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**Second Revised Sheet No. 2** Second Revised Sheet No. 2 : Superseded  
Superseding: First Revised Sheet No. 2

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**Thirty Eighth Revised Sheet No. 5** Thirty Eighth Revised Sheet No. 5 : Superseded  
 Superseding: Sub Thirty Seventh Revised Sheet No. 5

CURRENTLY EFFECTIVE RATES  
 FIRM TRANSPORTATION SERVICE  
 Rates Per MMBtu

Percentage	Base Rate	Sec. 16.3	Sec. 21	Maximum Rate	Minimum Rate	Fuel Use & Loss
-----	-----	-----	-----	-----	-----	
RATE SCHEDULE FTS						
-----						
For Transportation Between:						
Field Zone and Market Zone						
- Reservation Charge	\$4.6090	-	-	\$4.6090	-	-
- Usage Charge	\$ .0053	-	\$ .0022	\$ .0075	\$ .0075	2.30%
- Authorized Overrun	\$ .1569	-	\$ .0022	\$ .1591	\$ .0075	2.30%
Field Zone Only						
- Reservation Charge	\$2.0790	-	-	\$2.0790	-	-
- Usage Charge	\$ .0016	-	\$ .0022	\$ .0038	\$ .0038	1.08%
- Authorized Overrun	\$ .0700	-	\$ .0022	\$ .0722	\$ .0038	1.08%
Market Zone Only						
- Reservation Charge	\$2.5300	-	-	\$2.5300	-	-
- Usage Charge	\$ .0037	-	\$ .0022	\$ .0059	\$ .0059	0.76%
- Authorized Overrun	\$ .0869	-	\$ .0022	\$ .0891	\$ .0059	0.76%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate	Minimum Rate
	-----	-----
FTS Reservation, High Load Factor	\$ .0900	\$ .0000
FTS Reservation, Low Load Factor	\$ .0550	\$ .0000
FTS Usage	\$ .0070	\$ .0000
FTS Authorized Overrun	\$ .0070	\$ .0000

Effective Date: 01/01/2001 Status: Effective  
 FERC Docket: RP01-120-000

**Thirty Eighth Revised Sheet No. 6** Thirty Eighth Revised Sheet No. 6 : Superseded  
 Superseding: Thirty Seventh Revised Sheet No. 6

CURRENTLY EFFECTIVE RATES  
 SMALL CUSTOMER TRANSPORTATION SERVICE  
 Rates Per MMBtu

	Base Rate ----	Sec. 16.3 ----	Sec. 21 ----	Maximum Rate -----	Minimum Rate -----	Fuel Use & Loss Percentage -----
RATE SCHEDULE SCT -----						
For Transportation Between:						
Field Zone and Market Zone						
- Usage Charge	\$ .4511	-	\$ .0022	\$ .4533	\$ .0075	2.30%
- Authorized Overrun	\$ .1569	-	\$ .0022	\$ .1591	\$ .0075	2.30%
Field Zone Only						
- Usage Charge	\$ .2027	-	\$ .0022	\$ .2049	\$ .0038	1.08%
- Authorized Overrun	\$ .0700	-	\$ .0022	\$ .0722	\$ .0038	1.08%
Market Zone Only						
- Usage Charge	\$ .2484	-	\$ .0022	\$ .2506	\$ .0059	0.76%
- Authorized Overrun	\$ .0869	-	\$ .0022	\$ .0891	\$ .0059	0.76%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI Surcharge may be assessed as follows:

	Maximum Rate -----	Minimum Rate -----
SCT Usage	\$ .0110	\$ .0000
SCT Authorized Overrun	\$ .0070	\$ .0000

Effective Date: 11/01/2000 Status: Effective  
 FERC Docket: RP00-584-000

**Thirty Third Revised Sheet No. 7** Thirty Third Revised Sheet No. 7 : Superseded  
 Superseding: Thirty Second Revised Sheet No. 7

CURRENTLY EFFECTIVE RATES  
 INTERRUPTIBLE TRANSPORTATION SERVICE  
 Rates Per MMBtu

	Base Rate ----	Sec. 16.3 -----	Sec. 21 ----	Maximum Rate -----	Minimum Rate -----	Fuel Use & Loss Percentage -----
RATE SCHEDULE ITS -----						
For Transportation Between:						
Field Zone and Market Zone						
- Usage Charge	\$ .1569	.0016	\$ .0022	\$ .1607	\$ .0075	2.30%
- Authorized Overrun	\$ .1569	.0016	\$ .0022	\$ .1607	\$ .0075	2.30%
Field Zone Only						
- Usage Charge	\$ .0700	.0016	\$ .0022	\$ .0738	\$ .0038	1.08%
- Authorized Overrun )	\$ .0700	.0016	\$ .0022	\$ .0738	\$ .0038	1.08%
Market Zone Only						
- Usage Charge	\$ .0869	.0016	\$ .0022	\$ .0907	\$ .0059	0.76%
- Authorized Overrun	\$ .0869	.0016	\$ .0022	\$ .0907	\$ .0059	0.76%

Notes are shown on Sheet No. 11.

ADDITIONAL SURCHARGE:

Pursuant to Section 20 of MRT's General Terms and Conditions, the GRI surcharge may be assessed as follows:

	Maximum Rate -----	Minimum Rate -----
ITS Usage	\$ .0072	\$ .0000
ITS Authorized Overrun	\$ .0072	\$ .0000

Effective Date: 07/01/2000 Status: Effective  
 FERC Docket: TM00-1-25-003

**2nd Sub Eleventh Revised Sheet No. 8** 2nd Sub Eleventh Revised Sheet No. 8 : Superseded  
 Superseding: Tenth Revised Sheet No. 8

CURRENTLY EFFECTIVE RATES  
 FIRM AND INTERRUPTIBLE STORAGE SERVICE  
 Rates Per MMBtu

	Base Rate -----	Adjustments -----	Maximum Rate -----	Minimum Rates -----
RATE SCHEDULE FSS -----				
Deliverability Charge	\$ .8190	-	\$ .8190	-
Capacity Charge	\$ .1805	-	\$ .1805	-
Injection Charge	\$ .0033	-	\$ .0033	\$ .0033
Withdrawal Charge	\$ .0033	-	\$ .0033	\$ .0033
Authorized Overrun	\$ .1838	-	\$ .1838	\$ .0033
RATE SCHEDULE ISS -----				
Inventory Charge	\$ .0628	-	\$ .0628	-
Injection Charge	\$ .0033	-	\$ .0033	\$ .0033
Withdrawal Charge	\$ .0033	-	\$ .0033	\$ .0033
Authorized Overrun	\$ .0661	-	\$ .0661	\$ .0033
Fuel Use and Loss Percentage		Injection Withdrawal	1.90% 1.42%	

Notes are shown on Sheet No. 11.



Effective Date: 10/12/1997 Status: Effective  
 FERC Docket: RP97-526-001

**Sub Third Revised Sheet No. 9** Sub Third Revised Sheet No. 9 : Superseded  
 Superseding: Second Revised Sheet No. 9

Recovery of Account No. 191 and 858 Costs

The amounts set forth below reflect each former jurisdictional Bundled Firm Sales Customer's allocation of Account No. 191 and 858 Transition Costs pursuant to Section 16.2 of the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1.

	Schedule	Acct. No. 191 & 858 Direct Bill
Rate Schedule CD-1		
Arkansas Louisiana Gas Co.	CD-1	\$ 68,521
Illinois Power Co.	CD-1	160,130
Laclede Gas Co.	CD-1	1,181,155
Union Electric Co.	CD-1	8,672
		-----
Total Rate Schedule CD-1		\$ 1,418,478
Rate Schedule SGS-1		
Associated Natural Gas Co.	SGS-1	\$ 5,871
Augusta, Arkansas, City of	SGS-1	2,050
Bismarck, Missouri, City of	SGS-1	794
Chester, Illinois, City of	SGS-1	3,746
Des Arc, Arkansas, Town of	SGS-1	2,581
Dupo, Illinois, Village of	SGS-1	1,779
Hazen, Arkansas, City of	SGS-1	2,105
United Cities Gas Co.	SGS-1	1,438
Natural Gas Improvement Dist. No. 2 of Ashley County, Ark.	SGS-1	1,411
Potosi, Missouri, City of	SGS-1	2,266
Red Bud, Illinois, City of	SGS-1	599
Union Gas Co. Of Arkansas	SGS-1	266
Waterloo, Illinois, City of	SGS-1	3,332
		-----
Total Rate Schedule SGS-1		\$ 28,238
		-----
Total		\$ 1,446,716
		=====

Effective Date: 10/24/1994 Status: Effective  
 FERC Docket: RP94-405-000

**Original Sheet No. 9A** Original Sheet No. 9A : Superseded

Recovery of Account No. 191 and 858 Costs

The amounts set forth below reflect each former Jurisdictional Bundled Sales Customer's allocation of Account No. 191 and 858 Transition Costs Pursuant to Section 16.2 of the General Terms and Conditions of Mississippi's FERC Gas Tariff, Third Revised Volume No. 1.

Customer Name	Rate Schedule	Acct. No. 191 & 858 Direct Bill
Rate Schedule CD-1		
Arkansas Louisiana Gas Co.	CD-1	\$ 10,306
Illinois Power Co.	CD-1	11,308
Laclede Gas Co.	CD-1	122,821
Union Electric Co.	CD-1	(5,267)
Total Rate Schedule CD-1		\$139,168
Rate Schedule SGS-1		
Associated Natural Gas Co.	SGS-1	\$ 1,481
Augusta, Arkansas, City of	SGS-1	483
Bismarck, Missouri, City of	SGS-1	134
Chester, Illinois, City of	SGS-1	753
Des Arc, Arkansas, Town of	SGS-1	733
Dupo, Illinois, Village of	SGS-1	369
Hazen, Arkansas, City of	SGS-1	556
United Cities Gas Co.	SGS-1	361
Natural Gas Improvement Dist. No. 2 of Ashely County, Ark.	SGS-1	366
Potosi, Missouri, City of	SGS-1	332
Red Bud, Illinois, City of	SGS-1	(7)
Union Gas Co. of Arkansas	SGS-1	19
Waterloo, Illinois, City of	SGS-1	685
Total Rate Schedule SGS-1		\$ 6,265
Total		\$145,433

Effective Date: 02/01/2001 Status: Effective  
 FERC Docket: RP00-305-002

Original Sheet No. 10 Original Sheet No. 10 : Superseded

STATEMENT OF NEGOTIATED RATES

Customer Name Receipt Point(s)	Contract Number Delivery Point(s)	Rate Schedule	Maximum Contract Quantity (Dth/Day)	Negotiated Rate (\$/Dth)
Reliant Energy Gas AGLE (DRN No. 43046) Transmission Company (Glendale Point, Interconnect with Reliant Energy Gas Transmission, A-307, Mile Pole 88)	3229 AERP (DRN No.60477) (Perryville Point, Reliant Energy Only, Interconnect with REGT)	FTS	348,837	\$0.01

[1] Rate is applicable only to transportation between specified receipt and delivery points (including AOR service) and does not include ACA charges or fuel applicable to transportation on MRT's system. Rate includes applicable reservation and usage charges and other fees or surcharges which may be approved by FERC in the future applicable to FTS service.

[2] Rate is volumetric with guaranteed revenue commitment of \$547,500 for each contract year (February 2001 - March 2006).

[3] Rate may be increased from time to time during term if Customer enters into new firm TSAs with its Shippers using the FTS capacity. In such case, rate will be adjusted for the term of such new firm TSAs such that MRT will receive ten percent (10%) of total rate paid by Shipper(s) under Customer's TSA(s), subject to a floor of \$.010 per Dth and a ceiling of \$0.03 per Dth.

[4] Agreement subject to all laws, orders, rules and regulations, and should such authority alter, delete, modify or expand MRT's rights or obligations or should any condition affecting MRT's business impair MRT's ability to offer economically the above rate, MRT may terminate agreement upon one month's written notice.

[5] Capacity under the Negotiated Rate Agreement resulted from early termination of several Customers' contracts pursuant to which REGT acted as agent.

[6] The Negotiated Rate Agreement does not deviate in any material aspect from the Transportation Service Agreement form in MRT's tariff.

[7] If at any time rate is less than MRT's applicable minimum, MRT will charge its applicable minimum rate. If at any time rate exceeds MRT's applicable maximum, MRT will charge its applicable maximum rate.

[8] Customer foregoes right to refunds attributable to volumes shipped at the negotiated rate unless final applicable approved rate is less than the negotiated rate.

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**Third Revised Sheet No. 11** Third Revised Sheet No. 11 : Superseded  
Superseding: 1 Rev Second Revised Sheet No. 11

CURRENTLY EFFECTIVE RATES  
Rates Per MMBtu

NOTES APPLICABLE TO RATES SET FORTH ON SHEET NOS. 5 THRU 9

- 1/ The Market Zone consists of the portion of MRT's pipeline system north of the Missouri/Arkansas border.
- 2/ The Field Zone consists of the portion of MRT's pipeline system south of the Missouri/Arkansas border.
- 3/ Market and Field Zone rates are additive.
- 4/ Rate Schedule FTS base rates include the following Underground Storage cost components:

	Reservation Charge	Usage Charge
Market Zone - Maximum	2.12 >	-
- Minimum	-	-
Field Zone - Maximum	0.70 >	-
- Minimum	-	-

*Effective Date: 12/01/1993 Status: Effective*  
*FERC Docket: RS92- 43-006*

**First Revised Sheet No. 12** First Revised Sheet No. 12 : Superseded  
Superseding: Original Sheet No. 12

SHEET NO. 12  
IS RESERVED FOR FUTURE USE

Effective Date: 11/10/2000 Status: Effective  
FERC Docket: RP01-42-000

**Third Revised Sheet No. 21** Third Revised Sheet No. 21 : Superseded  
Superseding: Second Revised Sheet No. 21

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
(Continued)

4. RATES AND CHARGES (Continued)

(c) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and

(d) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and Loss Percentage of gas quantities transported for Customer as set forth on the currently effective Sheet No. 5 of this tariff, provided, however, MRT is entitled to assess a zero charge for fuel for transactions that do not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

5.1 The minimum monthly bill shall be the reservation charge specified in Section 4.2(a) of this rate schedule.

6. GENERAL TERMS AND CONDITIONS

6.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule FTS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

Effective Date: 11/10/2000 Status: Effective  
FERC Docket: RP01-42-000

**Third Revised Sheet No. 33** Third Revised Sheet No. 33 : Superseded  
Superseding: Second Revised Sheet No. 33

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
(Continued)

4. RATES AND CHARGES (Continued)

4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and Loss Percentage of gas quantities transported for Customer as set forth on the currently effective Sheet No. 7 of this tariff, provided, however, MRT is entitled to assess a zero charge for fuel for transactions that do not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

5.1 Not applicable.

6. TERMINATION OF SERVICE AGREEMENTS

6.1 If for any reason other than MRT's lack of capacity or an event of force majeure, a Customer fails to have received at least one (1) MMBtu per month as either interruptible transportation or authorized overrun under any one of its valid service agreement(s) with MRT in at least two (2) months of the preceding twelve (12) month period, then MRT in its reasonable discretion may unilaterally terminate all such Customer's ITS Agreement(s).

