafter. Archived data may be examined by appointment during regular business hours at Riverside's principal place of business, and shall be available, upon written request, by mail in hard copy or in electronic format.

GENERAL TERMS AND CONDITIONS

8. ELECTRONIC BULLETIN BOARD (Cont'd)

8.3 The EBB System may be used to:

- (a) interactively request service, execute, or amend Service Agreements, and provide nominations pursuant to the applicable rate schedule and these General Terms and Conditions;
- (b) exercise a Right of First Refusal as an existing Shipper pursuant to Section 19 of the General Terms and Conditions or submit a bid as a Potential Shipper under such section; and
- (c) assign Service Rights pursuant to Section 18 of the General Terms and Conditions.

8.4 Through the EBB System the User may obtain:

- (a) Information concerning the availability of capacity for firm and interruptible transportation services: (i) at receipt points (ii) on the mainline, and (iii) at delivery points.
- (b) A listing of Point(s) of Receipt on Riverside's system including the following information: (i) Designation of Point of Receipt; (ii) Location of Point of Receipt; (iii) Operator name and phone number; (iv) Availability of EGM; (v) Total firm capacity subscribed at the point; (vi) Whether the point is measured by Riverside or a third party.
- (c) The minimum price, quantity, terms, special conditions, and Releasing Shipper names for all release notices submitted pursuant to Section 18 of the General Terms and Conditions.
- (d) The price, term, and quantity offered for assignment of service rights under Section 18 of the General Terms and Conditions.
- (e) The price, term, quantity, and names of parties for all completed assignments of service rights under Section 18 of the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS

8. ELECTRONIC BULLETIN BOARD (Cont'd)

- 8.4 (f) The price, term, quantity and names of parties requesting an assignment of transportation service pursuant to Section 18 of the General Terms and Conditions.
 - (g) Riverside's currently effective FERC Gas Tariff's General Terms and Conditions.
 - (h) On a best efforts basis, information concerning operational pressures at major pipeline interconnection points.
 - (i) Information concerning Shipper imbalances available for trading pursuant to Section 15.2 of the General Terms and Conditions.
- 8.5 Any provisions of this FERC Gas Tariff requiring that matters be written or in writing shall be satisfied by either Shipper or Riverside utilizing electronic transmission through the EBB System (once operational) in accordance with the procedures for utilization of the EBB System, provided, however, that notifications utilizing the EBB System which require actions by Shipper or Riverside within 48 hours or less shall also be communicated by telephone, facsimile, or in writing. All other provisions requiring items or information to be written or in writing remain unchanged.

9. FORCE MAJEURE

- 9.1 In the event either party hereto is rendered unable, wholly or in part by force majeure to carry out its obligations under this contract other than to make payments due hereunder, the obligations of the party so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

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GENERAL TERMS AND CONDITIONS

9. FORCE MAJEURE (Cont'd)

9.2 The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, fires, lightning, earthquakes, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, hydrate obstruction of lines or pipe, freezing of wells or lines of pipe, and other causes whether or the kind herein enumerated or otherwise, not within the control of the party claiming suspensions and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party hereto is required to obtain servitudes, right-of-way grants or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring at reasonable cost and after the exercise of reasonable diligence, such servitudes right-of-way grants, permits or licenses, and (b) in those instances where either party hereto is required to furnish materials and supplies for the purpose of construction or maintaining facilities or its required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

9.3 It is understood and agreed that the settlement of strikes, lockouts, or other labor disturbances shall be entirely within the discretion of the party having the difficulty, and that the above requirements that are force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of the party having the difficulty.

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GENERAL TERMS AND CONDITIONS

10. WARRANTY OF TITLE

Shipper warrants for itself, its successors and assigns that it has good title to the gas delivered to Riverside free and clear of any and all liens, encumbrances and claims whatsoever. Shipper agrees to defend, indemnify and save Riverside harmless from any and all suits, claims, liens and encumbrances of whatever nature relating to gas delivered to Riverside for the title thereto.

11. REQUESTS FOR TRANSPORTATION SERVICE

11.1 Service Requests

- (a) All requests for service shall be made in writing, provided, however, that Riverside shall accept requests through its Electronic Bulletin Board once operational. Shipper must complete a Service Request Form as provided in Appendix A of this FERC Gas Tariff. Each request shall be considered valid on the date all information and fees required on the Service Request Form are received by Riverside's Transportation Services Department. All initial requests for firm service shall be accompanied by an earnest money (prepayment) equal to the lesser of \$5,000 or the amount of the Reservation Charge for one year. Such amount shall be credited to the Shipper's reservation charge when firm service begins. If Riverside is unable to provide the service requested, the earnest money will be refunded with interest determined in accordance with Section 154.67(c) of the Commission's regulations. If Shipper withdraws its request for service after Riverside tenders the capacity, or fails to execute the Service Agreement, Riverside shall retain the earnest money without refund obligation.
- (b) Riverside shall not be obligated to accept requests for firm service under Rate Schedule FT to the extent it lacks capacity to perform the requested service.

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GENERAL TERMS AND CONDITIONS

11. REQUESTS FOR TRANSPORTATION SERVICE (cont'd)

- 11.1 (c) A request for firm service to commence more than six months after the date of the request may be superseded by a subsequent superior bid for such capacity. In the event such a bid is made, the original requesting party may retain its call on such capacity by matching the net present value of the later bid.
- (d) Requests for service in which an affiliated marketer is involved shall be considered valid only when the information required by Section 250.16(b)(2) of the Commission's regulations is provided by the Shipper on the Service Request Form, or by Riverside, for the Service Request Log maintained pursuant to FERC Order Nos. 497, et seq.
- 11.2 Requests for service shall become invalid if the requestor fails to execute and return to Riverside the appropriate service agreement within thirty (30) days after Riverside tenders such service agreement to the requestor, unless the thirty-day period is extended by mutual agreement, or fails to provide Riverside, by no later than the time that such executed service agreement is returned to Riverside:
 - (a) payment for all fees and facilities specified in the applicable rate schedule and service agreement, and
 - (b) any additional information (as described on Riverside's Service Request Form) necessary for Riverside to process requests for service consistent with all applicable rules, regulations or orders of the Commission or other regulatory authority having jurisdiction.
- 11.3 Prior to commencing service to be provided pursuant to Subpart B of Part 284 of the Commission's regulations, Shipper and (a) the local distribution company, or (b) the intrastate pipeline company shall provide certification to Riverside, including sufficient information to verify that such service is on behalf of a local distribution company or intrastate pipeline, as provided by 18 C.F.R. Section 284.102.

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GENERAL TERMS AND CONDITIONS

11. REQUESTS FOR TRANSPORTATION SERVICE (cont'd)

11.4 Creditworthiness: Acceptance of a request for service and the continuation of service is contingent upon the Shipper satisfying, on an on-going basis, a credit appraisal by Riverside. Riverside shall apply consistent evaluation practices to determine the acceptability of Shipper's overall financial condition. Such credit appraisal shall be based upon the following information and criteria:

- (a) Shipper shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss the Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available. Riverside shall determine the acceptability of Shipper's overall financial condition, working capital, and profitability trends.
- (b) Shipper shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports submitted under Section 11.4(a) must show that Shipper's obligations are being paid on a reasonably prompt basis.
- (c) Shipper shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to litigation or debt reduction procedures under state laws, such as an assignment or the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the service billing shall be paid promptly as a cost of administration under the Federal Court's jurisdiction.

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GENERAL TERMS AND CONDITIONS

11. REQUESTS FOR TRANSPORTATION SERVICE (cont'd)

- 11.4 (d) Shipper shall confirm in writing that it is not subject to any uncertainty in any pending liquidation or regulatory proceedings in state or Federal courts or is not aware of any change in business conditions which could cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an on-going business entity.
 - (e) If Shipper has an on-going business relationship with Riverside, no delinquent balances should be outstanding for services provided previously by Riverside and Shipper must have paid its account balances according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
 - (f) Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent.
- 11.5 Upon notification by Riverside that Shipper has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement no longer satisfies the credit criteria such Shipper may still obtain credit approval by Riverside if it elects to provide one of the following: (a) an advance deposit; (b) a Standby Irrevocable Letter of Credit; (c) security interest in collateral found to be satisfactory to Riverside; (d) a guaranty, acceptable to Riverside, by another person or entity which satisfies credit appraisal. An advance deposit, Standby Irrevocable Letter of Credit, or security interest should at all times equal the three highest Months of estimated usage during the term of the Service Agreement.

GENERAL TERMS AND CONDITIONS

11. REQUESTS FOR TRANSPORTATION SERVICE (cont'd)

- 11.6 If Shipper's credit standing ceases to meet Riverside's credit requirements during the period of service, then Riverside has the right to require security or prepayment as specified in 11.5 above. If security or prepayment is not tendered in a time period as reasonably determined by Riverside, then Riverside is not required to continue service.
- 11.7 If Shipper is unable to maintain credit approval, the executed Service Agreement shall terminate as of the first Day of the Month following written notice to Shipper.