7. GENERAL TERMS AND CONDITIONS

7.1 The provisions of the General Terms and Conditions, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule ITS, and shall apply to service rendered hereunder, as though stated herein. If and to the extent the provisions of this rate schedule conflict with the provisions of said General Terms and Conditions, the provisions of this rate schedule shall prevail.

*Effective Date: 11/01/1993 Status: Effective*

*FERC Docket: RS92-43-004*

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

ORIGINAL SHEET NOS. 47 THROUGH 50 HAVE BEEN

RESERVED FOR FUTURE USE



Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 43-008

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

RATE SCHEDULE NNT  
NO NOTICE TRANSPORTATION SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

(c) An NNT Customer whose actual quantities exceed scheduled quantities may notify MRT that gas for such deliveries will be sourced from receipt points into MRT's system other than storage. Upon confirming such receipts, MRT will automatically adjust the Customer's receipt and delivery point nominations and schedule such gas for delivery outside the nomination deadlines set forth in Section 8 of the General Terms and Conditions, provided the Customer holds sufficient available firm transportation capacity to accommodate the adjustments.

(d) An NNT Customer may elect to utilize the monthly balancing option set forth in Section 10.5(c) of the General Terms and Conditions.

2.3 An NNT Customer which deviates from its scheduled daily delivery quantities within a zone by more than 5,000 MMBtu or 5% of its contract demand, whichever is greater, must provide a revised nomination to MRT reflecting the deviation as soon as possible but in no event later than the same gas day. In the event an Operational Flow Order is issued which requires NNT Customers to provide revised nominations on a particular gas day, any NNT Customer that fails to provide such revised nomination will be subject to a penalty of \$10.00 per MMBtu for delivery deviations within a zone which exceed the 5,000 MMBtu or 5% of contract demand tolerance, whichever is greater. On any gas day in which such an Operational Flow Order is issued, any NNT Customer that provides such a revised nomination will be subject to a penalty of \$10.00 per MMBtu for delivery deviations within a zone from the revised nomination which exceed 10,000 MMBtu or 10% of its contract demand, whichever is greater.

3. RATES AND CHARGES

3.1 Not applicable.

4. MINIMUM MONTHLY BILL

4.1 Not applicable.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

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

RATE SCHEDULE ISS  
INTERRUPTIBLE STORAGE SERVICE  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.5 Service under Rate Schedule ISS shall be provided through the use of MRT's aggregated storage facilities. Customers shall not be allocated capacity or deliverability from any one specific storage facility.

2.6 All deliveries for injection into storage and all receipts for withdrawal from storage shall be made at the Unionville Storage Field receipt/delivery point.

3. INJECTION

3.1 Rate Schedule ISS Customers will be permitted to inject gas into storage if MRT determines that interruptible storage capacity is available. ISS injections will be subject to daily changes at MRT's sole discretion.

4. WITHDRAWAL

4.1 Rate Schedule ISS Customers will be permitted to withdraw gas from storage if storage deliverability is available. ISS withdrawals will be subject to daily changes at MRT's sole discretion.

4.2 MRT can require the withdrawal of all Rate Schedule ISS inventories on 30 days notice. Any Rate Schedule ISS volumes which are not withdrawn within 30 days after MRT provides such notice shall be forfeited to MRT, free and clear of any adverse claims.

4.3 Any Rate Schedule ISS volumes which remain in storage after May 15 shall be automatically forfeited to MRT, free and clear of all adverse claims.

4.4 In order to minimize the risk that Rate Schedule ISS Customers will forfeit gas pursuant to Sections 4.2 and 4.3 of this rate schedule, MRT will take the following steps:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

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

RATE SCHEDULE USAS  
UNBUNDLED SALES AND AGENCY SERVICES  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

2.3 Gas sales by MRT's merchant division may be made at any point upstream of MRT's system, at any point at which gas is received into MRT's system (including its gathering system and storage), and at any pooling point on MRT's system (i.e. any point before gas enters MRT's main line system, any entry point to its main line system from a production area, or at an intersection with another pipeline). The specific sales point(s) for any particular sale by MRT's merchant division and the allocation of purchase volumes among multiple points shall be negotiated between MRT's merchant division and its Customers.

2.4 MRT's merchant division will provide repackaged citygate or plantgate sales service for Customers. As part of its repackaged sales service, MRT's merchant division will act as agent for Customers, and may provide the following services:

- (a) Gas supply acquisition and aggregation;
- (b) Nominations and scheduling;
- (c) Imbalance management;
- (d) Capacity management;
- (e) Transportation and storage management;
- (f) Payment of fees; and
- (g) Any other services, subject to the agreement of MRT's merchant division and its Customers.

2.5 MRT's merchant division, acting as an agent for its Customers, may provide any of the services listed in Section 2.4 for Customers as agreed upon between MRT and the Customer.

2.6 MRT's merchant division is authorized to abandon any sales or agency service at the termination of the agreement providing for such service, subject to any "evergreen" or "rollover" provisions contained in such agreements.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

**Original Sheet No. 69** Original Sheet No. 69 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.7 The term "fuel use and loss" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is used in the operation of MRT's pipeline system, which includes any lost or unaccounted for gas and, when applicable, any processing reduction.

1.8 The term "gas" shall mean natural gas as produced in its natural state, gas synthesized or manufactured from oil, naphtha, coal or any other material that meets the quality standards contained herein.

1.9 The term "Intermediate Delivery Point" shall mean the point or points on MRT's system upstream of Customer's Primary Delivery Point(s) to which MRT agrees to deliver gas transported for the account of Customer so long as Customer agrees to redeliver those gas quantities into the MRT system for ultimate delivery to Customer.

1.10 The term "Maximum Daily Withdrawal Quantity (MDWQ)" shall mean the maximum quantity of gas, as stated in an FSS Agreement, that MRT is obligated to withdraw from storage for a Rate Schedule FSS Customer on any day.

1.11 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

1.12 The term "MDQ" shall mean the maximum daily quantity of gas which MRT is to deliver to Customer at each delivery point or in the aggregate, in accordance with the terms of a Service Agreement.

1.13 The term "MMBtu" shall mean one million (1,000,000) Btu.

1.14 A "month" shall be a period of one calendar month commencing at seven o'clock (7:00) a.m. CST on the first day of such month.

1.15 The term "MRT" shall mean Mississippi River Transmission Corporation.

Effective Date: 11/01/1998 Status: Effective  
FERC Docket: RP99- 67-000

**Third Revised Sheet No. 71** Third Revised Sheet No. 71 : Superseded  
Superseding: Second Revised Sheet No. 71

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.16 The term "fuel use and loss" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is used in the operation of MRT's pipeline system, which includes any lost or unaccounted for gas and, when applicable, any processing reduction.

1.17 The term "gas" shall mean natural gas as produced in its natural state, gas synthesized or manufactured from oil, naphtha, coal or any other material that meets the quality standards contained herein.

1.18 The term "GISB Standards" shall mean those standards relating to business practices and electronic communications promulgated by the Gas Industry Standards Board ("GISB"), as adopted and codified by the Commission in its regulations.

1.19 The term "Intermediate Delivery Point" shall mean the point or points on MRT's system, excluding storage, upstream of Customer's Primary Delivery Point(s) to which MRT agrees to deliver gas transported for the account of Customer so long as Customer agrees to redeliver those gas quantities into the MRT system for ultimate delivery to Customer.

1.20 The term "Maximum Daily Withdrawal Quantity (MDWQ)" shall mean the maximum quantity of gas, as stated in an FSS Agreement, that MRT is obligated to withdraw from storage for a Rate Schedule FSS Customer on any day.

1.21 The term "Mcf" shall mean one thousand (1,000) cubic feet of gas.

1.22 The term "MDQ" shall mean the maximum daily quantity of gas which MRT is to deliver to Customer at each delivery point or in the aggregate, in accordance with the terms of a Service Agreement.

1.23 The term "MMBtu" shall mean one million (1,000,000) Btu. All references to MMBtu shall be deemed to mean Dth.

1.24 A "month" shall be a period of one calendar month commencing at nine o'clock (9:00) a.m. CT on the first day of such month.

1.25 The term "MRT" shall mean Mississippi River Transmission Corporation.

1.26 The term "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect (See Table of Contents listing location of MRT's Operational Balancing Agreement).

1.27 The term "Operational Flow Order" shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of MRT's system or to maintain operations required to provide efficient and reliable firm service. Whenever MRT experiences these conditions, any pertinent order should be referred to as an "Operational Flow Order".

Effective Date: 11/01/1998 Status: Effective  
FERC Docket: RP99- 67-000

**Fifth Revised Sheet No. 72** Fifth Revised Sheet No. 72 : Superseded  
Superseding: Fourth Revised Sheet No. 72

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.28 The term "Pool Operator" shall mean the pool owner, or the pool owner's designated agent.

1.29 The term "Pool Owner" shall mean the entity or entities that enter into a pooling agreement with MRT.

1.30 The term "pooling" shall mean: (1) the aggregation of gas from multiple physical and/or logical points to a single physical or logical point, and/or (2) the dis-aggregation of gas from a single physical or logical point to multiple physical and/or logical points. The provisions for pooling are set forth in Section 7.6 of the General Terms and Conditions.

1.31 The term "Pooling Point" shall mean any point at which gas is received into MRT's system, including into storage, any receipt point before gas enters MRT's main line system, any entry point to its main line system from a production area or at an intersection with another pipeline.

1.32 The term "Primary Delivery Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to deliver the quantity of gas set forth in the Service Agreement. Total deliveries which MRT is obligated to make to Customer's Primary Delivery Point(s) shall not exceed the MDQ of Customer's Service Agreement, except as provided in Section 5.4(c)(ii) of these General Terms and Conditions.

1.33 The term "primary path" shall mean the firm pipeline capacity contracted by Customer between its Primary Receipt Point(s) and its Primary Delivery Point(s), which includes the directional flow of the gas between such point(s).

1.34 The term "Primary Receipt Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to receive the quantity of gas set forth in the Service Agreement. The total quantity of gas which MRT is obligated to receive on any given day for Customer shall not exceed Customer's MDQ, except as provided in Section 5.4(c)(ii) of these General Terms and Conditions.

1.35 The term "processing reduction" shall mean the total loss in volume and Btu's attributable to the processing of gas transported hereunder and includes, but is not limited to, plant fuel, flare, shrinkage, or other losses.

Effective Date: 11/01/1998 Status: Effective

FERC Docket: RP99- 67-000

**Fifth Revised Sheet No. 73** Fifth Revised Sheet No. 73 : Superseded

Superseding: Fourth Revised Sheet No. 73

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.36 The term "receipt point(s)" shall mean the point or points specified in the Service Agreement where MRT agrees to receive gas for transportation for the account of Customer, exclusive of fuel, including MRT's storage facilities.

1.37 The term "Receipt Point MDQ" shall mean the maximum daily quantities of natural gas, exclusive of fuel, which MRT agrees to receive for Customer at each receipt point, or in the aggregate. For MRT's Rate Schedule FTS and Rate Schedule SCT Customers hereunder, the total quantity of gas which MRT is obligated to receive on any given day shall not exceed such Customer's MDQ, exclusive of fuel, except as provided in Section 5.4(c) (ii) of these General Terms and Conditions.

1.38 The term "Secondary Delivery Point(s)" shall mean the point or points available to Customers under Rate Schedule FTS or SCT which are within those rate zones in which the Customer currently holds capacity and that are not designated as the Customer's Primary Delivery Point(s) or which Customer desires to use in excess of its Primary Delivery Point MDQ; provided, that Secondary Delivery Point(s) may only be utilized if deliveries to such points are determined by MRT to be operationally feasible.

1.39 The term "Secondary Receipt Point(s)" shall mean the receipt point(s) available to Customers under Rate Schedules FTS or SCT that are not designated as Customer's Primary Receipt Point(s) in its FTS or SCT Agreement or that are designated as a Customer's Primary Receipt Point(s) but which Customer desires to use in excess of its Primary Receipt Point MDQ.

1.40 The term "Service Agreement" shall mean, as applicable, an FTS Agreement, SCT Agreement, ITS Agreement, FSS Agreement, ISS Agreement, or Master Capacity Release Agreement between MRT and Customer.

Effective Date: 11/01/1998 Status: Effective

FERC Docket: RP99- 67-000

**Third Revised Sheet No. 74** Third Revised Sheet No. 74 : Superseded  
Superseding: Second Revised Sheet No. 74

GENERAL TERMS AND CONDITIONS  
(Continued)

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.41 The term "Service Identification Number" shall mean the number assigned by MRT to a Service Agreement (except a Master Capacity Release Agreement), a Pool Agreement, or an Addendum to a Master Capacity Release Agreement.

1.42 The term "standard pressure" shall mean fourteen and seventy-three hundredths (14.73) pounds per square inch absolute.

1.43 The term "standard temperature" shall mean sixty degrees (60 $\phi$ ) Fahrenheit.

1.44 The term "thermally equivalent quantities" shall mean the sum of the quantities of gas measured as expressed in MMBtu received by MRT for the account of Customer at the receipt point(s) during any given period of time, less fuel use and loss and, when applicable, processing reduction.

1.45 A "year" shall be a period of three hundred sixty-five (365) consecutive days commencing at nine o'clock (9:00) a.m. CT on the first day of such year, provided that any such year which contains the date of February 29 shall consist of three hundred sixty-six (366) consecutive days.



Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

**Original Sheet No. 77** Original Sheet No. 77 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

2. ELECTRONIC BULLETIN BOARD

2.1 MRT will maintain an interactive Electronic Bulletin Board (EBB), which will contain information relevant to the availability of the services provided under this tariff, in the manner and level of detail required by the Commission's regulations. Such information shall include, but not be limited to, semi-annual reports of storage activity and the capacity available in MRT's storage facilities, which information shall be updated at least bi-weekly, as well as prevailing pressure conditions on various portions of MRT's pipeline system.

2.2 MRT will have a user-friendly EBB and it will contain the information necessary to assist Customers in fully utilizing MRT's system.

2.3 MRT's Services Handbook contains a detailed listing of the types of information currently available on the EBB as well as instructions on how to obtain access to the EBB. Persons desiring more information about the EBB may also contact MRT's Transportation Services Department during regular business hours at (314) 991-9900.

2.4 The EBB will be available on a nondiscriminatory basis to any or all parties who have electronic communications equipment compatible with MRT's EBB and have also executed an EBB access agreement authorizing their use of the EBB.

2.5 Unless MRT provides prior written authorization, material retrieved from MRT's EBB shall not be published, broadcast or sold in any manner or form.

2.6 MRT will post on its EBB the information required by the Commission's regulations respecting a particular transportation transaction for the duration of the transaction and for at least ninety (90) days after the transaction has been completed.

*Effective Date: 11/01/1993 Status: Effective*

*FERC Docket: RS92- 43-004*

**Original Sheet No. 78** Original Sheet No. 78 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

2. ELECTRONIC BULLETIN BOARD (Continued)

2.7 MRT will retain daily records of the information displayed on the EBB for three (3) years. Such historical data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.

2.8 Fees for EBB access and use will be assessed by MRT's EBB provider to EBB subscribers. Information regarding the fees charged by MRT's EBB provider will be maintained in MRT's Services Handbook and posted on MRT's EBB.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-009

**Sub Original Sheet No. 79** Sub Original Sheet No. 79 : Superseded  
Superseding: Original Sheet No. 79

GENERAL TERMS AND CONDITIONS  
(Continued)

## 2. ELECTRONIC BULLETIN BOARD

2.1 MRT will maintain an interactive Electronic Bulletin Board (EBB), which will contain information relevant to the availability of the services provided under this tariff, in the manner and level of detail required by the Commission's regulations. Such information shall include, but not be limited to, semi-annual reports of storage activity and the capacity available in MRT's storage facilities, which information shall be updated at least bi-weekly, as well as prevailing pressure conditions on various portions of MRT's pipeline system.

2.2 MRT will have a user-friendly EBB and it will contain the information necessary to assist Customers in fully utilizing MRT's system.

2.3 MRT's Services Handbook contains a detailed listing of the types of information currently available on the EBB as well as instructions on how to obtain access to the EBB. Persons desiring more information about the EBB may also contact MRT's Transportation Services Department during regular business hours at (314) 991-9900.

2.4 The EBB will be available on a nondiscriminatory basis to any party who has electronic communications equipment compatible with MRT's EBB and has received an identifying password from MRT's EBB provider to access the EBB system. The name and the telephone number of the contact person for MRT's EBB provider may be obtained from MRT's Transportation Services Department during regular business hours at (314) 991-9900 and shall be posted on MRT's EBB.

2.5 MRT will post on its EBB the information required by the Commission's regulations respecting a particular transportation transaction for the duration of the transaction and for at least ninety (90) days after the transaction has been completed.

2.6 MRT will retain daily records of the information displayed on the EBB for three (3) years. Such historical data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.

Effective Date: 08/01/1999 Status: Effective  
FERC Docket: RP99-425-000

**Seventh Revised Sheet No. 80** Seventh Revised Sheet No. 80 : Superseded  
Superseding: Sixth Revised Sheet No. 80

GENERAL TERMS AND CONDITIONS  
(Continued)

2. GISB STANDARDS AND ELECTRONIC BULLETIN BOARD (Continued)

2.7 Fees for EBB access and use may be assessed by MRT's EBB provider to EBB subscribers. Information regarding the fees charged by MRT's EBB provider will be maintained in MRT's Services Handbook and posted on MRT's EBB.

2.8 In addition to the GISB Standards reflected in other provisions of this Tariff, the following GISB Standards (which include definitions and data dictionaries), are incorporated herein by reference:

Version 1.3

1.2.2, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.3.3, 1.3.4, 1.3.14, 1.3.15, 1.3.16, 1.3.19, 1.3.20, 1.3.21, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7, 2.3.8, 2.3.9, 2.3.11, 2.3.12, 2.3.13, 2.3.27, 2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.18, 3.3.20, 3.3.21, 3.3.22, 3.4.1, 3.4.2, 3.4.3, 3.4.4, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.6, 4.3.7, 4.3.8, 4.3.9, 4.3.10, 4.3.11, 4.3.12, 4.3.13, 4.3.14, 4.3.15, 4.3.16, 4.3.17, 4.3.18, 4.3.19, 4.3.20, 4.3.21, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 5.3.9, 5.3.11, 5.3.12, 5.3.22, 5.3.23, 5.3.30, 5.4.1, 5.4.2, 5.4.3, 5.4.4, 5.4.5, 5.4.6, 5.4.7, 5.4.8, 5.4.9, 5.4.10, 5.4.11, 5.4.12, 5.4.13, 5.4.14, 5.4.15, 5.4.16, 5.4.17.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

**Original Sheet No. 82** Original Sheet No. 82 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASUREMENT PROCEDURES (Continued)

3.6 New Measurement Techniques. If at any time during the term hereof a new method or technique is developed with respect to gas measurement, or the determination of the factors used in such gas measurement, such new method or technique may be substituted for the method set forth in this Section 3 when, in MRT's sole discretion, employing such new method or technique is advisable. MRT shall notify Customer in writing of any such election prior to actually implementing such substitution.

3.7 Gas Stream Pulsations. Gas shall be delivered to MRT free of pulsations detrimental to accurate measurement.

3.8 Testing and Repair of Equipment. The measurement and appurtenant facilities at the MRT receipt and delivery point(s) shall be kept accurate and in repair by the party operating said facilities. In order to ensure the accuracy of the measuring equipment, the party operating said equipment will perform such tests as it may deem necessary on a monthly basis or as often as MRT deems necessary in actual practice, and will repair and adjust any measuring equipment found to be inaccurate so that the registration thereof will be accurate. Each party agrees to give the other reasonable notice of such tests so that if the other party desires it may have its representatives present.

Each party shall have the right, at any time, to challenge the accuracy of any measuring equipment used hereunder and, when so challenged, the equipment shall be tested by the party operating the challenged equipment. If, upon testing, the challenged equipment is found to be in error, then it shall be repaired and calibrated. The cost of any such special testing, repair and calibration shall be borne by the party requesting the special test if the percentage of inaccuracy is found to be two percent (2%) or less; otherwise, the cost shall be borne by the party operating the challenged measuring equipment.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.4 Other than requests for authorized overrun service which may be contained in Customer's nomination form submitted pursuant to Section 5.6 herein, all requests for service shall be submitted in writing to MRT in the format specified in Section 5.6 hereof, and shall contain the following information:

(a) Identity of Customer - The exact legal name, type of legal entity, type of company, state of incorporation or state of qualification to do business, mailing and street address and the name, phone number, and telecopier number of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be provided.

(b) Type of Service Requested - Under Rate Schedule FTS, SCT, ITS, FSS, or ISS. A separate request form must be submitted for each type of service requested. Requests for Rate Schedule FSS service should also indicate if NNT service is being requested.

(c) Gas Quantities

(i) The Maximum Daily Quantity (MDQ) or Maximum Storage Quantity (MSQ) stated in MMBtu's in the aggregate and the estimated total quantity of gas to be transported or stored during the requested term of service, and for each receipt and delivery point requested, the maximum daily quantities to be received and delivered at each point.

(ii) For transportation service requested pursuant to Rate Schedules FTS and SCT, the sum of all individual maximum Primary Receipt Point quantities set forth in Exhibit A to the Service Agreement shall not exceed the Receipt Point MDQ in the aggregate, and the sum of all individual maximum Primary Delivery Point quantities set forth in Exhibit B shall not exceed the MDQ in the aggregate. Primary Receipt and Delivery Point quantities at the Unionville Storage Field shall not be added into the

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FERC Docket: RP98-404-000

**Second Revised Sheet No. 98** Second Revised Sheet No. 98 : Superseded  
Superseding: First Revised Sheet No. 98

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.6 MRT shall promptly notify a Customer if it cannot satisfy an otherwise valid request for firm service due to lack of capacity.

5.7 MRT may also reject any request, or limit the term of the Service Agreement requested by Customer, if MRT, in its reasonable judgment, determines that the service requested would utilize a portion of MRT's system such that a bottleneck would be created that would likely prevent MRT from utilizing upstream or downstream portions of its system.

5.8 In the event a request does not contain the information specified in Section 5.4 hereof, MRT shall, within ten (10) days after receipt of such request, inform Customer in writing of the specific items needed to complete a valid request. Customer shall have fifteen (15) days to provide the specified information. In the event such information is not received within fifteen (15) days or if Customer's request, as supplemented, remains incomplete and deficient, Customer's request shall be void.

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FERC Docket: RP98-404-003

**Substitute Third Rev Sheet No. 99** Substitute Third Rev Sheet No. 99 : Superseded  
Superseding: Second Revised Sheet No. 99

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

5.9 Allocation of Capacity

(a) Pursuant to Section 284.284(b) of the Commission's regulations, MRT's firm sales Customers as of the effective date of this tariff will have their contract demands under their firm sales agreements converted to firm transportation and firm storage capacity. All available firm storage capacity will be allocated to those converting firm sales Customers.

(b) FTS Customers as of the effective date of this tariff shall retain their priority to the firm system capacity for which they have contracted.

(c) If at any time MRT has transportation and/or storage capacity available which will support additional firm services, then MRT shall post the availability of such capacity and make such capacity available for firm service(s) upon receiving a valid request for such capacity. The allocation of such capacity among firm services shall be determined pursuant to this provision.

(1) Applicability: Available firm capacity shall include the following types of capacity:

- (i) Unsubscribed Capacity: capacity that is available but is not currently subscribed or capacity that is subscribed for service which service will not commence until a later date.
- (ii) Capacity under Expiring or Terminating Agreements: this capacity under an existing service agreement for which evergreen rights will not be exercised and/or the Right of First Refusal process has been completed.



GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(3) Capacity Created as a Result of Constructing Additional Facilities: Capacity available for subscription as a result of construction of additional facilities will be posted in accordance with FERC requirements and/or made available as part of an Open Season.

(b) Posting: Within five days of the date when MRT has determined that firm capacity is becoming available, MRT shall post notice and any updates to such notice on its Electronic Bulletin Board and its designated internet site of available firm capacity in accordance with FERC regulations, and such notice shall be posted between 8:00 a.m. and 10:00 a.m. Central Clock Time on regular business days. If firm capacity becomes available for subscription, such postings shall specify the type of service that is available, the dates and duration that the service will be available, the location of the available capacity and/or deliverability, any minimum terms and conditions that would be acceptable for consideration, any minimum volumes and/or rates that will be considered, whether capacity turnback will be accepted for consideration and as an alternative to construction of incremental facilities, and any other information that MRT determines to be relevant.

In the event MRT posts notice in an Open Season of minimum bid criteria which would be acceptable to MRT's allocation of capacity, unless such Open Season posting is for an expansion of MRT's facilities, MRT shall not be permitted to change or withdraw the criteria applicable to such minimum bid during the Open Season, unless no bids meeting such minimum criteria have been submitted.

Such minimum terms and conditions that MRT may prescribe will include:

Volume; term; rate; segment path, if applicable to a particular posting of capacity; whether seasonal or only annual capacity subscriptions will be accepted; whether seasonal or other operational limitations exist relative to the capacity posted; whether the capacity is only available as a backhaul; and any applicable operational conditions or limitations affecting the posted capacity.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

All postings made pursuant to this Section 5.9(c)(2) shall also specify whether a silent auction or interactive auction procedure will be utilized and the beginning and ending dates (after which time, new bids may not be submitted) of a Bidding Period, or Open Season, for the capacity, which period shall be for a minimum of:

- (a) four (4) business hours ending no later than 2:00 p.m. Central Clock Time for service offering(s) of 31 days or less; or
- (b) one business day for service offerings with a term of more than 31 days but not greater than 92 days; or
- (c) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; or
- (d) five (5) business days for service offerings with a term greater than 365 days.

(3) Submission of Open Season Requests: All requests provided to MRT during an Open Season held pursuant to Section 5.9(c)(2) shall be submitted to MRT either electronically through the Electronic Bulletin Board, designated internet site, or by facsimile. MRT will request shippers to indicate whether they are willing to accept a prorata allocation of capacity in the event MRT is unable to satisfy the full request.

(4) Rejection of Open Season Requests: MRT will reject requests for service that: (i) may detrimentally impact the operational integrity of MRT's system; (ii) do not satisfy all the terms of the specified posting; or (iii) do not meet MRT's creditworthiness standards as set forth in Section 26 of these General Terms and Conditions. MRT may reject requests that contain terms and conditions other than those set forth in MRT's FERC Gas Tariff. In the event MRT rejects a request, MRT will provide a detailed explanation to the requesting customer and provide such requesting customer an opportunity to amend its request, if applicable.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(e) Award of Capacity: MRT shall comply with Commission requirements regarding the award of available firm capacity on its system. MRT shall not be obligated to accept any rate for capacity which is less than MRT's maximum authorized rate. MRT may establish a reserve rate less than its maximum rate, which reserve rate shall not be disclosed at the time of posting but shall be recorded and maintained by MRT for a period of three (3) years for validation purposes. In the event firm capacity on MRT is available for subscription and MRT awards such capacity, such capacity shall be awarded to customers that meet MRT's creditworthiness standards (as set forth in Section 26 of the General Terms and Conditions) based upon MRT's analysis of the incremental revenues expected to be produced, lost, or affected if the request for service is accepted.

The determination of incremental revenues to MRT shall be based upon the following Bid Value and other objective and nondiscriminatory factors determined by MRT to be relevant to the granting of the request:

- (1) For each month of the term of the bid, the quantity and rate per MMBtu stated in the qualifying bid shall be multiplied together to derive a gross monthly revenue figure.
- (2) Each gross monthly revenue figure shall be divided by the maximum daily quantity of any month in the contract month and the number of days in the month to derive a bid rate.
- (3) Each bid rate shall be discounted to a net present value figure using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.67.
- (4) The net present value figures shall be summed, and the sum shall be the bid value.
- (5) The qualifying bid(s), which produces the highest bid value to MRT, will be deemed to be the best bid(s).