12. SERVICE AGREEMENT AND TERM

- 12.1 The rights and obligations of Riverside and Shipper shall be governed by the executed Service Agreement between the parties. Service Agreements and the terms thereof are governed by the Natural Gas Act, the Natural Gas Policy Act, and FERC regulations promulgated thereunder.
- 12.2 The term shall be determined by mutual agreement. If mutually agreed by the parties, Service Agreements for firm transportation having an initial term of less than five years may contain evergreen provisions. Agreements for firm service having an initial term of five years or longer shall, unless otherwise agreed, continue year to year thereafter until cancelled by twelve (12) month's advance written notice by either party. Service shall be subject to abandonment pursuant to Section 284.221(d) of the Commission's regulations at the termination of the Service Agreement.
- 12.3 Failure to pay (1) amounts due for service rendered pursuant to executed service agreements, or (2) charges otherwise authorized under this FERC Gas Tariff will subject Shipper to suspension of service and/or termination of the Service Agreement.

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GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING

13.1 Shipper's Nomination and Notification Requirements: Shipper shall furnish or cause to be furnished to Riverside schedules of throughput requirements.

- (a) Monthly Nomination: At least five (5) business days but not more than fifteen (15) calendar days prior to the first day of each month, Shipper shall notify Riverside's Transportation Services Department during normal business hours in writing, or some other means as may be required by Riverside, of the quantity (in MMBtu) that Shipper desires Riverside to accept at each of the specified Receipt Points, and to deliver at each of the specified Delivery Points, for Shipper under each Service Agreement for each day of such month. Such nominations also shall be in balance, except to the extent they reflect any previous imbalance make-up quantities of Gas and shall reflect scheduled daily variations. Should Shipper fail to provide this nomination on or before the twenty-fifth (25th) day of the month, Riverside may deem the Shipper's nomination to be zero (0). Riverside may refuse to receive or deliver any gas not timely and properly scheduled. Shipper shall indemnify and hold Riverside harmless from any liability to Shipper or any other person as a direct or indirect consequence of such refusal.

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GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING (cont'd)

- 13.1 (b) Daily Notification: Except as provided in Sections 14.2(c) and 17.1, Shipper shall give Riverside's Transportation Services Department at least 24 hours advance notice of any requested change in nominated or scheduled daily quantities. Riverside shall use its reasonable efforts to accept and implement requests for changes in daily quantities within 8 hours if (1) such changes reflect incremental or decremental service, and (2) doing so does not result in the interruption of already scheduled and confirmed service. Shipper shall immediately notify Riverside upon determining that all of the quantities scheduled at a Receipt Point for any day will not be available.
- (c) Quarterly Schedules: At least ten (10) days prior to the first day of January, April, July and October, Shipper shall furnish Riverside a written schedule of the estimated daily quantity of gas for transportation during the quarter beginning on such date.
- 13.2 Scheduling Priorities: Riverside will review timely nominations and advise Shipper three (3) days before the end of each month if the available capacity is insufficient to schedule Shipper's nominated volumes. For purposes of scheduling nominated volumes, capacity shall be made available in accordance with the priorities of service set forth in Section 13.5; provided, however, that no interruptible Shipper may increase its nominated volumes over those currently scheduled if increasing such volumes would reduce service to any interruptible Shipper who is paying the same or higher rate.

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GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING (cont'd)

- 13.3 Shipper's Designee: At least ten (10) days prior to the commencement of service by Riverside, Shipper must provide written notice to Riverside designating a person to provide the nomination information set forth in this Section. Shipper may designate another person to provide this information by providing Riverside at least ten (10) days prior written notice thereof. If shipper designates another person to provide this information, Riverside shall be entitled to rely on the scheduling previously provided by Shipper unless and until Riverside receives at least ten (10) days prior written notice to the contrary.
- 13.4 Additional Information: Shipper will comply with reasonable requests by Riverside for additional information which Riverside believes is necessary to perform service hereunder or to comply with the valid reporting other requirements of the Commission or other regulatory agencies having jurisdiction.
- 13.5 Scheduling Procedures - Quantities of Gas nominated for Transportation by Shippers pursuant to Section 13.1 shall be scheduled by Riverside for receipt and delivery in the following order:
- (a) Scheduling of Receipts:
- (1) Firm service from primary Point(s) of Receipt.
 - (2) Firm service from secondary Point(s) of Receipt. Within this category Quantities of Gas will be scheduled pro-rata.

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GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING (cont'd)

13.5 (a) (3) Interruptible service from Point(s) of Receipt, beginning with interruptible service charged the applicable maximum rate, followed by interruptible service from Point(s) of Receipt charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Transportation charged the same rate shall be scheduled in sequence, starting with the service with the earliest request date. Transportation charged the same rate and with the same request date will be scheduled pro-rata.

(b) Scheduling of Deliveries

- (1) Firm service to primary Point(s) of Delivery.
- (2) Firm service to secondary Point(s) of Delivery. Within this category, quantities of Gas will be scheduled pro-rata.
- (3) Interruptible service to Point(s) of Delivery, beginning with interruptible service charged the applicable maximum rate, followed by interruptible service charged a rate less than the applicable maximum rate in sequence starting with the rate most proximate to the maximum rate (expressed as a percentage of the maximum rate). Transportation charged the same rate shall be scheduled in sequence starting with the service with the earliest request date. Transportation charged the same rate and with the same request date will be scheduled pro-rata.

GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING (cont'd)

- 13.6 Determination of Receipts and Deliveries: The quantity of gas delivered for Shipper's account shall be the quantity of gas scheduled and confirmed by Riverside. All nominations must be confirmed by the immediately connected upstream and downstream entities that will physically deliver and receive the gas, respectively, before Riverside will schedule the service. Unless an Operational Balancing Agreement is in place in accordance with Section 15.3 hereof, Riverside shall not be obligated to schedule any receipts or deliveries until it has received a Predetermined Allocation, as provided in Section 13.7 of these General Terms and Conditions, for any gas supply at any shared Receipt or Delivery Point.
- 13.7 Predetermined Allocations: Unless an Operational Balancing Agreement is in place in accordance with Section 15.3 hereof, Shipper shall cause the Operator(s) at their Points of Receipt and Points of Delivery to provide to Riverside in writing, not less than one Day in advance of the beginning of each Month, a predetermined daily allocation methodology for measured quantities of Gas. If such allocation methodology is not received by Riverside for any Month or part of a Month, measured quantities of Gas shall be allocated first to Shippers other than the Receipt or Delivery Point Operator, pro-rata based on scheduled quantities, then to the Receipt or Delivery Point Operator (to the extent such Operator has a Transportation Service Agreement with Riverside), unless otherwise agreed to in writing by Riverside and the parties.

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GENERAL TERMS AND CONDITIONS

13. NOMINATION, NOTIFICATION AND SCHEDULING (cont'd)

- 13.7 (a) Changes to the daily allocation methodology may be made during the Month. Such changes must be submitted one Day in advance of the effective date and shall be effective prospectively.
- (b) If the daily allocation methodology at a Point of Delivery identifies a Service Agreement other than the meter holder's Service Agreement to be allocated the last Quantities through the meter, the Shipper(s) whose Service Agreement has been identified must agree to the allocation methodology before it may become effective.

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GENERAL TERMS AND CONDITIONS

14. POINTS OF RECEIPT AND DELIVERY

14.1 Designation of Receipt and Delivery Points

- (a) Point(s) of Receipt shall be at the inlet side of Riverside's facilities, as set forth in the Service Agreement.
- (b) Point(s) of Delivery shall be at the outlet side of Riverside's facilities, as set forth in the Service Agreement.
- (c) Primary Receipt and Delivery Points under firm agreements shall be specified in the executed Service Agreements. Secondary receipt points may also be specified. In the event that a Shipper nominates to such a secondary receipt point, the designated supplier will then be required to identify to Riverside, in accordance with the timing and procedures outlined in Section 14.2 hereof, the secondary receipt points at which the supply to satisfy the nomination will originate (subject to available capacity).
- (d) Points of interconnection between the facilities of Riverside and other interstate or intrastate pipelines may be designated as receipt and delivery points.
- (e) Riverside shall make available Master Receipt Point and Master Delivery Point lists.

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GENERAL TERMS AND CONDITIONS

14. POINTS OF RECEIPT AND DELIVERY (cont'd)

14.2 Receipt and Delivery Point Flexibility

- (a) Primary Receipt and Delivery points may be changed at any time, provided that Shipper gives notice of such change to Riverside at least 24 hours prior to the proposed effective date. With respect to Rate Schedule FT, the availability of capacity at any point is subject to prior claims by other firm shippers.
- (b) Shippers under Rate Schedule FT may designate secondary receipt or delivery points at any time using Riverside's Master Receipt and Delivery Point lists. Requests for changes in secondary points shall be acted upon within 24 hours. Secondary receipt points under all specified rate schedules and secondary delivery points under Rate Schedule FT are subject to the nomination and scheduling procedures set forth in Section 13 hereof. Secondary receipt point and delivery point nominations will be treated as firm, subordinate to primary receipt and delivery point commitments at the nominated secondary receipt or delivery points.
- (c) Riverside shall provide interruptible Shippers who are to be "bumped" as a result of the flexibility provided above 24 hours, or such longer period as operationally feasible,

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING

15.1 Quantities of gas received and delivered hereunder shall be determined in accordance with Section 13.3 hereof.

15.2 Monthly Balancing and Penalties

- (a) Daily and monthly thermal balancing of receipts and deliveries shall be maintained by Shipper to the maximum extent practicable. Any monthly imbalances which do occur shall be subject to the terms and conditions of this Section 15.2. Volumes that vary by five percent (5%) or more of the volumes delivered to Riverside for transportation in any month shall be subject to penalty as
- (b) The determination and resolution of a Shipper's imbalances at the end of each month shall proceed as follows:
 - (1) First, Riverside shall determine all month-end imbalances under each Shipper's different transportation agreements (including all agreements in which the Shipper is acting as a Replacement Shipper) and net them together to obtain a total monthly imbalance. Riverside shall invoice Shipper for the total monthly imbalance.