Notice of such other objective and nondiscriminatory factors that will be considered shall be posted on MRT's Electronic Bulletin Board and designated internet site at the time MRT posts notice of available firm capacity under Section 5.9(b). MRT shall not consider revenues from unrelated services in the determination of incremental revenues to MRT.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

Notice of such other objective nondiscriminatory factors that will be considered shall be posted on MRT's Electronic Bulletin Board and designated internet site at the time MRT posts notice of available firm capacity under Section 5.9(b). MRT shall not consider revenues from unrelated services in the determination of incremental revenues to MRT.

In its analysis, MRT will abide by Commission policy regarding the use of negotiated rates for purposes of determining the Bid Value of a request received during an Open Season. MRT shall only consider revenues generated by the reservation rate and/or guaranteed throughput volumes, proposed by the Bidder(s). For purposes of its evaluation, MRT will consider the aggregate of two or more requests for service and award the available capacity to the request or combination of requests that results in the highest incremental revenues to MRT.

If the capacity to be allocated to the highest bidder would not result in awarding all of the available capacity, then MRT, subject to the provisions herein, will award the remaining capacity to the next highest bidder(s) until all of the capacity has been awarded or until all valid bids above MRT's reserve rate have been accepted.

For any capacity awarded pursuant hereto, the successful bidder(s) and MRT will execute a new service agreement or amendment prior to the commencement of service which confirms the terms of the accepted bid(s) for the available capacity.

(f) Posting of Successful Bids: Upon a determination of the Successful Bid(s), if any, and in any event, as soon as practicable, but no later than ten (10) days after the close of the Open Season process and prior to gas flow, MRT shall post a notice on its Electronic Bulletin Board and designated internet site identifying the successful bid(s), if any, along with the Bid Value analysis employed in determining the successful bid, and shall provide the actual calculation of the Bid Value with sufficient clarity to permit bidders to duplicate the results.

(g) Binding Nature of Bids: Bids received during an Open Season may be withdrawn prior to the end of the posted Open Season period, provided, however, that a Bidder may not withdraw a bid and resubmit a bid with a lesser value. Bids that are not withdrawn before the end of the posted Open Season period are binding.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(h) Tiebreaker: If more than one bid has the same Bid Value and at least one of the Bidders with the highest Bid Value is in MRT's queue, until November 1, 1999, MRT will use the order of the Shippers and prospective Shippers in its existing queue as a tie-breaker and award available firm capacity to the tying Bidder(s) with the highest position in the queue. The use of MRT's queue for a tiebreaker will not apply to southbound capacity and will only apply to permanent firm capacity. After November 1, 1999, MRT will terminate this use of its existing queue as a tiebreaker. However, for the Main Line No.1 customers as provided in Section 5.9(1), the queue will remain in place for the purpose of allocating firm capacity that becomes available on the Main Line as a result of terminating agreements or turnback of capacity. In the event MRT's queue is not used as a tiebreaker, capacity will be awarded pro rata among the tying bidders. A bid to pay the maximum rate as it may vary from time to time for a given term will be deemed superior to a bid to pay a specified dollar rate which is equal to the maximum currently effective rate.

(i) Change of Primary Points: In determining the Bid Value of a request for a change of a primary receipt or delivery point, the actual gain or loss in revenue to MRT resulting from such change shall be considered. Requests to extend the term, increase the contract demand, or increase the rates provided under an existing service agreement with MRT shall be considered in determining the Bid Value as a request for additional service.

(j) Pre-Arranged Deals: MRT may enter into a pre-arranged service agreement with any party provided that MRT will post the terms of the pre-arranged transaction and other parties will have an opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher incremental revenue to MRT. Such incremental revenue shall be calculated in accordance with the criteria set forth above in Section 5.9(e). For purposes of its evaluation, MRT may consider the aggregate of two or more requests for service and award the available capacity to the combination of requests that results in the highest incremental revenues to MRT. If a Customer submits a bid with a higher incremental revenue to MRT, the pre-arranged Customer will have a one-time right to match the higher bid in order to obtain the capacity. If the pre-arranged Customer elects not to match a higher competing bid, the capacity will be awarded to the highest bidder whose request, if accepted, would have a higher incremental revenue to MRT.

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

(11) Disclosure of Open Season Bids: MRT shall disclose the aggregation of bids received in an Open Season for an expansion to existing shippers and to provide such shippers an opportunity to turnback their capacity after the initial Open Season if such capacity can be used to meet the demands of the Open Season Customers and offset the need for certain expansion facilities.

(12) Main Line No. 1 Customers: MRT will leave the Main Line No. 1 Customers that were allocated Main Line No. 1 capacity for a limited, three-year term as part of the Settlement Agreement in Docket No RP96-199 and the Order issued in Docket No. CP97-693 in the queue for purposes of allocating firm capacity that becomes available on the Main Line as a result of terminating agreements or turnback of capacity. Such Customers shall remain in the queue for the amount of capacity currently subscribed by such Customer on Main Line No. 1; which capacity subscription will expire on April 30, 2001 pursuant to the terms of the Settlement. Provided, however, allocation of capacity to such Customers based on its position in the queue is contingent on such Customer's agreement to pay MRT's authorized maximum tariff rates for a minimum five-year term. Such Customers will be removed from the queue on April 30, 2001 or at the time capacity on the Main Line is allocated to each Customer prior to the abandonment of the incremental Main Line No. 1 capacity or such Customer is offered such capacity at maximum rates for a five-year term and rejects it, whichever comes first.

For firm capacity that becomes available due to expansion of MRT's Main Line system and MRT is authorized rolled-in rate treatment, allocation of capacity to a Main Line No. 1 Customer based on its position in the queue is contingent upon such Customer's agreement to pay MRT's maximum tariff rates for a term that will allow MRT to recover its cost of service.

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FERC Docket: RP98-404-003

**Original Sheet No. 99G** Original Sheet No. 99G : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

5. PROCEDURES FOR REQUESTING SERVICE (Continued)

For firm capacity that becomes available due to expansion of MRT's Main Line System and MRT is authorized incremental rate treatment, allocation of capacity to Main Line No. 1 Customer based on its position in the queue is contingent upon such Customer's agreement to pay MRT's incremental rate for a term that will allow MRT to recover its cost of service. If the Main Line No. 1 capacity that is subject to the Settlement Agreement in Docket No. RP96-199 and the Order in Docket No. CP97-693 is authorized to remain in service for any period of time beyond April 30, 2001, MRT will exclude all operational costs and replacement costs from the cost of service that would be the basis for any future rates, unless otherwise agreed by MRT's Customers.

Main Line No. 1 Customers will remain in the queue for Main Line expansion capacity until April 30, 2001 or until such Customers accept Main Line expansion capacity that may be offered, whichever comes first.

GENERAL TERMS AND CONDITIONS  
(Continued)

6. FACILITIES (Continued)

install, maintain, and operate at its own expense, at or near each receipt or delivery point, such check metering equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

In the event check metering equipment is installed by either party, the other party shall have access to the same at all reasonable times, but the reading, calibration, and adjusting thereof, and the changing of the charts shall be done only by the party installing the check equipment, unless otherwise agreed upon by MRT and Customer.

6.4 Customer shall make payments within fifteen (15) days of the actual date of receipt of any billings submitted or hand delivered by MRT pursuant to this section. For purposes of this section, the bill is deemed to be received by Customer the earlier of actual receipt or three (3) business days after the postmark or postal meter date. Late payments shall be subject to Section 19 of these General Terms and Conditions. MRT, at its sole option, may submit billings to Customer up to sixty (60) days prior to commencing construction for estimated costs to be incurred by MRT as provided in this Section 6. Any such estimated billings shall be reconciled to the actual costs of construction and any deficiency owed by the Customer shall be paid within thirty (30) days of receipt of MRT's final invoice. Any amount paid by Customer in excess of the actual cost due MRT shall be promptly refunded to Customer upon completion of the work or credited to Customer's account for future services.

6.5 MRT and Customer 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 damages, 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.



Effective Date: 05/01/1996 Status: Effective  
FERC Docket: RP96-199-000

**First Revised Sheet No. 110** First Revised Sheet No. 110 : Superseded  
Superseding: Original Sheet No. 110

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of these General Terms and Conditions in addition to any other charges or remedies to which MRT may be entitled.

7.4 MRT may, upon sixty (60) days prior written notice provided to Customer or posted on MRT's EBB, delete any receipt or delivery point(s) from Customer's ITS Agreement or any secondary receipt or delivery point(s) from Customers' FTS or SCT Agreements if such point(s) will no longer be available for receipts or deliveries due to the sale of facilities, abandonment, cessation of service at or to a point, or for any other similar reason.

7.5 Receipt Point(s)

(a) Pressure. Except for receipts from storage, Customer shall use due care and diligence to maintain such pressure at the receipt point(s) necessary to effect delivery of the gas at whatever working pressures exist in MRT's system at such points from time to time; in no event, however, shall Customer tender gas for transportation at a pressure greater than the maximum pressure specified for the receipt point(s) in the Service Agreement.

(b) Constant Rates. Except for receipts from storage, Customer shall deliver all gas for transportation hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

7.6 Receipt Point Pooling

(a) Except as otherwise stated herein, all pooling agreements will be subject to these General Terms and Conditions.

(b) Supply pools may be established for an MRT line (i.e., West Line, Main Line, East Line) within a rate zone by any entity which satisfies MRT's credit criteria pursuant to Section 5.4(j) of these General Terms and Conditions and executes a pooling agreement with MRT. Receipt points in one rate zone shall not be included in a pool for another rate zone.

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FERC Docket: RP96-199-000

**First Revised Sheet No. 111** First Revised Sheet No. 111 : Superseded  
Superseding: Original Sheet No. 111

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(c) A Pool Operator must nominate the daily receipt point quantities of gas to be delivered into its pool and the total daily quantity of gas to be delivered out of its pool pursuant to MRT's nomination procedures as set forth in Section 8 of these General Terms and Conditions. Each Pool Operator must also include in its nomination the daily quantities of gas it intends to deliver to each Customer out of its pool, identifying each Customer by name and contract number.

Customers desiring to receive quantities of gas from a pool must submit a nomination designating the quantity of gas to be received from the pool and the identification code of the pool, as listed in MRT's receipt point and delivery point listing. The Customer's nomination must be made pursuant to a valid Service Agreement between MRT and the Customer. When a Customer releases capacity on a portion of a line, the Customer's firm scheduling priority for nominations from a pool on that line will be reduced by the amount of capacity released.

(d) No transfers of gas quantities between pools will be allowed during the affected month. Transfers between pools may be made pursuant to MRT's Gas Trading Program as set forth in Section 10.5 of these General Terms and Conditions.

(e) Pools will be subject to the same balancing provisions and penalties for imbalances that apply to Service Agreements.

(f) No transportation charge(s) will be assessed to Pool Owners for deliveries into or out of a pool. Pool Owners will be assessed gathering charge(s) for deliveries into a pool from a gathering point; however, Customers receiving gas out of a pool will not be assessed a gathering charge by MRT.

**First Revised Sheet No. 112** First Revised Sheet No. 112 : Superseded  
Superseding: Original Sheet No. 112

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.7 Predetermined Allocations - Receipts

(a) A receipt point operator or Pool Operator, depending on whether the tender of gas will be at a physical receipt point or from a pool, will be required to provide to MRT a "predetermined allocation (PDA) methodology for the gas to be received. The PDA methodologies which may be agreed upon in accordance with GISB Standards include: ranked, pro rata (weighted), percentage and swing. The PDA methodology provided will be utilized by MRT for the allocation of receipts. MRT shall be entitled to rely conclusively on the PDA methodology. Entities affected by the allocation of gas quantities shall be entitled to know the allocation methodology utilized, except that MRT shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. MRT shall provide daily operational allocations within one (1) business day after the day of gas flow as set forth in Section 10.1 of these General Terms and Conditions. MRT may use scheduled quantities as the basis for such reports if such information is the best information available.

(b) Two welded parties should agree on who submits PDA methodology and who allocates at the point before gas flows ("allocating party").

(c) There is no need to submit PDAs if MRT has an OBA in effect for a point.

(d) Only one PDA allocation methodology should be applied per allocation period.

(e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.

(f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.

(g) There are two types of allocations: daily and monthly.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 73-002

**Original Sheet No. 112A** Original Sheet No. 112A : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

7.7 Predetermined Allocations - Receipts (Continued)

(h) The same standard allocation methodologies should be available for use at all points.

(i) The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

(j) MRT should accept GISB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.

(k) When the allocation method is rank, swing or percentage, a new allocation detail may be needed when a nomination changes.

7.8 Preliminary Allocations - Receipts

MRT shall utilize the PDA methodologies in calculating the preliminary allocations of receipt quantities for Customers. Deviations from the PDA methodologies provided MRT shall only be allowed if all affected parties and MRT agree to such alternate allocation order.

Effective Date: 05/01/1997 Status: Effective  
FERC Docket: RP97- 73-002

**First Revised Sheet No. 114** First Revised Sheet No. 114 : Superseded  
Superseding: Original Sheet No. 114

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(b) Constant Rates. MRT shall tender and Customer shall receive gas transported hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

7.12 Delivery Point Aggregation

MRT will treat all the operationally similar delivery points of an integrated system as one delivery point. Such aggregated points shall be set forth in MRT's Services Handbook, and shall be designated with one delivery location code.

7.13 PDA - Deliveries

(a) The PDA methodology provided will be utilized by MRT for the allocation of deliveries. The PDA methodologies which may be agreed upon in accordance with GISB Standards include: ranked, pro rata (weighted), percentage and swing. Entities affected by the allocation of gas quantities shall be entitled to know the allocation methodology utilized, except that MRT shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. MRT shall provide daily operational allocations within one (1) business day after the day of gas flow as set forth in Section 10.1 of these General Terms and Conditions. MRT may use scheduled quantities as the basis for such reports if such information is the best information available.

(b) Two welded parties should agree on who submits a PDA methodology and who allocates at the point before gas flows ("allocating party").

(c) There is no need to submit PDAs if MRT has an OBA in effect for a point.

(d) Only one PDA allocation methodology should be applied per allocation period.

(e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.

GENERAL TERMS AND CONDITIONS  
(Continued)

7. CONDITIONS OF RECEIPT AND DELIVERY (Continued)

(f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.

(g) There are two types of allocations: daily and monthly.

(h) The same standard allocation methodologies should be available for use at all points.

(i) The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.

(j) MRT should accept GISB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.

(k) When the allocation method is rank, swing or percentage, a new allocation detail may be needed when a nomination changes.

7.14 Preliminary Allocations - Deliveries

The PDA methodology shall be utilized in making the preliminary allocations to Customers, as set forth in Section 7.13 above, or as otherwise agreed by MRT and the entity physically receiving the gas deliveries. Deviations from the PDA methodologies provided MRT shall only be allowed if all affected parties and MRT agree to the alternate allocation order.

7.15 Actual Allocations - Deliveries

(a) The preliminary allocations, as adjusted, shall be the actual allocations when the actual metered or allocated quantities are invoiced.

**Second Revised Sheet No. 118** Second Revised Sheet No. 118 : Superseded  
Superseding: First Revised Sheet No. 118

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT

8.1 Nomination Procedures

(a) General Procedures. A Customer, Pool Operator, or Customer's or Pool Operator's designee, shall submit to MRT's Transportation Services Department prior to the nomination deadline a written or electronically communicated nomination, in the format of MRT's nomination form as contained in MRT's Services Handbook or as displayed on MRT's electronic nomination system ("SMRT System"), containing all data elements required by GISB Standards including the following information:

(i) MRT's Service Identification Number;

(ii) Customer's or Pool Operator's name and nomination representative;

(iii) Nomination representative's telephone and telecopier number;

(iv) On-behalf-of entity (if transportation is to be performed pursuant to Subpart B);

(v) The quantities to be received in MMBtu per day by Receipt or Pool Location Code and the quantities to be delivered in MMBtu per day by Delivery or Pool Location Code for each contract and the effective dates of such quantities;

(vi) The appropriate fuel deductions; and

(vii) All nominations should include Customer defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Customers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.

(viii) All nominations, including intraday nominations, should be based on a daily quantity; thus an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in transporter's contract or tariff.

(b) The Receipt and Delivery Location Codes are provided to Customers and Pool Owners in the applicable Service Agreement and are contained in MRT's Services Handbook.

(c) If an upstream or downstream party requires additional information or additional information is otherwise required by MRT, upon notification by MRT, Customer or Pool Operator must provide such additional information as specified by MRT.

Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-418-000

**First Revised Sheet No. 119** First Revised Sheet No. 119 : Superseded  
Superseding: Original Sheet No. 119

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(d) A separate nomination shall be submitted to MRT for each Delivery Location, Agreement, and Master Capacity Release Agreement Addendum. Nominations shall not be carried forward from month to month. Once a nomination has been submitted by a Customer or a Pool Operator and accepted and confirmed by MRT, such nomination shall remain in effect until the end of the month unless changed pursuant to Section 8.1(g) herein.

(e) Transfer Nominations. Whenever gas is purchased or sold at a receipt point on MRT's system, including storage withdrawals and pooling point(s), by an entity that is not nominating the gas for receipt by MRT under a Service Agreement, that entity must submit a transfer nomination to MRT, which identifies the MMBtu quantities, the entities from whom the gas is being bought, and the entities to whom the gas is being sold. Transfer nominations must be received by MRT on or before the applicable deadlines for Customer and Pool Operator nominations. If there is more than one entity which is receiving gas from a transfer nomination, the predetermined allocation methodology to be utilized for those gas deliveries will be pro rata based upon quantities specified in the transfer nomination.

(f) Nominations shall not be submitted earlier than thirty (30) days prior to the requested effective dates listed on the nominations.

(g) Nomination Deadlines

(i) Beginning of the Month Nominations. Customers and Pool Operators must submit nominations requested to take effect on the first calendar day of the month to MRT no later than 12:00 Noon CT on the third business day prior to the first day of said month.



Effective Date: 05/01/1997 Status: Effective  
FERC Docket: RP97- 73-005

**Third Revised Sheet No. 120** Third Revised Sheet No. 120 : Superseded  
Superseding: Second Revised Sheet No. 120  
GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) The standard nominations timeline should be as follows: 11:30 a.m. for nominations leaving control of the nominating party; 11:45 a.m. for receipt of nominations by MRT, noon for quick response; 3:30 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow). The quick response by MRT will be an electronic message to those parties submitting nominations electronically advising of receipt of the nomination and of any errors in communication or missing required data elements.

(ii) All nominations should be considered original nominations and should be replaced to be changed.

(iii) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(iv) Incomplete or Late Nominations. A Customer's or Pool Operator's failure to submit properly completed nominations may result in gas not being transported, pooled, or injected or withdrawn from storage. A Customer's or Pool Operator's failure to submit a nomination by the applicable deadline may result in delays for the requested service. Late nominations will not be accepted if such acceptance would result in the curtailment of gas previously scheduled, unless MRT and all affected parties agree to the contrary.

(g) Intraday Nominations. Any nomination submitted after the nomination deadline for the day of gas flow specified in Section 8.1(f) (i) herein shall be treated as an intraday nomination. At least one (1) intraday nomination can be submitted four (4) hours prior to gas flow. Unless MRT agrees otherwise, Customers and Pool Operators may submit only one intraday nomination per contract for or during a specific gas day.

(i) Intraday nominations can be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.

Effective Date: 11/01/1998 Status: Effective  
FERC Docket: RP99- 67-000

**First Revised Sheet No. 120A** First Revised Sheet No. 120A : Superseded  
Superseding: Original Sheet No. 120A

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

The quick response by MRT will be an electronic message to those parties submitting nominations electronically advising of receipt of the nomination and of any errors in communication or missing required data elements.

(ii) All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.

(iii) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.

(iv) Incomplete or Late Nominations. A Customer's or Pool Operator's failure to submit properly completed nominations may result in gas not being transported, pooled, or injected or withdrawn from storage. A Customer's or Pool Operator's failure to submit a nomination by the applicable deadline may result in delays for the requested service. Late nominations will not be accepted if such acceptance would result in the curtailment of gas previously scheduled, unless MRT and all affected parties agree to the contrary.

(g) Intraday Nominations. Any nomination submitted after the nomination deadline for the day of gas flow specified in Section 8.1(f) (i) (A) herein shall be treated as an intraday nomination. Unless MRT agrees otherwise, until April 1, 1999, Customers and Pool Operators may submit only one intraday nomination per contract for or during a standard nomination cycle (excluding corrections of errors identified in the quick response). Thereafter, for services that provide for intraday nominations and scheduling, there will be no limitation as to the number of intraday nominations (line items as per GISB Standard 1.2.1) which a Customer or Pool Operator may submit at any one standard nomination cycle or in total across all nomination cycles. An intraday nomination is effective only for the day specified in the nomination, must be submitted at least four (4) hours prior to the requested change in gas flow, and remains in effect through the end of such day.

Effective Date: 11/01/1998 Status: Effective  
FERC Docket: RP99- 67-002

**Sub Original Sheet No. 120B** Sub Original Sheet No. 120B : Superseded  
Superseding: Original Sheet No. 120B

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) Intraday nominations can be used to nominate new supply or market or to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.

(ii) Intraday nominations do not rollover (i.e. intraday nominations span one (1) day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intraday nomination modifies existing nomination.

(iii) MRT will give scheduling priority to service under Rate Schedule NNTS and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. Otherwise, MRT will not accept or confirm an intraday nomination that would result in a change to any other Customer's or Pool Operator's scheduled and flowing quantities for that day without their prior consent. MRT will provide advance notice using the mechanisms provided for in Section 9.6 below for notifying Customers of OFOs to interruptible Customers of reductions in scheduled and/or flowing quantities resulting from intraday nominations by firm Customers in accordance with Section 8.1(f)(i) above. MRT will notify any such interruptible customer if any penalties will apply on the day its scheduled and/or flowing quantities are reduced. If MRT does not notify an interruptible Customer in advance of reductions in scheduled and/or flowing quantities due to an intraday nomination by a firm Customer, no penalties will be imposed by MRT on such interruptible Customer for the day of the reduction. No penalties other than penalties assessed during periods in which OFOs and/or curtailment orders are in effect will be imposed by MRT on interruptible Customers whose scheduled and/or flowing quantities were reduced due to firm Customers' intraday nominations.

(iv) Intraday nominations submitted on the day prior to gas flow, if scheduled, will take effect at the start of the next gas day.

(h) Nomination Confirmation. MRT shall contact the appropriate upstream and downstream parties to confirm the nominated quantities.

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(i) Confirmation of Nominations. Unless the confirming Parties have agreed to Confirmation by Exception, after the nomination deadline for a cycle that has passed MRT will contact the upstream pipeline or point operator for confirmation of gas deliveries to MRT, and the downstream pipeline or point operator for confirmation of gas receipts from MRT. The confirmation process will be completed between MRT and the appropriate pipeline or point operator by the times provided in Section 8.1(f) (i). MRT will make available to Customers, Pool Operators and point operators by the times provided in Section 8.1(f) (i) all scheduled and confirmed quantities. At a receipt or delivery point, unless MRT and the appropriate pipeline or point operator agree otherwise, the following shall be the confirmed quantities:

- (A) For nominations submitted pursuant to Section 8.1(f) (i) (A) above, and for intraday nominations (including nominations pursuant to Section 8.1(f) (i) (B) above) which are increases, the lesser of rule (confirmed or nominated flow) applies when confirming.
- (B) For nominations submitted during the nomination cycle described in Section 8.1(f) (i) (A) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the lesser of the new nomination or previously scheduled quantity applies.
- (C) For nominations for increases submitted during the nomination cycles pursuant to Sections 8.1(f) (i) (B), (C) and (D) above, if there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the previously scheduled quantity should be the new confirmed quantity.
- (D) For intraday nominations and nominations pursuant to Section 8.1(f) (i) (B) above which are decreases, the lesser of rule (confirmed or nominated flow) applies when confirming, but in any event no less than the elapsed-prorated-scheduled quantity shall be confirmed.
- (E) If there is no response to a Request for Confirmation or an unsolicited Confirmation Response, the greater of the nominated quantity or the elapsed-prorated-scheduled quantity shall be confirmed.

**Sub Second Revised Sheet No. 126** Sub Second Revised Sheet No. 126 : Superseded  
Superseding: First Revised Sheet No. 126

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(j) If a Customer nominates receipts from more than one pool and a conflict arises as to which pool receives the Customer's higher scheduling priority, then the Customer's priority shall be prorated between or among the affected pools.

(k) MRT shall redetermine the priority of each Customer and Pool Operator under Section 8.2 and reallocate capacity hereunder on a periodic basis as is necessary for MRT to recognize the priority of new Customers and Pool Operators or to reflect any changes in the priorities of existing Customers and Pool Operators, to assure service to its firm Customers, and to accommodate the operational requirements of the system.

(l) MRT shall have the unqualified right to interrupt Transportation Services, Storage Services, or both at any time under MRT's interruptible rate schedules to provide service under MRT's firm rate schedules pursuant to a properly submitted nomination or under Rate Schedule NNT. MRT will give scheduling priority to service under Rate Schedule NNTS and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. MRT shall interrupt interruptible and authorized overrun quantities in sequence pursuant to the priorities specified in Section 8.2 herein, from lowest to highest priority. MRT shall notify any Customer whose service is to be interrupted pursuant to this provision in accordance with Section 8.1(f)(i) above. However, if, in order to provide No Notice Transportation service pursuant to the terms and conditions of Rate Schedule NNT, MRT is required to interrupt a lower priority service, MRT shall notify any Customer whose service is to be interrupted as soon as is reasonably practicable.

(m) In making reductions in nominated quantities during the scheduling process, MRT will use Customer or Pool Operator provided rankings for service under its Service Agreement if not in conflict with the priorities set forth in Section 8 of these General Terms and Conditions.

(n) For nominations pursuant to the cycle described in Section 8.1(f)(i)(A) above, MRT will complete the scheduling process and provide information on scheduled quantities by 4:30 p.m. CT on the day prior to gas flow.

8.3 Curtailment of Services

(a) MRT shall have the right to curtail or discontinue Transportation Services, Storage Services, or both in whole or in part on all or a portion of its system at any time for reasons of force majeure or when in MRT's sole judgment reasonably exercised, capacity or operating conditions so require. MRT shall provide Customers such notice of the curtailment as is reasonable under the circumstances.

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**Sub First Revised Sheet No. 127** Sub First Revised Sheet No. 127 : Superseded  
Superseding: Original Sheet No. 127

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT (Continued)

(b) In the event of a curtailment pursuant to Section 8.3(a) above, interruptible and authorized overrun services shall be curtailed first. Interruptible and authorized overrun services shall be curtailed from lowest to highest rate. Interruptible and authorized overrun Customers may elect to waive discounts during curtailments; any such election shall be reflected in any discount agreement between MRT and the Customer. Interruptible and authorized overrun services at maximum rate shall be curtailed after all discounted interruptible and authorized overrun services have been curtailed. In the event interruptible and authorized overrun transportation services at the same rate must be curtailed, quantities without flowing priority (as defined in Section 8.2(c)(v) shall be curtailed before quantities with flowing priority. In the event that interruptible and authorized overrun service at the same rate with the same flowing priority (if applicable) must be curtailed, service shall be curtailed pro rata based on confirmed nominations. Following the curtailment of all interruptible and authorized overrun transportation services, firm transportation service shall be curtailed pro rata based on each Customer's MDQ in each zone. Following the curtailment of all interruptible and authorized overrun storage withdrawals, firm storage withdrawals shall be curtailed pro rata based on each Customer's current maximum daily deliverability. Following the curtailment of all interruptible and authorized overrun storage injections, firm storage injections will be curtailed pro rata based on contracted storage capacity.

(c) All volumes received and/or taken in violation of MRT's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of gas for which a charge of \$20.00 per MMBtu shall be assessed in addition to any other applicable rate, charge or penalty. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption, in violation of curtailment or interruption orders issued by MRT, which orders may be given by telephone, confirmed by facsimile transmission or any other reasonable means.

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FERC Docket: RS92- 43-004

Original Sheet No. 132 Original Sheet No. 132 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

9.5 If, in MRT's sole discretion, it is necessary or desirable in order to preserve the overall operational integrity of MRT's system, MRT may issue:

- (a) Operational Flow Orders,
- (b) System Protection Warnings, or
- (c) System Integrity Alerts.