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING (Cont'd)

- 15.2 (b) (2) Second, any Shipper with a positive or negative total monthly imbalance may trade this imbalance with another Shipper holding an opposite imbalance within 10 days of the receipt of the invoice setting forth such monthly imbalance, provided (i) the rates charged under the applicable Service Agreements are the same and (ii) the imbalances have arisen on the same segment of Riverside's system. Riverside shall facilitate trading of positive and negative imbalances between Shippers by posting notice of such imbalances that are available for trade within one business day of a Shipper's request to post same. Any Shippers effectuating an imbalance trade must so notify Riverside within 10 days of receipt of the invoice setting forth the imbalance. Riverside shall cancel all or a portion of the total monthly imbalances, as appropriate, of the trading shippers, and shall confirm such imbalance cancellation in its invoices to such Shippers for the next following billing period.
- (3) Third, any Shipper with a monthly imbalance may elect to make up such imbalance in kind within 10 days of the date of receipt of the invoice setting forth the monthly imbalance, subject to available capacity.

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING (Cont'd)

15.2 (c) Imbalances not eliminated by imbalance trading or made up in kind within ten days, and which exceed the greater of (1) 1,000 MMBtu, or (2) plus or minus five percent (5%) of actual deliveries to the Shipper, shall be subject to an imbalance penalty of twenty-one (21) cents per MMBtu. No penalty shall be imposed until the period has elapsed for notifying Riverside that imbalances have been traded or eliminated in-kind under Section 15.2(b). Shippers remain responsible for actual elimination of all imbalances, notwithstanding the payment of the balancing penalty. Revenues derived by Riverside from the imposition of such balancing fees, in excess of costs incurred in handling such imbalances, shall be credited against the cost of service.

(d) In the event imbalances threaten the operational

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING (Cont'd)

- 15.3 Operational Balancing Agreements - Procedures set forth in this Section 15.3 are applicable to all services rendered under all transportation rate schedules. Upon request, Riverside shall enter into mutually agreeable Operational Balancing Agreements with operators of Receipt and Delivery Points which establish parameters for confirming scheduled volumes, monitoring actual flows, and resolving, as between Riverside and the operator, any monthly variances between volumes nominated and scheduled and those volumes that are physically received or delivered.
- 15.4 Shippers shall use their best efforts to deliver and receive gas at uniform daily rates of flow.
- 15.5 Notice of Changes in Operating Conditions: Riverside and Shipper shall notify each other from time to time as necessary of expected changes in the rates of delivery or receipt of gas, or in the pressures or other operating conditions and the reason for such expected changes, to the end that the other party may be prepared to properly react to such changes when they occur.
- 15.6 Final Balancing: Unless Riverside and Shipper agree on a cash settlement of any final imbalance volumes, within thirty (30) days of the termination of the Service Agreement, Riverside and Shipper shall adjust the quantities of gas transported by receiving gas at the Point of Receipt or redelivering gas at the Point of Redelivery as appropriate, until balance has been achieved.

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING (Cont'd)

- 15.7 Ancillary Arrangements - Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Riverside at the Receipt Point(s), for all arrangements necessary for receipt of natural gas from Riverside at the Delivery Point(s), and for all arrangements necessary to move Shipper's gas through any third party's facilities, which arrangements otherwise meet the provisions set forth in these General Terms and Conditions.
- 15.8 Pressure - Shipper shall deliver gas to Riverside at the pressure sufficient to allow the gas to enter Riverside's facilities at the Receipt Point(s) at the varying pressures that may exist in such facilities from time to time; provided, however, that such pressure of the gas delivered by Shipper shall not exceed the maximum allowable operating pressure(s) of such facilities. Riverside shall deliver gas to Shipper at Riverside's line pressure existing at the point of delivery, provided that such delivery pressure shall not fall below the minimum pressure provided for in the service agreements. Shipper agrees to install, operate and maintain at its own cost and expense, all pipes, appliances, pressure relief or other valves, fittings, regulators and other equipment necessary to properly handle and regulate the pressure of the gas after delivery to it by Riverside at the point of delivery. Shipper shall receive gas at pressures great enough to allow Riverside's measurement equipment to reliably measure such gas.

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GENERAL TERMS AND CONDITIONS

15. CONDITIONS OF RECEIPT AND DELIVERY; BALANCING (Cont'd)

15.9 Commingling - The gas delivered by Shipper to Riverside shall be under Riverside's control and possession while such gas is in Riverside's facilities until redelivery by Riverside to Shipper and from the time when gas is received by Riverside into its facilities, Riverside shall commingle such gas with other gas owned by others. Riverside's only obligation hereunder shall be to redeliver to Shipper or on behalf of Shipper at the scheduled delivery points a quantity of gas containing the total thermal equivalent of the quantity of gas received by Riverside for Shipper's account, less any appropriate reductions for fuel and loss. In the event the natural gas tendered by Shipper to Riverside at the receipt point(s), or delivered by Riverside to Shipper (or for Shipper's account) at the delivery point(s), is commingled with other natural gas at the time of measurement, the determination of deliveries applicable to Shipper shall be made in accordance with Section 13.3 of the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS

16. CURTAILMENT AND INTERRUPTION OF SERVICE

Riverside shall have the right to curtail or discontinue shipments, since Riverside may obligate itself to transport more gas than there may be at times capacity to transport and redeliver through its pipeline, in whole or in part on all or a portion of its system from time to time and at any time, under the following conditions and in the following manner:

16.1 Operating or Remedial Curtailment or Interruption may be ordered by Riverside at any time if in Riverside's sole judgment capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes, the conduct of which will occasion interruption, upon such notice as is reasonable under the circumstances and in the following order, to the extent practicable:

- (a) Interruptible service (including authorized overrun deliveries) shall be first curtailed. Interruptible service commencing with service that at the time notice was given was being charged at a rate that is less than the maximum rate of Riverside then in effect under this tariff in sequence starting with transportation service charged at the lowest rate and then in the ascending order of rates to the then maximum rate. For service being rendered at the same rate, consideration shall be given to the date service was requested and the request most proximate to the date notice is given by Riverside of the particular curtailment or interruption shall be the first interrupted; next in order shall be service being charged the maximum rate in sequence starting with the service which was requested most proximate to the date notice is given by Riverside.

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GENERAL TERMS AND CONDITIONS

16. CURTAILMENT AND INTERRUPTION OF SERVICE (cont'd)

- 16.1 (b) If in the sequence of interruptible service curtailments, a capacity allocation becomes necessary among Shippers paying the same rates and having the same date of service request, Riverside shall allocate on a pro rata basis such available capacity to such similarly situated Shippers.
- (c) Any interruptible Shipper not paying the maximum rate may be interrupted unless the interruptible Shipper is willing to pay a rate that will match or exceed a competing offer to pay the highest rate then being offered up to the maximum rate for interruptible transportation service. If any interruptible Shipper is notified by Riverside of potential interruption due to another interruptible Shipper's willingness to pay a higher interruptible transportation rate than the discounted interruptible rate determined between Riverside and the Shipper to which the notice is given, the latter may within five (5) days of such notice elect in writing to pay a higher rate which matches or exceeds the competing offer and thereby retain its priority. If the Shipper does not exercise its right to match or exceed a competing offer within the specified five (5) day period, the Shipper may lose its priority, and it may not thereafter offer to pay the higher rate and reclaim its place in the priority queue.
- (d) Firm service shall be the last in order of curtailment or interruption. If firm service interruptions or curtailments become necessary among firm Shippers, capacity will be allocated on a pro rata basis to such similarly situated Shippers. Firm primary and secondary points shall be treated equally for curtailment purposes.

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GENERAL TERMS AND CONDITIONS

16. CURTAILMENT AND INTERRUPTION OF SERVICE (cont'd)

16.2 Force Majeure Curtailment or Interruption may be ordered by Riverside, under procedures specified in Section 16.1 above, for service being performed on its system at any time when force majeure affects or in Riverside's judgment threatens to affect Riverside's ability to provide full shipments, upon the giving of such notice as is reasonable under the circumstances.

16.3 Situation Reports and Notices

- (a) Riverside shall provide Shipper with five (5) days advance notice of curtailment or interruption of transportation service except as stated in Section 16.3(b) below. Such notice shall set forth any limits on receipts and/or deliveries and the anticipated duration of such curtailment period.
- (b) In the case of curtailment or interruption due to (1) unanticipated causes where five (5) days advance notice is not possible or (2) force majeure, Riverside shall provide Shipper with a notice of curtailment or interruption at a time and in a manner that is reasonable under the existing conditions, and shall in any event confirm in writing the notice given if originally provided telephonically.

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GENERAL TERMS AND CONDITIONS

16. CURTAILMENT AND INTERRUPTION OF SERVICE (cont'd)

- 16.3 (c) Shipper shall have the responsibility to inform its suppliers, other transporters and all others involved in the transportation, as to any curtailment or interruption.
- (d) Shipper shall hold Riverside harmless for any and all claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Riverside.
- 16.4 Curtailment Penalties; Unauthorized Overrun Deliveries - All gas received or delivered for the account of Shipper exceeding 102% of authorized quantities, or after notification of a curtailment or interruption order given pursuant to Section 16 in excess of authorized quantities or which deviates from the quantities set by Riverside in the notice of curtailment by more than two percent (2%) on any day, shall be assessed a penalty in the amount provided below. The imposition of a penalty will not relieve a Shipper from its obligations to resolve any imbalance created during a period of curtailment .
 - (a) \$5 for each MMBtu which exceeds authorized delivery levels by more than 2% through 10%;
 - (b) \$10 for each MMBtu which exceeds authorized delivery levels by more than 10% through 15%;
 - (c) \$15 for each MMBtu which exceeds authorized delivery levels by more than 15%.

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GENERAL TERMS AND CONDITIONS

17. OPERATIONAL FLOW ORDERS

17.1 General

- (a) Subject to the provisions of this Section 17, Riverside may issue Operational Flow Orders ("OFOs") to any Shipper provided the operational integrity of its system is threatened. If Shipper does not comply with the OFOs issued hereunder, in addition to all other remedies, Shipper shall be liable for any resulting damages, costs, or expenses incurred by Riverside or any other Shipper, provided however, that no Shipper that is subject to an OFO shall be required to exceed its contractual maximums, minimums, or other contractual authorizations. OFOs will be issued by 2:00 p.m. Central time to be effective at the beginning of the first gas day following issuance, unless otherwise provided in the OFO. Each Shipper affected by an OFO shall be permitted to make scheduling changes for four (4) hours after issuance of the OFO. Compliance with an Operational Flow Order shall excuse Shipper from any otherwise applicable penalties under Section 15.2 of these General Terms and Conditions.
- (b) Each Shipper shall designate one or more persons for Riverside to contact on operational matters on a 24-hour a day, 365 days a year basis. If Riverside is unable to contact any Shipper because that Shipper's contact person(s) is unavailable, such Shipper shall be solely responsible for any consequences arising from such failure of communications.
- (c) Operational Flow Orders shall be issued by telephone and facsimile transmission and shall also be posted on Riverside's EBB. Notice of such OFO shall specify the nature of the problem sought to be addressed, the anticipated duration of the required compliance, and the parameters of such compliance.

GENERAL TERMS AND CONDITIONS

17. OPERATIONAL FLOW ORDERS (Cont'd)

17.2 Types of Operational Flow Orders

- (a) Specific line segments: Riverside may direct Shippers to increase or decrease receipts of flowing gas in order to maximize system capacity, maintain proper receipt distribution on its system, or mitigate high system pressures, provided, however, that no Shipper shall be required to increase or decrease receipts of flowing gas to a level that is above or below authorized contractual maximum or minimum requirements.
- (b) Peak hour deliveries: Riverside may direct Shippers to increase peak hour deliveries in the event delivery pressure at one or more delivery points drops below, or is expected to drop below, the pressure provided in the applicable service agreements. Any such order could be issued at any time to become effective three hours after such issuance, unless Riverside in good faith determines that a shorter notice period is required.

17.3 Penalties

All quantities of gas tendered to Riverside and/or taken by Shipper on a daily basis in violation of Riverside's operational orders, or, without Riverside's advance approval, in excess of Shipper's MDTQ, shall be treated as unauthorized overrun deliveries and penalties as provided in Section 16.4 shall apply.

17.4 Reservation Charge Credits

Any FT Shipper whose service is reduced as a result of an operational flow order shall be entitled to credits against the reservation fee reflecting such reductions. Credits to FT shippers shall reflect any reduction from a nominated, scheduled, confirmed level of service.

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM

18.1 Service Rights That May Be Assigned

- (a) The Service Agreements of a Releasing Shipper with Service Agreements under Rate Schedule FT may be assigned, in whole or in part, to a Replacement Shipper for any time period up to the remaining term of the Service Agreement.
- (b) A Releasing Shipper is a Shipper that has executed a Release Notice in accordance with Section 18.2.
- (c) A Replacement Shipper is a party that (1) meets the Eligibility criteria for Shippers set forth in Section 11, including the credit standards set forth in Section 11.4, except that Riverside shall not require the Replacement Shipper to make the prepayment required by Section 11.1(a), (2) accepts assignment of the Service Agreement of a Releasing Shipper pursuant to this Section 18, and, (3) executes a Service Agreement as prescribed by this Tariff.
- (d) A Replacement Shipper may assign its Service Agreement as a Releasing Shipper pursuant to this Section 18.

18.2 Initiation of the Assignment of Service Rights

- (a) A Releasing Shipper may initiate the assignment of its Service Agreement by executing and delivering to Riverside a Release Notice in the form prescribed in Appendix B to the General Terms and Conditions of this Tariff or by the EBB System. A Releasing Shipper may withdraw its Release Notice at any time prior to the close of the posting period specified in Section 18.3(c).

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

- 18.2 (b) In the Release Notice the Releasing Shipper must specify the term, quantity and minimum rate the Releasing Shipper is willing to accept and whether the assignment is subject to recall and the applicable recall conditions. The Releasing Shipper may specify further objective and nondiscriminatory conditions in its Release Notice, such as alternative economic criteria for evaluating bids, whether bids using a one-part, volumetric rate will be accepted, whether two-part rates which are different from those specified in its Service Agreement with Riverside will be accepted, and if so, how they will be evaluated, alternative methods for breaking ties, whether contingent bids will be accepted and, if so, the method by which contingent bids will be evaluated and when the contingency must be removed, whether bids for a portion of the capacity offered will be accepted or whether a prepayment deposit, not to exceed the prepayment deposit set forth in Section 11.1(a), will be required to be paid to the Releasing Shipper. The Releasing Shipper may not specify conditions which are in conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions, provided that the Releasing Shipper shall be permitted to condition its release on the Replacement Shipper's not making changes to Primary Receipt and Delivery Points.
- (c) The Releasing Shipper may arrange for the assignment of its Service Agreement to a Designated Replacement Shipper prior to submitting its Release Notice to Riverside. However, the assignment will not become effective except as provided in this Section 18.
- (d) Riverside shall post any requests for the assignment of service rights by prospective Shippers on its EBB. Such requests shall identify price, term, quantity, and names of any party requesting released capacity.

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18. CAPACITY RELEASE PROGRAM (Cont'd)

18.3 Posting

- (a) The information provided in each Release Notice will be posted on the EBB System. The posting will include the date and time the notice is posted, the date and time the open season ends, the MDTQ or MDQ available for assignment, the Points of Receipt and Delivery and the released quantity for each point, the term of the assignment, whether the assignment is firm or recallable and the recall conditions, if applicable, the maximum reservation charge, the minimum rate the Releasing Shipper will accept, alternate methods for breaking ties, and any other conditions the Releasing Shipper specifies for the assignment in accordance with Section 18.2(b).
- (b) The posting will commence upon receipt of the Release Notice; provided, however, if the Releasing Shipper notifies Riverside in the Release Notice that it has arranged for the assignment of its Service Agreement to a Designated Replacement Shipper which has agreed to an assignment with a term of 31 days or less, the posting may commence within forty-eight (48) Hours after service is initiated to the Designated Replacement Shipper. Riverside shall post prearranged assignments at the maximum rate for notification purposes within forty-eight (48) hours of the release.
- (c) The posting will continue for as long as requested by the Releasing Shipper, provided that releases for terms of more than 31 days and less than one year will be posted for at least two (2) Business Days. Releases for terms of 31 days or less will be posted for at least two (2) hours during the Business Day. Releases for terms of one year or more will be posted for at least ten (10) Business Days. In no event will any posting period exceed thirty (30) Days.

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

18.4 Bidding For Assignments

- (a) Any party on Riverside's approved bidder list may bid to accept assignment of the Service Agreement under the conditions posted in conjunction with a Release Notice. To qualify for the approved bidder list, a party must:
 - (1) satisfy the eligibility criteria set forth in Section 11, including the credit standards set forth in Section 11.4, except for the prepayment provision of 11.1(a);
 - (2) execute the Capacity Release Master Agreement in the form contained in Riverside's tariff; and
 - (3) agree to be contractually bound by its bid if accepted by Riverside.

- (b) No bids will be accepted for Service Agreements where the Releasing Shipper notifies Riverside in its Release Notice that it has arranged for the assignment of its Service Agreement to a Designated Replacement Shipper which has agreed to pay the applicable maximum rate for the service and which has agreed to all other conditions applicable to the assignment, or for assignments made to a Designated Replacement Shipper which has agreed to a term for the assignment of 31 days or less. Bids to accept assignment of the Service Agreement must specifically identify any contingencies and may be made through the EBB System, once operational. Until the EBB is operational, bids shall be made by facsimile or hand delivery.