9.6 MRT will post Operational Flow Orders, System Protection Warnings and System Integrity Alerts on its Electronic Bulletin Board or provide notice to its Customers by any other reasonable means.

9.7 Operational Flow Orders

(a) An Operational Flow Order may be noticed if MRT determines that changes in receipts or deliveries are necessary to maintain overall operational integrity and to enable MRT to provide the services set forth in this tariff. The Operational Flow Order shall identify with specificity the operational problem to be addressed, the action(s) Customers must take, the time by which Customers must take the specified action(s), and the period during which the order will be in effect. MRT will provide as much advance notice to affected Customers as is operationally feasible before issuing an Operational Flow Order.

(b) An Operational Flow Order may require a Customer to take any of the following actions, or similar actions:

(i) In the case of a storage Customer, to inject gas into or withdraw gas from storage in accordance with a schedule ordered by MRT. Injections or withdrawals may be required at any time during the year.

(ii) Commence or increase supply inputs into MRT's system or at specific points, or shift such supply inputs (in whole or in part) to different points; or, alternatively, cease or reduce deliveries from MRT's system or at specific points.

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FERC Docket: RS92- 43-005

**Sub Original Sheet No. 133** Sub Original Sheet No. 133 : Superseded  
Superseding: Original Sheet No. 133

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

(iii) Cease or reduce supply inputs into MRT's system or at specific points; or, alternatively, commence or increase deliveries of gas from MRT's system or from specific points, or shift deliveries to different points.

(iv) Eliminate transportation imbalances.

(v) Change the storage/supply delivery mix.

(vi) Such other actions as are within Customer's control which would tend to alleviate the situation to be addressed.

(c) No penalties will apply to actions taken in accordance with Operational Flow Orders. Imbalances attributable to complying with Operational Flow Orders which are not eliminated during the current month will be valued at 100% of the average of the Weekly Reference Spot Prices as set forth in Section 10.5 of these General Terms and Conditions for the period the Operational Flow Order is in effect. At the affected Customer's election, provided to MRT in writing by the first business day of the month following the month in which the Operational Flow Order was issued, such imbalances may be made up with in kind volumes within 30 days or such longer period as MRT and the Customer may agree. MRT shall also provide a daily reservation charge credit to each Customer whose firm capacity is diminished by an Operational Flow Order issued as a result of MRT's negligence. The daily reservation charge credit shall be equal to the actual daily diminution of capacity multiplied by the Customer's Monthly Reservation Charge computed at 100% load factor for the duration of the Operational Flow Order.

(d) MRT may issue an Operational Flow Order requesting that a Customer exceed its primary receipt point or primary delivery point MDQ, but compliance with such a request shall be voluntary.



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FERC Docket: RS92- 43-005

**Sub Original Sheet No. 134** Sub Original Sheet No. 134 : Superseded

Superseding: Original Sheet No. 134

GENERAL TERMS AND CONDITIONS

(Continued)

9. SYSTEM MANAGEMENT (Continued)

(e) MRT may issue an Operational Flow Order requiring Customers to increase receipts into MRT's system at the NGPL-Clinton County and Trunkline-Clay County receipt points to replicate the system flows necessary to preserve the overall operational integrity of the system. MRT may need to issue Operational Flow Orders at these critical points at any time. Each Customer's pro rata share of any such receipt requirement shall be based on the ratio of its Primary Receipt Point MDQ at those receipt points to the total Primary Receipt Point MDQ of all Customers at those receipt points. If a Customer does not increase receipts into MRT's system at the NGPL-Clinton County and Trunkline-Clay County receipt points in response to an Operational Flow Order issued pursuant to this subsection, the Customer shall not be subject to a penalty; however, any diminution of MRT's East Line deliverability of any amount which results from the Customer's failure to comply with such an Operational Flow Order shall be borne by the noncomplying Customer(s). At all other receipt points, in response to Operational Flow Orders, Customers must increase receipts up to their Receipt Point MDQs to the extent that they have sufficient gas supplies available to enable them to comply with such Operational Flow Orders.

(f) Any Customer which fails to adjust its receipts and/or deliveries in compliance with an Operational Flow Order, subject to the other provisions of this section, shall be assessed a penalty of \$10.00 per MMBtu for any daily variance from its nomination, as revised by the Operational Flow Order, of the greater of 3% or 1,000 MMBtu. Variances which improve system integrity will not be penalized.

(g) Any Customer failing to abide by an Operational Flow Order issued pursuant to this Section shall be subject to any applicable penalties, shall be responsible for damages, and shall indemnify MRT against any claims by third parties resulting from the Customer's failure to comply with the Operational Flow Order.

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FERC Docket: RS92-43-006

Original Sheet No. 139 Original Sheet No. 139 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

9. SYSTEM MANAGEMENT (Continued)

(f) Any Customer which fails to adjust its receipts and/or deliveries in compliance with an Operational Flow Order, subject to the other provisions of this section, shall be assessed a penalty of \$10.00 per MMBtu for any daily variance from its nomination, as revised by the Operational Flow Order, of the greater of 3% or 1,000 MMBtu. Variances which improve system integrity will not be penalized.

(g) Any Customer failing to abide by an Operational Flow Order issued pursuant to this Section shall be subject to any applicable penalties, shall be responsible for damages, and shall indemnify MRT against any claims by third parties resulting from the Customer's failure to comply with the Operational Flow Order.

9.8 System Protection Warnings

(a) A System Protection Warning may be noticed if MRT anticipates problems which threaten overall operational integrity on any portion or all of its system. The System Protection Warning will identify the portion of MRT's system which is affected and the estimated duration of the warning. It will also state whether the potential system integrity problem is anticipated to be caused by excess gas or a gas deficiency.

(b) While a System Protection Warning is in effect, Customers are required to minimize any variances between scheduled quantities and actual flows. Customers are also required to minimize any imbalance between receipts and deliveries. Deviations from scheduled quantities or imbalances which benefit overall system operation will be permitted without penalty.

(c) Receipt and delivery of make up gas pursuant to Section 10 may be suspended while a System Protection Warning is in effect. Make up quantities which benefit overall system operations may be permitted without penalty.

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FERC Docket: RS92- 43-004

**Original Sheet No. 141** Original Sheet No. 141 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING

10.1 Customers shall use their best efforts to avoid delivering or receiving quantities of gas which deviate from the quantities of gas scheduled by MRT for transportation and redelivery hereunder, and shall keep MRT advised of any material deviations from the quantities scheduled. Each Customer shall have the responsibility to maintain a concurrent balance between receipts and deliveries, adjusted for appropriate fuel reimbursement, based upon the best information available to the Customer. MRT will provide to its Customers through its electronic communication system gas flow information each day and Customers will be able to access such information. MRT shall also make available to each Customer any other information regarding daily receipts and daily deliveries for Customer's account which MRT possesses.

10.2 If deliveries by MRT are greater or less than the corresponding receipts of gas by MRT for transportation, less any gas retained for fuel reimbursement, the imbalance shall be adjusted or corrected in accordance with the terms of this section in addition to any other charges or remedies to which MRT may be entitled.

10.3 Receipt Variance Penalty

(a) For purposes of this section, a "Receipt Variance Period" is defined as a period of seven consecutive days during a month.

(b) If the actual, or if unavailable the estimated, quantity of gas received by MRT from a Customer or Pool Operator within a zone pursuant to a transportation service agreement or pooling agreement varies, either positively or negatively, by the greater of 10% or 50 MMBtu from the quantity scheduled during a Receipt Variance Period, then MRT may notify the Customer or Pool Operator in writing of a required make up amount. The required make up amount for each Receipt Variance Period will be no greater than the quantity which exceeds the above stated tolerance level. The Customer or Pool Operator is required to make up the required make up amount within the next five days following the receipt of notification from MRT.

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

(c) Make up quantities may be suspended while a System Protection Warning or a System Integrity Alert is in effect. In such instances, the Customer or Pool Operator will be given an extension of time to make up the required make up amount equivalent to the duration of the suspension, or MRT may waive the make up requirement on a nondiscriminatory basis.

(d) A penalty will be imposed on any uncorrected make up quantities at the end of the five day make up period. The penalty will be equal to the amount of the uncorrected make up quantity multiplied by the maximum ITS tariff rate set forth on Sheet No. 7 of this tariff.

10.4 Pre-Existing Imbalances

(a) In order to facilitate the transition to cash balancing, Customers with imbalances existing as of the effective date of this tariff (pre-existing imbalances) will be given two options to correct such imbalances.

(i) Option 1

Customers may cash out their pre-existing imbalances at MRT's weighted average cost of Customers' imbalance gas as reflected on MRT's accounting records as of the effective date of this tariff. Customers desiring to utilize this option must notify MRT within thirty (30) days of the effective date of this tariff. After the thirty day period for notification, this option will not be available to correct pre-existing imbalances.

(ii) Option 2

Customers will be given three (3) months to correct such imbalances in kind. Pre-existing imbalances due MRT remaining at the end of the three month period will be cashed out at MRT's weighted average cost of Customers' imbalance gas as of the effective date of this tariff plus applicable carrying charges. For pre-existing imbalances

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FERC Docket: RS92- 43-004

**Original Sheet No. 143** Original Sheet No. 143 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

remaining at the end of the three month period due Customer, MRT shall retain the excess gas at no cost, free and clear of any adverse claims by any party, and the imbalance shall be deemed eliminated. Any current month imbalance created subsequent to the effective date of this tariff will first be applied to correct any pre-existing imbalance.

10.5 Monthly Balancing

(a) By the twenty-fifth day of each month, MRT shall notify each Customer receiving service under Rate Schedule FTS, ITS or SCT, or Pool Operator, in writing of the Customer's or Pool's estimated or actual imbalance based upon the quantities received and delivered in the prior month.

(b) MRT shall determine the imbalance quantity for each month on an MMBtu basis.

(c) No Notice Transportation (NNT) Service Monthly Balancing Option

(i) An NNT Customer must notify MRT prior to the beginning of the month of its election to use the monthly balancing service contained in this Section 10.5(c) herein.

(ii) MRT will automatically inject quantities into or adjust quantities from storage to accommodate the daily variance between actual receipts and actual deliveries, adjusted for fuel reimbursement, provided the NNT Customer holds sufficient firm storage capacity, storage inventory and deliverability, and firm transportation capacity to accommodate such adjustments, and such injection and withdrawal conforms to the schedules set forth in Rate Schedule FSS.

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FERC Docket: RP99- 67-002

**First Revised Sheet No. 144** First Revised Sheet No. 144 : Superseded  
Superseding: Original Sheet No. 144

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING

10.1 Customers shall use their best efforts to avoid delivering or receiving quantities of gas which deviate from the quantities of gas scheduled by MRT for transportation and redelivery hereunder, and shall keep MRT advised of any material deviations from the quantities scheduled. Each Customer shall have the responsibility to maintain a concurrent balance between receipts and deliveries, adjusted for appropriate fuel reimbursement, based upon the best information available to the Customer. MRT will provide to its Customers through its electronic communication system gas flow information each day and Customers will be able to access such information. MRT shall also make available to each Customer any other information regarding daily receipts and daily deliveries for Customer's account which MRT possesses.

10.2 If deliveries by MRT are greater or less than the corresponding receipts of gas by MRT for transportation, less any gas retained for fuel reimbursement, the imbalance shall be adjusted or corrected in accordance with the terms of this section in addition to any other charges or remedies to which MRT may be entitled.

10.3 Receipt Variance Penalty

(a) For purposes of this section, a "Receipt Variance Period" is defined as a period of seven consecutive days during a month.

(b) If the actual, or if unavailable the estimated, quantity of gas received within a zone by MRT from a Customer or Pool Operator pursuant to a transportation service agreement or pooling agreement varies, either positively or negatively, by the greater of 10% or 50 MMBtu from the quantity scheduled during a Receipt Variance Period, MRT may impose a penalty equal to the amount of the variation in excess of the tolerance, multiplied by the maximum Rate Schedule ITS rate set forth on Sheet No. 7 of this tariff. However, if an interruptible Customer's scheduled and/or flowing quantities for a day are reduced to an intraday nomination by a firm Customer, and the interruptible Customer did not receive advance notice of such reduction in accordance with Section 8.1(f) (i) above, such day's scheduled and received quantities will not be considered to be part of the variation for the applicable Receipt Variance Period.

Effective Date: 05/01/1996 Status: Effective

FERC Docket: RP96-199-000

**Third Revised Sheet No. 146** Third Revised Sheet No. 146 : Superseded  
Superseding: Second Revised Sheet No. 146

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

10.4 Monthly Balancing

(a) By the twenty-fifth day of each month, MRT shall notify each Customer receiving service under Rate Schedule FTS, ITS or SCT, or Pool Operator, in writing of the Customer's or Pool's estimated or actual imbalance based upon the quantities received and delivered in the prior month.

(b) MRT shall determine the imbalance quantity for each month on an MMBtu basis.

(c) No Notice Transportation (NNT) Service Monthly Balancing Option

(i) An NNT Customer must notify MRT prior to the beginning of the month of its election to use the monthly balancing option contained in this Section 10.4(c).

(ii) If MRT receives such notification, MRT will automatically adjust an NNT Customer's storage, injections or withdrawals to accommodate the Customer's variance between actual receipts and actual deliveries under a transportation contract, adjusted for fuel reimbursement in accordance with the terms and conditions of the NNT balancing option selected. Such adjustments to injections or withdrawals must conform to the schedules set forth in Rate Schedule FSS and the provisions related thereto.

(d) Cash Balancing

(i) Each monthly imbalance quantity will be assigned a dollar value based upon the level of the imbalance and the charts set forth in this Section 10.4. For purposes of these charts, "Weekly Reference Spot Price" is defined as a weighted average based upon an individual week's published listing of spot prices in Natural Gas Week or other standard industry publication for gas delivered at locations identified by MRT and posted prior to each month by MRT on

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FERC Docket: RP96-199-000

**Second Revised Sheet No. 149** Second Revised Sheet No. 149 : Superseded  
Superseding: First Revised Sheet No. 149

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

(ix) Any imbalances resulting from revised flow information that are determined after the transportation or storage for that month has been billed will be cashed out at the first tier dollar values set forth in Section 10.4(d)(ii) hereof after any necessary revised NNT storage adjustments have been made.

10.5 Gas Trading Program

(a) The Gas Trading Program will be available to permit Customers to trade gas to offset individual contract imbalances incurred during the same month.