- (c) A party may submit only one bid at a time in response to a Release Notice. Once a party has submitted a bid, it may withdraw the bid at any time prior to the close of the posting period specified in Section 18.3(c) without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid. Bids to accept assignment will be posted openly on the EBB System (once operational) with any contingencies identified and with the bidder's identity deleted.

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

18.5 Selection of Replacement Shipper

- (a) Riverside will accept the bid for firm service which provides the greatest economic value, as defined by the Releasing Shipper in accordance with Section 18.2(b) or, if the Releasing Shipper does not specify a method of determining economic value, the economic value will be determined in accordance with Section 19.2, and meets all the conditions placed upon the assignment by the Releasing Shipper as provided for in Section 18.2(b), provided that if the Releasing Shipper has permitted contingent bids, the selection of a Replacement Shipper may be delayed in accordance with the contingencies permitted in the Release Notice. For purposes of determining the economic value of competing bids, Riverside shall use the contract term(s) bid, up to a maximum of twenty years. If the bids of two or more Replacement Shippers provide the same economic value and both meet all the conditions placed upon the assignment, Riverside will tender the Service Agreement to the Replacement Shipper who submitted its bid first unless, in accordance with Section 18.2(b), the Releasing Shipper has specified an alternative method for breaking ties, in which event the method specified by the Releasing Shipper shall be used.

- (b) In the case of releases for 31 days or less, and subject to the scheduling and confirmation requirement of Section 13, Riverside shall select the winning bid so that Replacement Shipper may flow gas within twenty-four (24) hours after capacity is posted on the EBB provided that: (1) the bid period specified by the Releasing Shipper (including any matching period) is completed, or a prearranged deal not subject to bidding is submitted, by 11:00 a.m. on a Business Day, and (2) no contingencies are included in the bid.

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18. CAPACITY RELEASE PROGRAM (Cont'd)

- 18.5 (b) If the Releasing Shipper has notified Riverside in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the service, and no party submits a bid for the assignment providing greater economic value, Riverside will tender a Service Agreement to the Designated Replacement Shipper for execution.
- (c) If the Releasing Shipper has notified Riverside in the Release Notice that it has arranged a Designated Replacement Shipper who has agreed to pay less than the applicable maximum rate for the service, the Designated Replacement Shipper may match the bid that has the greatest economic value by executing a Service Agreement that matches the terms of the bid providing the greatest economic value within the time period specified by the Releasing Shipper or, if not so specified, within one (1) Business Day after Riverside tenders the Service Agreement to the Designated Replacement Shipper. In no event will the Designated Replacement Shipper be required to match the terms of another bid in less than one (1) Business Day after Riverside tenders the Service Agreement to the Designated Replacement Shipper. If the Designated Replacement Shipper does not execute the Service Agreement, Riverside will tender a Service Agreement to the party that submitted the bid providing the highest economic value.
- (d) Riverside shall post the winning bid on the EBB System for ninety (90) Days.

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

18.6 Rights and Obligations of Releasing Shipper

- (a) Except as provided in Section 18.6(f), the Releasing Shipper shall continue to be responsible to Riverside for all reservation charges and reservation surcharges for transportation service provided pursuant to the Shipper's applicable Service Agreement and all related charges and surcharges that would be charged to the Releasing Shipper if the Service Agreement had not been assigned. To the extent surcharges actually paid by it in excess of the rate finally responsible for Usage charges or volumetric surcharges which are applicable under Riverside's Tariff to Quantities of Gas actually transported. In the event the Replacement Shipper's as-billed rate exceeds the applicable rate under the Releasing Shipper's Service Agreement with Riverside, the Releasing Shipper may elect to receive a refund or credit for the excess proceeds collected, provided that,

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18. CAPACITY RELEASE PROGRAM (Cont'd)

18.6 (b) A credit will be included on each Releasing Shipper's monthly bill to reflect the reservation fee invoiced to Replacement Shippers less any negotiated marketing fee retained by Riverside pursuant to Section 18.8. In the event of a volumetric release with a one-part rate, the one-part rate shall be no greater than the 100% load factor equivalent of Riverside's maximum reservation charge currently applicable to the service released and shall be credited to the Releasing Shipper's monthly bill for reservation charges applicable to such service.

If a Replacement Shipper fails to pay all or any part of the reservation fee so credited within thirty (30) days of its due date, then such unpaid amount will be charged to the Releasing Shipper's next monthly bill and will be due and payable by the Releasing Shipper in accordance with Section 7 of these General Terms and Conditions.

The payment of the reservation charge by the Replacement Shipper on a one-part volumetric basis shall not relieve Riverside, the releasing Shipper or the Replacement Shipper from their obligations to conform to all of the terms and conditions of this Section 18.

(c) When a Releasing Shipper assigns Transportation service rights under Rate Schedule FT, the MDTQ under the Transportation Agreement will be reduced proportionately by the amount of MDTQ assigned. Any imbalance in excess of this reduced MDQ must be reduced to the new tolerance level in the month following the completion of the assignment to avoid balancing charges pursuant to Section 15.2.

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GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

- 18.6 (d) When a Releasing Shipper partially assigns its service rights under a Service Agreement by assigning service rights between specific Point(s) of Receipt and Delivery or by assigning only a portion of the Maximum Daily Contract Quantity, the Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the assignment and the Releasing Shipper may not utilize the service rights assigned during the term of the assignment.
- (e) If the Releasing Shipper's Service Agreement has been assigned to a Designated Replacement Shipper for a period of 31 days or less, the Releasing Shipper may not assign the Service Agreement to the same Replacement Shipper for a term of 31 days or less until twenty-eight (28) days after the termination of the assignment, unless the Service Agreement is posted on the EBB System for bidding in accordance with this Section 18 or the Replacement Shipper has agreed to pay the applicable maximum rate for the service and accepted all the other conditions applicable to the assignment.
- (f) If the Releasing Shipper's Service Agreement is assigned permanently for the remaining term of the agreement, subject to Riverside's agreement, which shall not be unreasonably withheld, the Releasing Shipper shall have no further responsibility or obligations under the Service Agreement.

18.7 Rights and Obligations of the Replacement Shipper

- (a) A Replacement Shipper shall have all the rights and obligations specified under the applicable Rate Schedule, Service Agreement, and General Terms and Conditions unless the conditions prescribed for the assignment require otherwise. No change in the Replacement Shipper's Service Agreement shall be permitted, except for changes in Receipt and Delivery Points, if authorized by the Releasing Shipper.

Effective Date: 10/01/1993 Status: Effective

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Original Sheet No. 114 Original Sheet No. 114 : Effective

GENERAL TERMS AND CONDITIONS

18. CAPACITY RELEASE PROGRAM (Cont'd)

- 18.7 (b) A Replacement Shipper may submit nominations pursuant to Section 13 of these General Terms and Conditions as soon as it executes the Service Agreement.
 - (c) The Replacement Shipper will be responsible for any imbalance between receipts of Gas and deliveries of Gas, and for all costs and all rates, charges, penalties and fees for transportation service provided under the Replacement Shipper's applicable Service Agreement.
 - (d) Commodity charges and volumetric surcharges which are applicable under Riverside's Tariff to Quantities of Gas actually transported shall be separately stated charge on the Replacement Shipper's Monthly Bill and shall be at the maximum rate contained on the currently effective Tariff sheet unless Riverside agrees to a lesser rate.
 - (e) In the event a Replacement Shipper makes a secondary
- 18.8 Marketing Fee - The Releasing Shipper and Riverside may agree that, in return for Riverside actively marketing capacity under the Releasing Shipper's Service Agreement, Riverside will reduce the Releasing Shipper's invoice credit by a negotiated marketing fee.
- 18.9 Pre-EBB Operations - Prior to the date Riverside's EBB is

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Original Sheet No. 115 Original Sheet No. 115 : Effective

GENERAL TERMS AND CONDITIONS

19. RIGHT OF FIRST REFUSAL AT EXPIRATION OF AGREEMENTS

19.1 Applicability

The right of first refusal is applicable to service agreements with terms of one year or more under Rate Schedules FT.

19.2 Procedure

At least six months prior to the expiration or termination of any such service agreement, Riverside will post the availability of such capacity on its electronic bulletin board together with all applicable terms. Posting will remain on the bulletin board for at least one month. Offers by potential Shippers for such capacity may be for less than the total amount of the capacity available. The existing capacity holder will have a right of first refusal to match the price and term of the best offer received for such capacity. Riverside will evaluate the net present value of any offer in determining the best offer. For

19.3 Prepayment

To ensure that competing offers are bona fide, the offering party must tender a prepayment as required by Section 11.1(a) hereof.

19.4 No Offers Received

If no offers are received, service may continue at a negotiated rate and term, but in no event shall Riverside be required to provide service at less than maximum rates.