(b) A Customer transmits for posting to the Electronic Bulletin Board a "Buy" or "Sell" message setting forth the quantity of gas it desires to buy or sell, and a telephone contact. Parties interested in negotiating a trade must contact directly the posting Customer.

(c) To consummate a gas trade, the parties agreeing to trade must telecopy to MRT a gas trading form indicating their agreement to the trade, the amount to be traded, and the receipt point(s) where the traded gas was sourced. The receipt point(s) listed on the trade form must be valid under the receiving party's contract. MRT will only approve trades which will not harm MRT operationally or financially. MRT will indicate its approval on the trading forms and telecopy the approved forms to the parties involved. MRT will then transfer the receipt quantities traded between the appropriate contracts and update the allocations and balancing statements for each Customer for the affected month.

(d) For each month, MRT will establish a Gas Trading Period during which MRT will accept gas trading forms. The Gas Trading Period will last at least ten (10) days, and MRT will provide at least three (3) days prior notice of each Gas Trading Period on its Electronic Bulletin Board.



**Second Revised Sheet No. 150** Second Revised Sheet No. 150 : Superseded  
Superseding: First Revised Sheet No. 150

GENERAL TERMS AND CONDITIONS  
(Continued)

10. TRANSPORTATION BALANCING (Continued)

(e) Receipt Variance Penalties will not be affected by gas trading.

(f) Monthly imbalance dollar values will be recalculated for gas trades. If the applicable transportation or gathering charges would change because of the gas trade, the trading Customers will be individually responsible for the resulting billing adjustment for their individual contracts.

10.6 Operational Balancing Agreements

(a) MRT may enter into Operational Balancing Agreements (OBAs) with entities whose facilities interconnect with MRT's facilities. MRT shall negotiate in good faith and enter into such OBAs with interconnecting entities on a not unduly discriminatory basis in the basic form of agreement set forth as part of this tariff or, at MRT's option, in the basic form of agreement set forth in the interconnecting party's tariff.

(b) MRT shall only enter into OBAs with interconnecting entities subject to the following conditions:

(i) there is electronic gas measurement or similar equipment to provide accurate and timely flow information at the interconnection point;

(ii) the interconnecting entity and MRT must have been receiving or delivering gas volumes to one another's system for at least one (1) year without significant and unresolved imbalance levels; and

(iii) the interconnecting entity must satisfy the credit criteria set forth in Section 5 of these General Terms and Conditions.

(c) OBAs will set forth a mutually agreeable procedure for dealing with imbalances between scheduled flows and actual flows at the point of interconnection. If and to the extent that an OBA governs an imbalance at an interconnection point, the Customers

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**Original Sheet No. 153** Original Sheet No. 153 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

11. POSSESSION OF GAS AND RESPONSIBILITY (Continued)

payment and satisfaction of, any taxes and all claims of every nature whatsoever in, to, or in respect of gas delivered by it; and Customer hereby agrees to defend at its cost, and, when notified by MRT, to indemnify, and defend if requested by MRT, MRT against all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claims to the gas delivered to MRT. MRT assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas delivered at the receipt point(s) and Customer or its seller shall pay all such royalties or other interests upon or in respect to such gas.

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FERC Docket: RS92- 43-004

**Original Sheet No. 154** Original Sheet No. 154 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

12. FORCE MAJEURE

12.1 Definition. 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, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military authority, civil disturbances, explosions, breakage, accidents, emergency tests, maintenance or repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, inability to obtain or unavoidable delay in obtaining material and equipment, interruption of service under any necessary transportation or exchange agreement affecting service under the applicable Service Agreement and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.

12.2 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, other than the obligation to make payment, insofar 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 insofar as possible be remedied with all reasonable dispatch.

13. UNAUTHORIZED GAS

13.1 Any quantity of gas delivered to MRT's system which was not scheduled under and which cannot be identified as being delivered pursuant to a currently effective Service Agreement or Pool Agreement, or which cannot be allocated to any Operational Balancing Agreement, will be treated as unauthorized gas. MRT shall give notice in writing to the appropriate Pool Operator or Point Operator of the unauthorized gas, and such notice will be posted on MRT's Electronic Bulletin Board. The unauthorized gas posting will remain on the Electronic Bulletin Board for the lesser of ninety (90) days or until a valid claim has been received by MRT.

GENERAL TERMS AND CONDITIONS  
(Continued)

13. UNAUTHORIZED GAS (Continued)

13.2 If a valid claim and a valid assignment to either a Service Agreement, Pool Agreement, or Operational Balancing Agreement are received:

(a) Within three (3) business days of the posting, no penalty shall be assessed under this section, but penalties pursuant to other tariff provisions may be assessed.

(b) After three (3) business days but within sixty (60) calendar days of the posting, MRT shall assess a penalty of \$.50 per MMBtu to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.

(c) After sixty (60) calendar days of the posting, MRT shall assess a penalty of \$1.00 per MMBtu to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.

13.3 If a valid claim and a valid assignment to a Service Agreement, Pool Agreement, or Operational Balancing Agreement are not received within ninety (90) calendar days of the notice, MRT shall retain such unauthorized gas at no cost to MRT, free and clear of any adverse claims.

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(iv) The minimum and the maximum price for the released capacity. Such rates shall be no less than MRT's minimum applicable tariff reservation rate and shall not be greater than the Maximum Firm Transportation Charge which may be stated as a one-part rate no greater than the one hundred percent (100%) load factor equivalent of MRT's Maximum Firm Transportation Charge.

(v) The name of any Pre-Arranged Replacement Customer, if the Releasing Customer has already found a willing purchaser for its capacity.

(vi) An objective and nondiscriminatory economic standard for determining the Winning Bid. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).

(vii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.

(viii) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.

(ix) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer.

(b) The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall its capacity. The Releasing Customer must comply with MRT's deadlines for nominations in order for gas flow to begin when the reclamation of the Releasing Customer's capacity becomes effective.

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**First Revised Sheet No. 162** First Revised Sheet No. 162 : Superseded  
Superseding: Original Sheet No. 162

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE

14.1 Definitions

(a) The term "Approved Bidder" shall mean any Potential Bidder that has met MRT's credit criteria as set forth in Section 5.4 of these General Terms and Conditions and has executed a Master Capacity Release Agreement.

(b) The term "Best Bid" shall mean the Qualifying Bid of the highest value that meets the objective and nondiscriminatory economic standard set forth in the Releasing Customer's Release Offer, or the economic standard set forth in Section 14.7 herein if the Releasing Customer did not include such standard in its Release Offer, and that meets all other terms and conditions of the Release Offer.

(c) The term "Bid" shall mean an offer to take assignment of capacity pursuant to a Release Offer subject to this Section.

(d) The term "Master Capacity Release Agreement" shall mean the form of service agreement set forth in this tariff that must be executed by a Potential Bidder that has met MRT's credit criteria pursuant to Section 5.4 of these General Terms and Conditions in order to contract for capacity offered for release.

(e) The term "Maximum Firm Transportation Charge" shall mean MRT's maximum applicable tariff reservation rate(s) applicable to the released capacity, plus all fees, surcharges, transition, or other costs owed by the Releasing Customer to MRT.

(f) The term "Potential Bidder" shall mean any person or entity who desires to place a bid for a Release Offer pursuant to this Section.

(g) The term "Pre-Arranged Release" shall mean the binding agreement between a Releasing Customer and a Pre-Arranged Replacement Customer pertaining to the release of firm capacity, subject to this Section 14.

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FERC Docket: RP95-287-000

**First Revised Sheet No. 163** First Revised Sheet No. 163 : Superseded  
Superseding: Original Sheet No. 163

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(h) The term "Pre-Arranged Replacement Customer" shall mean a person or entity who has entered into a Pre-Arranged Release with a Releasing Customer for firm capacity rights.

(i) The term "Qualifying Bid" shall mean an offer from an Approved Bidder to take assignment of capacity pursuant to a Release Offer that meets the minimum terms and conditions of the Release Offer and the terms and conditions of this tariff.

(j) The term "Release Offer" shall mean the information required by Section 14.3 herein provided by a Releasing Customer that desires to assign its Part 284 firm capacity, excluding any capacity certificated pursuant to Part 157 of the Commission's regulations, to a Replacement Customer.

(k) The term "Releasing Customer" shall mean any Customer holding firm capacity on MRT's system that desires to release its capacity on a temporary or permanent basis subject to the terms and conditions set forth in this Section 14.

(l) The term "Replacement Customer" shall mean a Customer receiving firm capacity rights of a Releasing Customer pursuant to a Release Offer under this Section 14.

(m) The term "Winning Bid" shall mean the Best Bid as determined by Section 14.7 herein.

(n) The term "Winning Bidder" shall mean the Approved Bidder that submits the Winning Bid.

14.2 Availability

(a) Any Releasing Customer may utilize the procedures set forth in this Section 14 to offer to release all or any part of its Part 284 firm capacity on a temporary or permanent basis. A Releasing Customer must utilize MRT's Electronic Bulletin Board (EBB) for the posting of its Release Offer for bid as set forth herein or for the transmittal of information for posting to MRT's EBB pursuant to Sections 14.5(c) (i) and 14.5(d).

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FERC Docket: RP97- 73-002

**Second Revised Sheet No. 164** Second Revised Sheet No. 164 : Superseded  
Superseding: First Revised Sheet No. 164

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(b) Any party desiring to obtain capacity on MRT's system may transmit for posting to MRT's EBB notice of its capacity needs; however, any capacity released to such parties must be released in accordance with the terms and conditions set forth herein.

14.3 Basic Terms of Release Offers

(a) Except for Pre-Arranged Releases as provided in Sections 14.5(c)(i) and 14.5(d), a Releasing Customer must notify MRT of its Release Offer by transmitting its Release Offer to MRT's EBB for posting. A Release Offer shall contain the following information:

(i) The quantity of firm capacity to be released, which shall not be greater than the Releasing Customer's maximum daily contract quantity as set forth in its contract.

(ii) The specific path of the released capacity, including the receipt and delivery point capacity which will be released. The release can be for all or any portion of the Releasing Customer's primary path capacity, including any portion or segment of the Releasing Customer's primary path, and any receipt and delivery points within the primary path, subject to the priority of firm Customers utilizing such points as primary points. Firm Customers shall not release capacity in excess of their MDQ.

(iii) The term of the release, which term must be for at least one day commencing at nine o'clock (9:00) a.m. CT.



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FERC Docket: RP97- 73-002

**Second Revised Sheet No. 165** Second Revised Sheet No. 165 : Superseded  
Superseding: First Revised Sheet No. 165

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(iv) The minimum and the maximum price for the released capacity (stated in either dollars and cents or as a percentage of MRT's Maximum Firm Transportation Charge). Such rates shall be no less than MRT's minimum applicable tariff reservation rate(s) applicable to the released capacity and shall not be greater than the Maximum Firm Transportation Charge which may be stated as a one-part rate no greater than the one hundred percent (100%) load factor equivalent of MRT's Maximum Firm Transportation Charge. MRT will support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.

(v) The name of any Pre-Arranged Replacement Customer, if the Releasing Customer has already found a willing purchaser for its capacity.

(vi) An objective and nondiscriminatory economic standard for determining the Winning Bid. The capacity release schedule set forth in Section 14.4 below shall not apply unless the Releasing Customer selects one of the following economic standards: Highest Rate, Net Revenue, or Present Value. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).

(vii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.

(viii) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.

(ix) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer.

(x) Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per-release quantity for storage capacity and total release period quantity.

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 43-009

**Sub Original Sheet No. 166** Sub Original Sheet No. 166 : Superseded  
Superseding: Original Sheet No. 166

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(i) If the recall will not result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the recall shall be self-implementing. The Releasing Customer shall submit a revised nomination to MRT by telecopier or electronic nomination indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon MRT's receipt of the revised nomination and thereafter MRT shall allocate all gas quantities transported utilizing the recalled capacity to the Releasing Customer. The Releasing Customer shall provide any and all required notifications of the recall to the Replacement Customer and any other affected party.

(ii) If the recall will result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the Releasing Customer shall submit a revised nomination to MRT in accordance with the nomination deadlines set forth in Section 8 of these General Terms and Conditions indicating that the capacity is being recalled. As provided in Rate Schedule NNT, NNT Customers' nominations to utilize their recalled capacity shall not be subject to those deadlines. The Releasing Customer shall provide prior written notice of its recall to its Replacement Customer and all affected suppliers, and simultaneously telecopy the notifications to MRT. The Releasing Customer shall also provide the necessary notifications to any other affected party.

(iii) In the event of a dispute respecting any recall, MRT shall be entitled to rely on the revised nomination provided MRT by the Releasing Customer indicating the recall in allocating gas quantities and assessing the applicable charges, and the Releasing and Replacement Customers shall indemnify and hold MRT harmless in any dispute involving the recall from any costs, damages, or expenses resulting from MRT's reliance on the revised nomination.

(c) Releasing Customers shall not require any credit evaluation criteria separate from the criteria set forth in Section 5.4(j) of these General Terms and Conditions.

Effective Date: 05/01/1996 Status: Effective  
FERC Docket: RP96-199-000

**Third Revised Sheet No. 167** Third Revised Sheet No. 167 : Superseded  
Superseding: Second Revised Sheet No. 167  
GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

14.4 Procedure for the Submission of Release Offers for Posting  
and Bid on MRT's EBB

(a) Release Offers for any period of more than thirty-one  
(31) days shall be posted for bid on MRT's EBB in accordance with  
the following posting schedule:

(i) Release Offers for more than thirty-one days  
(31) to six (6) months shall be posted for a minimum of two  
(2) business days.

(ii) Release Offers for six (6) months to one (1)  
year shall be posted for a minimum of five (5) business  
days.

(iii) Release Offers for more than one (1) year shall  
be posted for a minimum of ten (10) business days.

(iv) The Releasing Customer must submit the terms and  
conditions of its Release Offer to MRT by 10:00 a.m. Central  
Time ("CT") at least two (2) business days before the first  
proposed effective day of the release. The information must  
be communicated electronically to MRT's EBB, where, after  
review by MRT, it will be posted and accessible for review  
by any EBB user. Any Release Offer communicated to MRT's  
EBB on any Saturday, Sunday, or holiday and between the  
hours of 4:30 p.m. CT and 12:00 midnight CT on any business  
day shall be treated as if received by MRT at 10:00 a.m. CT  
on the next succeeding business day or the same day if the  
offer is received after 12:00 midnight CT and before 10:00  
a.m. CT the morning of a business day.