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Original Sheet No. 116 Original Sheet No. 116 : Effective

GENERAL TERMS AND CONDITIONS

20. INTERRUPTIBLE REVENUE CREDITING

Within sixty (60) days of September 1 of each year following the Implementation Date, Riverside shall file a statement with the Commission comparing (1) the total revenues collected pursuant to Rate Schedule IT during the period ending August 31, against (2) the total cost of service allocated to be recovered from Rate Schedule IT. To the extent such revenue exceeds such cost of service allocation, Riverside shall consider any such amounts to be excess revenues. Ninety percent (90%) of such excess revenues, less applicable surcharges and variable costs incurred to provide the service, shall be credited against the reservation charges paid by firm shippers served under Rate Schedule FT. All firm shippers shall receive a pro-rata share of such credits based on their contract MDTQ. Riverside shall retain the remaining ten percent (10%) of such excess revenues without refund obligation.

21. LIABILITY OF PARTIES

Riverside and Shipper each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.

GENERAL TERMS AND CONDITIONS

22. APPLICABLE LAWS, REGULATIONS AND WAIVERS

- 22.1 **Duly Constituted Authorities, Laws, and Regulations:** These General Terms and Conditions for Transportation Service and the Rate Schedules and Agreements to which these apply shall be subject to all valid laws of the United States and of the State of Kansas and the orders, rules and regulations of duly constituted authorities having jurisdiction. Agreements subject to the provisions of these General Terms and Conditions For Transportation Service are voidable by Riverside, in whole or in part, in the event that the orders, rules, or regulations in effect on the date of execution of the Agreement are stayed, overturned, or revised in a way that is unsatisfactory to Riverside. The parties agree that the laws of the State of Kansas shall govern the validity, construction, interpretation and effect of this agreement and of the general terms and conditions incorporated by reference in this agreement.
- 22.2 **Waiver on Suits and Proceedings:** As to all matters within its actual or imputed control, Shipper represents and warrants that service hereunder and all arrangements incident thereto conform to applicable laws, orders, rules, regulations and tariffs. Shipper agrees to indemnify and hold Riverside harmless against any and all actions, suits or proceedings, concerning such service or arrangements, which are brought before or instituted by any party or authority having jurisdiction.
- 22.3 **Waiver of Default:** No waiver by Shipper or Riverside of any one or more defaults by the other in performance of the provisions of these General Terms and Conditions for Transportation Service and the Rate Schedules and Agreements to which these apply shall be construed as a waiver of any future default or defaults, whether of a like or a different character.

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GENERAL TERMS AND CONDITIONS

23. NOTICES

Unless otherwise specified in this Gas Tariff or any service agreement thereunder, any notice, request, demand, statement or bill provided for in this Gas Tariff or any service agreement thereunder, or any notice which either Riverside or Shipper may desire to give to the other, shall be in writing and if delivered shall be considered as duly delivered when mailed to the Post Office address of the other party or to such other address as either shall designate by formal written notice, or when delivered by such other method mutually agreed upon by the parties. Alternatively, when agreed to in writing by the parties, routine communications may be transmitted by facsimile or through Riverside's EBB. Nomination and scheduling of deliveries, notices relating to the capacity release program, and any other notice requiring action by either Shipper or Riverside within seven (7) days, shall be provided by hand delivery, facsimile, or the EBB, once operational.

24. CONSTRUCTION OF FACILITIES

24.1 Riverside shall not be obligated to construct or acquire any facilities to make service available under any rate schedule contained in this tariff. If Riverside agrees to construct new facilities at receipt or delivery points, such facilities will be constructed pursuant to an executed Construction and Operating Agreement between Riverside and the Shipper.

24.2 No facilities of others may be connected to Riverside's facilities without Riverside's prior approval, such approval not to be unreasonably withheld. Riverside shall have the right to review and approve the design of any facilities proposed to be installed by others, to inspect such facilities when installed, to request operating data, and to secure information relating to all new receipt and delivery locations in order to protect its existing facilities. Riverside's approval of same shall not unreasonably be withheld.

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GENERAL TERMS AND CONDITIONS

25. ANNUAL CHARGE ADJUSTMENT

25.1 Purpose

For the purpose of funding of the Federal Energy Regulatory Commission's costs incurred in any fiscal year, this Section 25 establishes an annual charge adjustment to be applicable to Riverside's Rate Schedules as set forth on Sheet No. 7 of this FERC Gas Tariff.

25.2 Basis of the Annual Charge Adjustment

The Rate Schedules specified on Sheet No. 7 hereof shall include an increment for an Annual Charge Adjustment for Federal Energy Regulatory Commission costs. Such adjustment shall be the charge factor, adjusted to Riverside's temperature base, pressure base, and heating value, if required, which is stated in the Federal Energy Regulatory Commission's Annual Charge Billing. The Annual Charge Adjustment shall be reflected on Sheet No. 7 of this Volume No. 1 Tariff.

25.3 Filing Procedure

The initial Annual Charge Adjustment or any subsequent changes in such assessment charge shall be filed by Riverside at least thirty (30) days prior to the proposed effective date.

The proposed effective date of filings shall be October 1 of each calendar year. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

25.4 Remittance to the Federal Energy Regulatory Commission

Riverside shall remit to the Federal Energy Regulatory Commission, not later than forty-five (45) days after receipt of the Annual Charge Billing, the Total Annual Charge stated on such billing.

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FERC Docket: RS92- 48-001

Original Sheet No. 120 Original Sheet No. 120 : Effective

GENERAL TERMS AND CONDITIONS

26. MISCELLANEOUS PROVISIONS

- 26.1 Assignability: A service agreement may not be assigned except by operation of law or in the event of a merger or consolidation, in which event, a service agreement shall bind and inure to the respective successors and assigns of the parties thereto; however, nothing contained herein shall prevent either party from pledging, mortgaging or assigning its rights as security for its indebtedness and either party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under any service agreement.
- 26.2 Order 497 Compliance Procedures: This Section provides the information required by FERC's Order Nos. 497, et seq. and 18 C.F.R. 250.16(b) (1).
- (a) Shared Operating Personnel and Facilities -- Other than telephone, computer, and office equipment, Riverside does not share any facilities or operating personnel with any marketing affiliate. The computer system is password protected in order to maintain segregation of utilization and confidential access to the system. Riverside provided no merchant service prior to Order No. 636, on a bundled basis or otherwise, and provides none after Order No. 636, on an unbundled basis or otherwise. Riverside is located in the same office building as its marketing affiliate, Margasco Partnership, although all employees of the marketing affiliate have separate offices.
- (b) The information and format required from a Shipper for a valid request for transportation are set forth in Appendix A of these General Terms and Conditions.
- (c) Service Complaints -- Shippers are encouraged to resolve any disputes informally with customer representatives. In the event of an unresolved problem, Shippers may submit a complaint in writing to Riverside using the following address:

Riverside Pipeline Company, L.P.
Attention: Transportation Services Department
9200 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210

GENERAL TERMS AND CONDITIONS

26. MISCELLANEOUS PROVISIONS (Cont'd)

- 26.2 (c) (i) Any oral or written complaint shall state that it constitutes a complaint pursuant to these procedures. Any such complaint will be logged upon receipt by Riverside pursuant to Section 250.16 of the Commission's regulations. An initial response will be provided by Riverside within two business days after receipt of any such complaint. A written response shall be provided by Riverside no later than 30 days after the complaint is submitted.
- (ii) If the complaint is not resolved to the Shipper's satisfaction, the Shipper may request a formal review by the Vice President, Marketing. Review and written response will be made within 30 days.
- (iii) If Shipper has exhausted all of the foregoing options, further discussion may be pursued with the General Counsel of Riverside. Review and response by the General Counsel will be made within 30 days.

(d) System and Service Information

Any person desiring information on the availability, pricing, or other terms of the transportation services may call Riverside, Transportation Services Department (913/451-3330). Riverside shall provide the following information concerning capacity and system utilization, updated as indicated. Information shall also be available through Riverside's EBB, when operational.

- (i) a list of all points at which interruptible transportation capacity is curtailed, updated daily.
- (ii) a summary of pipeline transportation activity, as follows:
- daily and weekly estimates of
- aggregate firm transportation deliveries;
 - aggregate interruptible transportation.

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GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM

Riverside Pipeline Company, L.P.
9200 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210

Date _____

ATTENTION: Transportation Services Department

Gentlemen:

_____ (Shipper) hereby requests service from Riverside Pipeline Company, L.P (Riverside) pursuant to Section 11 of the General Terms and Conditions of its tariff and concurrently provides the following information in connection with this request:

1. Request is for (check as appropriate):

- a. New Service Agreement (only one per request) _____
 - i. Firm Transportation Service (FT) _____
 - ii. Interruptible Transportation Service (IT) _____
- b. Amendment to an existing agreement # _____ Date _____
 - i. change in primary receipt point(s) _____
 - ii. change in primary delivery point(s) _____
 - iii. other (describe) _____

2. Shipper Information:

- a. Complete legal name of Shipper: _____

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GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

b. Address of Shipper:

c. Type of legal entity, state of incorporation and location of principal office:

d. Type of company:

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

3. Requested Form of Service:

_____ 311*(284B) _____ 284G (Interstate)** _____ 284G (Other)

4. "On Behalf of" Entity Information

a.* Section 311 service will be "On Behalf Of," pursuant to Subpart B of Part 284 of the Federal Regulations:

(Legal Name) _____, which is an:

_____ LDC _____ Intrastate

GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

b.** Section 284G service will be "On Behalf Of," pursuant to Subpart G of Part 284 of the Federal Regulations:

(Legal Name) _____, which is an Interstate.

c. The named "On Behalf Of" entity will be:

____ Transporting the gas _____ Holding title to the gas

Important: If required, applicable "On Behalf Of" letter must be completed with executed agreement. Only one "On Behalf of" party will be accepted per request.

5. Section 284G Transportation Notice Filing Information

a. Average daily volume to be transported _____ MMBtu

b. Annual volume to be transported _____ MMBtu

c. Peak day volume to be transported _____ MMBtu

6. If Shipper is acting as an Agent in arranging this service, the Principal is:

(Legal Name) _____, which is an:

____ LDC ____ Intrastate ____ End User ____ Other ____ Interstate

(Riverside reserves the right to require proof of such arrangement.)

7. Quantities Requested

a. FT - Maximum Daily Transportation Quantity (MDTQ) _____ MMBtu

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GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

8. Requested Term of Service:

Initial Delivery Date _____
Termination Date _____

Important: Requests for transportation or gathering services shall be invalid if service is requested to commence later than either six (6) months following Riverside's receipt of such request, or the date new facilities required to provide the requested service are completed, whichever is the later.

9. Address For Billing:

Address For Notices:*

Attn: (Prefer Title) _____

Attn: (Prefer Title) _____
(*Please include a street address for Federal Express correspondence.)

10. Person designated by Shipper to provide scheduling information and volume nominations:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Fax Number: _____

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GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

11. Are additional or new facilities necessary for Riverside to receive or deliver gas for the transportation service requested herein?

_____ Yes _____ No

If yes, such new facilities will require a separate Construction and Operating Agreement.

12. For firm transportation and 311 IT requests, list on Exhibit A (1) the precise location of each receipt point and (2) the maximum daily quantity (MMBtu) being requested for each receipt point (provided, however, the maximum daily quantity at any receipt point shall not exceed the quantity of supply to be available to Shipper at such point). The sum of the maximum daily quantities above must equal the MDTQ in 13 below.
13. For firm transportation and 311 IT requests, list on Exhibit B (1) the precise location of each delivery point and (2) the maximum daily quantity (MMBtu) being requested for such delivery point. The sum of the maximum daily quantities must equal the MDTQ in 12 above.
14. Credit Evaluation - Please furnish the information requested in Section 11.4 of the General Terms and Conditions of Riverside's FERC Gas Tariff.

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Original Sheet No. 127 Original Sheet No. 127 : Effective

GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

15. The identity of:

a. Any immediate upstream transporters of the gas to the Point(s) of Receipt for each Point(s) of Receipt:*

b. Any immediate downstream transporters of the gas from the Point(s) of Redelivery for each Point(s) of Redelivery:*

* Please include contract date with any interstate pipeline company when requesting transportation under Section 284G notice filing.

16. Is there an affiliation between Riverside and any of the following parties to this transaction?

Yes No If Yes, Name

a) Shipper	_____	_____	_____
b) End User	_____	_____	_____
c) Supplier	_____	_____	_____
d) Other *	_____	_____	_____

* Please describe involvement _____

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GENERAL TERMS AND CONDITIONS
APPENDIX A

SERVICE REQUEST FORM
(cont'd)

17. If any marketer affiliated with Riverside is buying and reselling any of the gas requested to be transported, does the cost of the gas to the affiliated marketer exceed the price received for the sale of the gas by the affiliated marketer, after deducting associated costs, including those incurred for transportation?

_____ Yes _____ No _____ Not Known

If yes, by how much? \$ _____ per MMBtu.

If this information is not known, it must be provided as soon as known.

Shipper understands that this request form, complete and unrevised as to format, must be received by Riverside before the transportation request will be accepted and processed.

Shipper, by its signature, represents that the information above is correct and accurate and that all necessary transportation, gas purchase and gas sales arrangements have been or will be secured prior to the execution of the Riverside transportation service agreement.

Very truly yours,

Signature

Typed Name and Title
Telephone No. _____
Telecopy No. _____

Note: All initial requests for firm service shall be accompanied by an earnest money payment equal to the lesser of \$5,000 or the amount of the Reservation Charge for one year.

Note: If the agreement is executed by person other than an Officer of the company, documentation confirming that person's authorization to sign must be provided at the time Shipper returns agreement.

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

GENERAL TERMS AND CONDITIONS
APPENDIX B

CAPACITY RELEASE NOTICE
CAPACITY RELEASE PROGRAM
NOTICE OF COMPLIANCE
TO
RIVERSIDE PIPELINE COMPANY, L.P.
BY

_____ ("Shipper") hereby notifies Riverside Pipeline Company, L.P. ("Riverside") that it plans to release capacity under its firm Service Agreement dated _____. Shipper agrees that if it will comply with the terms and conditions of Transporter's Capacity Release Program, as contained in Section 18 of the General Terms and Conditions of Riverside's FERC Gas Tariff.

Title: _____

Date: _____

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92-48-001

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

(Original sheet Nos. 130 through 150

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 48-001

Original Sheet No. 151 Original Sheet No. 151 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT

Riverside Contract No. _____

THIS AGREEMENT is made and entered into as of the _____ day of _____, 19__, by and between:

Riverside Pipeline Company, L.P., (hereinafter called "Riverside"), a Kansas Limited Partnership:

and

(hereinafter called "Shipper").

WHEREAS, Riverside is an interstate pipeline company;

WHEREAS, Shipper desires to receive firm transportation service from Riverside and Riverside desires to provide such transportation subject to Riverside's Rate Schedule FT;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties agree as follows:

ARTICLE 1 - TRANSPORTATION

1.1 Riverside agrees to receive at the Point(s) of Receipt and redeliver at the Point(s) of Delivery, on a firm basis, quantities of natural gas up to the following daily quantities, which shall constitute the Maximum Daily Transportation Quantity (MDTQ):

_____ (MMBtu/day).

Shipper's Maximum Daily Quantity (MDQ) at each Primary Receipt Point shall be as set forth in Exhibit A; Shipper's Maximum Daily Quantity at each Primary Delivery Point shall be as set forth in Exhibit B. Service to Secondary Receipt and Delivery Points shall be provided as set forth in Section 14 of the General Terms and Conditions.

Effective Date: 10/01/1993 Status: Effective
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Original Sheet No. 152 Original Sheet No. 152 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

- 1.2 The MDTQ and MDQ provided above shall be subject to reduction by Riverside from time to time pursuant to the then effective provisions of Rate Schedule FT.

ARTICLE 2 - TERM

- 2.1 This Agreement shall be effective from the date first stated above and shall remain effective through a primary term of _____.
- 2.2 Notwithstanding the prior provisions of this Article 2, Riverside shall have the right to terminate service hereunder, pursuant to any effective provisions for termination of this Agreement by Riverside as stated in Rate Schedule FT or the General Terms and Conditions for Transportation Service.

ARTICLE 3 - RATES AND CHARGES

- 3.1 For the services provided or contracted for hereunder, Shipper agrees to pay Riverside the then-effective, applicable rates and charges under Riverside's Rate Schedule FT filed with the Commission, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Riverside reserves the unilateral right from time to time to file and to make effective any such changes in the terms of rate levels under Rate Schedule FT and the applicability thereof, the General Terms and Conditions for Transportation Service or any other provisions of Riverside's FERC Gas Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

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

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

- 3.2 From time to time Riverside and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Riverside and Shipper.
- 3.3 Notwithstanding the provisions of Section 3.1 and 3.2 above, for the services provided or contracted for hereunder, Riverside and Shipper may agree on a level of discount of the otherwise applicable rates and charges pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. Shipper agrees to pay in addition to any discounted rates established hereunder all applicable charges under Riverside's FERC Gas Tariff other than those base rates established under Sections 3.1 and 3.2 above or their successors.

ARTICLE 4 - GENERAL TERMS AND CONDITIONS

- 4.1 This Agreement and all terms for service hereunder are subject to the further provisions of the General Terms and Conditions for Transportation Service in First Revised Volume No. 1 of Riverside's FERC Gas Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Such General Terms and Conditions for Transportation Service, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

Effective Date: 10/01/1993 Status: Effective
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Original Sheet No. 154 Original Sheet No. 154 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

ARTICLE 5 - NOMINATIONS AND NOTICES

5.1 Periodic scheduling and nominations of the quantities of service requested hereunder must be provided by Shipper to Riverside at the times and according to the procedures specified in Section 13 of the General Terms and Conditions for Transportation Service (or succeeding effective provisions). All other notices, requests, demands, statements, or bills, or any other notice which a party may desire or be required to give to the other, shall be deemed to be received only upon actual receipt by such party. The addresses of the parties hereto are as follows:

RIVERSIDE

Payments: Riverside Pipeline Company, L.P.
9200 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210
Attention: Accounting

(Facsimile number) (913) 451-4719

Scheduling and Notification: Riverside Pipeline Company, L.P.
Attention: Transportation Services
9401 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210
Telephone: (913) 451-3330
Facsimile: (913) 661-4719

SHIPPER

Attn: _____

Telephone: _____
Facsimile: _____

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 48-001

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

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

6.1 This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following contracts (if any) between the parties with respect to the transportation of natural gas: _____

ARTICLE 7 - OTHER PROVISIONS

7.1 Shipper shall use the contract number above for scheduling or nominating volumes of natural gas to be transported under this contract for firm transportation.

7.2 Shipper agrees that payments under this Agreement shall be by wire transfer or, upon the approval of Riverside, mutually agreeable alternative.

Effective Date: 10/01/1993 Status: Effective
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Original Sheet No. 156 Original Sheet No. 156 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

(Title)

(Seal)

EXECUTED _____, 19__

ATTEST:

By _____

(Title)

(Shipper)

By _____

(Title)

(Seal)

EXECUTED _____, 19__

ATTEST:

By _____

(Title)

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 48-001

Original Sheet No. 157 Original Sheet No. 157 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

EXHIBIT A

TO

TRANSPORTATION SERVICE AGREEMENT

Dated _____

Between Riverside Pipeline Company, L.P.
and _____

Primary Receipt Point(s)*

Maximum Daily Quantity

Maximum Daily Transportation Quantity: _____

Effective Date of this Exhibit A: _____

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

By _____

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 48-001

Original Sheet No. 158 Original Sheet No. 158 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT
(Continued)

EXHIBIT B

TO

TRANSPORTATION SERVICE AGREEMENT

Dated _____

Between Riverside Pipeline Company, L.P.
and _____

Primary Delivery Point(s)*

Maximum Daily Quantity

Maximum Daily Transportation Quantity: _____

Effective Date of this Exhibit B: _____

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

By _____

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92-48-001

Original Sheet No. 159 Original Sheet No. 159 : Effective

Effective Date: 10/01/1993 Status: Effective
FERC Docket: RS92- 48-001

Original Sheet No. 180 Original Sheet No. 180 : Effective

FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE IT

Riverside Contract No. ____

THIS AGREEMENT is made and entered into as of the _____ day of _____, 19____, by and between:

Riverside Pipeline Company, L.P., (hereinafter called "Riverside"), a Kansas Limited Partnership:

and

(hereinafter called "Shipper").

WHEREAS, Riverside is an interstate pipeline company;

WHEREAS, Shipper desires to receive interruptible transportation service from Riverside and Riverside desires to provide such transportation subject to Riverside's Rate Schedule IT;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set forth, the parties agree as follows:

ARTICLE 1 - TRANSPORTATION

1.1 Riverside agrees to receive at the Point(s) of Receipt and redeliver at the Point(s) of Delivery, on a fully interruptible basis, quantities of natural gas up to the following daily quantities, which shall constitute the Interruptible Transportation Quantity:

_____ (MMBtu/day) .

1.2 The Interruptible Transportation Quantity stated above shall be subject to reduction by Riverside from time to time pursuant to the then effective provisions of Rate Schedule IT.

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(Continued)

- 1.3 Exhibit A attached hereto and incorporated by reference herein states the Points of Receipt. Exhibit B attached hereto and incorporated by reference herein states the Points of Delivery. Exhibit A and B may be amended only by written agreement between the parties.
- 1.4 This service is fully interruptible pursuant to Rate Schedule IT of Riverside's FERC Gas Tariff. Interruptions of service, in whole or in part, occasioned by capacity curtailments shall be as necessitated by operational conditions and shall be in accordance with the General Terms and Conditions for Transportation Service and the applicable Regulations and Orders of the Federal Energy Regulatory Commission or successor agency (Commission). If service is discontinued or interrupted, in whole or in part, Shipper agrees to defend, indemnify and hold Riverside harmless from any loss, claim, damage or expense that Shipper or its customers incur by reason of such discontinuance or interruption.

ARTICLE 2 - TERM

- 2.1 This Agreement shall be effective from the date first stated above and shall remain effective through a primary term of _____ and thereafter shall continue in effect until terminated by Riverside or Shipper upon at least thirty (30) days prior notice to the other.
- 2.2 Notwithstanding the prior provisions of this Article 2, Riverside shall have the right to terminate service hereunder, pursuant to any effective provisions for termination of this Agreement by Riverside as stated in Rate Schedule IT or the General Terms and Conditions for Transportation Service.

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(Continued)

ARTICLE 3 - RATES AND CHARGES

- 3.1 For the services provided or contracted for hereunder, Shipper agrees to pay Riverside the then-effective, applicable rates and charges under Riverside's Rate Schedule IT filed with the Commission, as such rates and charges and Rate Schedule IT may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Riverside reserves the unilateral right from time to time to file and to make effective any such changes in the terms of rate levels under Rate Schedule IT and the applicability thereof, the General Terms and Conditions for Transportation Service or any other provisions of Riverside's FERC Gas Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.
- 3.2 From time to time Riverside and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IT and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Riverside and Shipper.
- 3.3 Notwithstanding the provisions of Section 3.1 and 3.2 above, for the services provided or contracted for hereunder, Riverside and Shipper may agree on a level of discount of the otherwise applicable rates and charges pursuant to the effective applicable provisions of Rate Schedule IT and subject to the Regulations and Orders of the Commission. Shipper agrees to pay in addition to any discounted rates established hereunder all applicable charges under Riverside's FERC Gas Tariff other than those base rates established under Sections 3.1 and 3.2 above or their successors.

ARTICLE 4 - GENERAL TERMS AND CONDITIONS

- 4.1 This Agreement and all terms for service hereunder are subject to the further provisions of the General Terms and Conditions for Transportation Service in First Revised Volume No. 1 of Riverside's FERC Gas Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Such General Terms and Conditions for Transportation Service, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

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(Continued)

ARTICLE 5 - NOMINATIONS AND NOTICES

5.1 Periodic scheduling and nominations of the quantities of service requested hereunder must be provided by Shipper to Riverside, at the times and according to the procedures specified in Section 13 of the General Terms and Conditions for Transportation Service (or succeeding effective provisions). All other notices, requests, demands, statements, or bills, or any other notice which a party may desire or be required to give to the other, shall be deemed to be received only upon actual receipt by such party. The addresses of the parties hereto are as follows:

RIVERSIDE

Payments: Riverside Pipeline Company, L.P.
9200 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210
Attention: Accounting

(Facsimile number) (913) 451-4719

Scheduling and Notification: Riverside Pipeline Company, L.P.
Attention: Transportation Services
9401 Indian Creek Parkway
Building 9, Suite 180
Overland Park, KS 66210
Telephone: (913) 451-3330
Facsimile: (913) 661-4719

SHIPPER

Attn: _____

Telephone: _____
Facsimile: _____

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(Continued)

ARTICLE 6 - CANCELLATION OF PREVIOUS CONTRACTS

- 6.1 This Agreement supersedes, cancels, and terminates, as of the date(s) stated below, the following contracts (if any) between the parties with respect to the transportation of natural gas between the parties:
-

ARTICLE 7 - OTHER PROVISIONS

- 7.1 In the event Shipper executes two or more Transportation Agreements with Riverside, transportation shall be rendered first under the Transportation Agreement with the rate most closely approximating Riverside's maximum rate for Rate Schedule IT and next in sequence shall be transportation under Transportation Agreements in descending order of rates payable.
- 7.2 Each party agrees that the interruptible transportation service offered by Riverside may be oversubscribed at any particular discounted rate and that nothing contained herein shall prohibit or deny to Riverside its right to overbook such service, nor shall anything herein deny or prohibit Shipper from participating in such overbooking by the negotiation of multiple Transportation Agreements at the various discounted rates available from time to time.

Effective Date: 10/01/1993 Status: Effective

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- 7.3 Shipper will use the contract number above for scheduling or nominating volumes of natural gas to be transported under this contract for discounted interruptible transportation service.
- 7.4 Shipper agrees that payments under this Agreement shall be by wire transfer or, upon the approval of Riverside, mutually agreeable alternative.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

(Title)

(Seal)

EXECUTED _____, 19__

ATTEST:

By _____

(Title)

(Shipper)

By _____

(Title)

(Seal)

EXECUTED _____, 19__

ATTEST:

By _____

(Title)

Effective Date: 10/01/1993 Status: Effective
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(Continued)

EXHIBIT A

TO

TRANSPORTATION SERVICE AGREEMENT

Dated _____

Between Riverside Pipeline Company, L.P.
and _____

Primary Receipt Point(s)*

Maximum Daily Quantity

Maximum Daily Transportation Quantity: _____

Effective Date of this Exhibit A: _____

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

By _____

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 48-001

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UNDER RATE SCHEDULE IT
(Continued)

EXHIBIT B

TO

TRANSPORTATION SERVICE AGREEMENT

Dated _____

Between Riverside Pipeline Company, L.P.
and _____

Primary Delivery Point(s)*

Maximum Daily Quantity

Maximum Daily Transportation Quantity: _____

Effective Date of this Exhibit B: _____

RIVERSIDE PIPELINE COMPANY, L.P.

By _____

By _____

Effective Date: 10/01/1993 Status: Effective

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Original Sheet No. 210 Original Sheet No. 210 : Effective

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