(b) Release Offers for any period of thirty-one (31) days  
or less shall be posted for bid on MRT's EBB in accordance with  
the following posting schedule:

(i) All Release Offers submitted to MRT for posting  
by 10:00 a.m. CT on any business day will be subject to that  
day's bidding period as set forth herein. All Release  
Offers submitted to MRT for posting after 10:00 a.m. CT on  
any business day or on any weekend or holiday shall be  
subject to the bidding periods set forth herein on the next  
succeeding business day.

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 73-002

**Original Sheet No. 167A** Original Sheet No. 167A : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(iii) MRT will evaluate bids received during the bidding period and, except as provided below, shall notify the Winning Bidder by 3:00 p.m. CT on the same business day that the Release Offer is posted. If the Release Offer provides for a Pre-Arranged Replacement Customer to match the Winning Bid, then the Pre-Arranged Replacement Customer will be notified of the Winning Bid by 3:00 p.m. CT on the same business day. The Pre-Arranged Replacement Customer must notify MRT by 4:00 p.m. CT on the same business day if it is willing to match the Winning Bid.

(iv) MRT will post to its EBB no later than 5:00 p.m. CT on the same business day that the Release Offer is posted the name of the Winning Bidder to whom the Release Offer is awarded.

(v) MRT will tender to the Winning Bidder the necessary Addendum to the Master Capacity Release Agreement for the released capacity either by telecopy, mail, or electronically no later than 10:00 a.m. CT on the next succeeding business day after the close of the bidding period.

(c) Release Offers for any period of five (5) months or more shall be posted for bid on MRT's EBB, the bids evaluated, and capacity awarded in accordance with the following schedule:

(i) All Release Offers submitted to MRT for posting by 1:00 p.m. CT on any business day will be subject to the bidding period set forth herein. Offers should be tendered by 1:00 p.m. CT not less than four (4) business days before the award. All Release Offers submitted to MRT for posting after 1:00 p.m. CT on any business day or on any weekend or holiday shall be subject to the bidding period set forth in Section 14.4(c)(ii).

Effective Date: 05/01/1997 Status: Effective  
FERC Docket: RP97- 73-002

**Original Sheet No. 167B** Original Sheet No. 167B : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(ii) Bids will be accepted commencing at posting of the Release Offer and ending at 2:00 p.m. CT on the third successive business day after the business day on which the Release Offer is posted.

(iii) MRT will evaluate bids received during the bidding period and, except as provided below, shall notify the Winning Bidder by 3:00 p.m. CT on the same business day that the bidding period closes. If the Release Offer provides for a Pre-Arranged Replacement Customer to match the Winning Bid, then the Pre-Arranged Replacement Customer will be notified of the Winning Bid by 3:00 p.m. CT on the same business day. The Pre-Arranged Replacement Customer must notify MRT by 4:00 p.m. CT on that same business day if it is willing to match the Winning Bid.

(iv) MRT will post to its EBB no later than 5:00 p.m. CT on the same business day that the bidding period closes the name of the Winning Bidder to whom the Release Offer is awarded.

(v) MRT will tender to the Winning Bidder the necessary Addendum to the Master Capacity Release Agreement for the released capacity either by telecopy, mail, or electronically no later than 10:00 a.m. CT on the next succeeding business day after the close of the bidding period.

(d) The Winning Bidder must submit an executed Addendum to its Master Capacity Release Agreement the earlier of one (1) business day after notice that it has been awarded the released capacity or prior to or at the time it submits its nomination to utilize the released capacity in order to become a Replacement Customer.

Effective Date: 05/01/1996 Status: Effective  
FERC Docket: RP96-199-000

**Second Revised Sheet No. 168** Second Revised Sheet No. 168 : Superseded  
Superseding: First Revised Sheet No. 168

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(ii) A bidding period will be conducted from 11:00 a.m. CT to 1:00 p.m. CT on the same business day that the Release Offer is posted.

(iii) MRT shall notify the Winning Bidder by 3:00 p.m. CT on the same business day that the Release Offer is posted.

(iv) The Winning Bidder must submit an executed Addendum to its Master Capacity Release Agreement with its nomination in order to become a Replacement Customer.

(c) Releasing Customers may request posting periods longer than the applicable minimum periods set forth herein, and such requested posting periods shall be set forth in the Releasing Customer's Release Offer. However, no Release Offer shall be posted on MRT's EBB for more than forty-five (45) calendar days.

(d) No changes will be allowed to Release Offers posted on the EBB, but a Releasing Customer may withdraw its Release Offer at any time before the close of the posting period if the Releasing Customer notifies MRT in writing that the Releasing Customer has an unanticipated need for the capacity.

14.5 Pre-Arranged Replacement Customers

(a) A Releasing Customer may pre-arrange to assign all or any part of its firm capacity to any person or entity before notifying MRT of its intent to release. If this occurs, the Releasing Customer must include the name of its Pre-Arranged Replacement Customer in the Release Offer transmitted to MRT's EBB for posting pursuant to Section 14.3 or in the information transmitted to MRT's EBB for posting pursuant to Sections 14.5(c) (i) and 14.5(d).

(b) A Pre-Arranged Replacement Customer that is not an Approved Bidder must comply with Sections 14.6(a) and (b) before it shall become a Replacement Customer.

(c) Any Releasing Customer with a Pre-Arranged Replacement Customer may release its capacity for more than thirty-one days subject to the following terms and conditions:

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 73-002

**Third Revised Sheet No. 169** Third Revised Sheet No. 169 : Superseded

Superseding: Second Revised Sheet No. 169

GENERAL TERMS AND CONDITIONS

(Continued)

14. CAPACITY RELEASE (Continued)

(i) If the Pre-Arranged Replacement Customer has agreed to pay MRT's Maximum Firm Transportation Charge for the released capacity, then the Releasing Customer must transmit notice of this release to MRT's EBB not later than 9:00 a.m. CT on the day nominations are due.

(ii) If a Releasing Customer brings a Pre-Arranged Replacement Customer who has agreed to pay less than MRT's Maximum Firm Transportation Charge, the Release Offer will be posted on MRT's EBB and bids will be accepted for the Release Offer in accordance with the applicable posting and award periods set forth in Section 14.4. If more than one Qualifying Bid is the Best Bid and the Release Offer does not specify a tie breaking criterion, then MRT will use the tie breaking criteria set forth in Section 14.7(b). If the Pre-Arranged Replacement Customer agrees to match the Winning Bid, then it will be awarded the capacity; otherwise the capacity will be awarded to the Approved Bidder with the Winning Bid.

(d) Any Releasing Customer with a Pre-Arranged Replacement Customer may release its capacity for any period of thirty-one (31) days or less subject to the following terms and conditions:

(i) After arranging for the release of its capacity, the Releasing Customer must transmit notice of this release to MRT's EBB not later than 9:00 a.m. CT on the day nominations are due.

Effective Date: 01/01/1997 Status: Effective  
FERC Docket: RP97-188-000

**Fourth Revised Sheet No. 170** Fourth Revised Sheet No. 170 : Superseded  
Superseding: Second Revised Sheet No. 170

GENERAL TERMS AND CONDITIONS  
(Continued)

14. CAPACITY RELEASE (Continued)

(ii) Any rollover, extension, or continuation of a release for any period of thirty-one (31) days or less shall be subject to the release procedures set forth in this Section 14; however, releases for any period of thirty-one (31) days or less at MRT's Maximum Firm Transportation Charge may continue without being subject to the release procedures set forth herein. MRT must be notified at least one (1) business day prior to the rollover, extension, or continuation of a release for any period of thirty-one (31) days or less at MRT's Maximum Firm Transportation Charge.

(iii) Releasing Customers that have released their capacity at a discounted rate under these thirty-one (31) days or less release procedures shall not re-release their capacity to the same Pre-Arranged Replacement Customer for any period of thirty-one (31) days or less until at least twenty-eight (28) days after the first thirty-one (31) days or less release period has ended, unless the Pre-Arranged Replacement Customer is paying MRT's Maximum Firm Transportation Charge or the Pre-Arranged Replacement Customer obtains the released capacity for the subsequent thirty-one (31) days or less release period pursuant to the procedures set forth in Section 14.5(c) (ii).

14.6 Bidding for Release Offers

(a) In order to become an Approved Bidder, any Potential Bidder must apply to MRT for a Master Capacity Release Agreement by providing in writing the following:

(i) The information necessary to perform a credit evaluation pursuant to Section 5.4(k) of these General Terms and Conditions, and

(ii) A statement certifying that the Potential Bidder is willing to abide by the terms and conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1.



GENERAL TERMS AND CONDITIONS  
(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

(c) After the firm capacity holder notifies MRT as provided for in Section 15.3(a) herein, if the firm capacity holder does not agree to the provisions of Section 15.3(b), then MRT shall post notice of the potential availability of the firm capacity on its EBB. Such EBB notice shall describe the quantity and path of the firm capacity, and the duration of the posting period, which period shall not be less than thirty (30) calendar days, during which time MRT will accept bids for the capacity. In addition, the EBB notice shall indicate whether MRT is willing to receive bids for the available capacity at a level below MRT's maximum applicable firm transportation rate but greater than a certain rate floor, and any minimum term or volume conditions.

15.4 Bidders for part or all of the capacity available shall transmit their bids to MRT in writing. MRT will consider only bona fide bids for the firm capacity. A bid will be considered bona fide if, in addition to a price and term, which term may not exceed ten (10) years, the bid also includes:

(a) a statement that, if its bid is ultimately accepted, the bidder will agree to meet the terms and conditions of this tariff, including the credit criteria contained herein; and

(b) a prepayment of the lesser of \$10,000 or the total of two (2) months reservation charges for the amount of capacity bid upon, which shall be credited to the bona fide bidder's service if it contracts for the capacity, or which will be refunded with interest calculated in accordance with the Commission's regulations if the bona fide bidder is not awarded the capacity.

15.5 MRT may, at its sole election, actively market the firm capacity.

15.6 MRT shall evaluate all bona fide bids submitted for all or part of the available firm capacity applying the same economic standard as MRT utilizes to evaluate bids under the Capacity Release Program to determine the best bid. MRT will not be obligated to provide firm service or accept any bid at less than its maximum tariff rate.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

Original Sheet No. 180 Original Sheet No. 180 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

15.7 If two or more bona fide bids qualify as the best bid, then MRT will select the first bid received as the bid that the existing capacity holder must match. If two or more bona fide qualifying bids are received by MRT at the same time, MRT shall use a lottery to select the bid that the existing capacity holder must match. An existing capacity holder may have to match more than one bid if each bid is for only part of the existing capacity holder's capacity.

15.8 If MRT determines that the best bid is acceptable, then MRT shall notify the firm capacity holder in writing at least ninety (90) days before the expiration of its firm Service Agreement of the best bid(s), as determined pursuant to Section 15.6, it must match in order to retain all or part of its capacity. MRT shall also post on its EBB the best bid(s), or MRT shall post that no acceptable bid(s) were received by MRT for the available capacity. The firm capacity holder must respond in writing to MRT's notice of the best bid(s) and elect whether or not to match the competing bid(s) within fifteen (15) days of receipt of MRT's notice under this provision. If the existing firm capacity holder agrees to match the best bid(s), MRT shall tender a Service Agreement for the firm capacity identical to the best bid(s) matched. The existing firm capacity holder shall have thirty (30) days from the date the agreement is tendered to execute and return the Service Agreement to MRT. If the existing firm capacity holder declines to match the best bid(s) or fails to respond within the time period specified herein, MRT shall notify the bidder(s) that made the best bid(s) of the availability of the firm capacity, and shall tender a firm Service Agreement to that bidder(s).

15.9 If no bona fide bid(s) for the available capacity is received which are acceptable to MRT, the existing capacity holder may retain its capacity if MRT and the existing capacity holder agree on the rate to be charged.

*Effective Date: 11/01/1993 Status: Effective*

*FERC Docket: RS92-43-004*

**Original Sheet No. 181** Original Sheet No. 181 : Superseded

ORIGINAL SHEET NOS. 181 AND 182 HAVE BEEN

RESERVED FOR FUTURE USE

Effective Date: 03/17/1999 Status: Effective  
FERC Docket: RP98-404-000

**Second Revised Sheet No. 185** Second Revised Sheet No. 185 : Superseded  
Superseding: First Revised Sheet No. 185

GENERAL TERMS AND CONDITIONS  
(Continued)

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL (Continued)

(b) a prepayment of the lesser of \$10,000 or the total of two (2) months reservation charges for the amount of capacity bid upon, which shall be credited to the bona fide bidder's service if it contracts for the capacity, or which will be refunded with interest calculated in accordance with the Commission's regulations if the bona fide bidder is not awarded the capacity.

15.5 MRT shall evaluate all bona fide bids submitted for all or part of the available firm capacity to determine the best bid by applying the same economic standard as MRT utilizes to evaluate bids in Section 5.9 of the General Terms and Conditions. MRT will not be obligated to provide firm service or accept any bid at less than MRT's maximum applicable tariff rate(s).

15.6 If two or more bona fide bids qualify as the best bid, then MRT will select the first bid received as the bid that the existing capacity holder must match. If two or more bona fide qualifying bids are received by MRT at the same time, MRT shall use a lottery to select the bid that the existing capacity holder exercising its right of first refusal must match. An existing capacity holder may have to match more than one bid if each bid is for only part of the existing capacity holder's capacity.

15.7 If MRT determines that the best bid is acceptable, then MRT shall notify the firm capacity holder that elected to exercise its right of first refusal in writing at least thirty (30) days before the expiration of its firm Service Agreement of the best bid(s), as determined pursuant to Section 15.5, it must match in order to retain all or part of its capacity. MRT shall also post on its EBB the best bid(s), or MRT shall post that no acceptable bid(s) were received by MRT for the available capacity. The firm capacity holder must respond in writing to MRT's notice of the best bid(s) and elect whether or not to match the competing bid(s) within fifteen (15) days of receipt of MRT's notice under this provision. If the existing firm capacity holder agrees to match the best bid(s), MRT shall tender a Service Agreement for the firm capacity identical to the best bid(s) matched. The

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FERC Docket: RS92-43-004

Original Sheet No. 188 Original Sheet No. 188 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

update and revise either upward or downward, the Gas Supply Realignment Cost amount used for the development of the Reservation Surcharge, GSRC allocated to Rate Schedule ITS, and/or Exit Fee through additional filings in order to permit MRT to recover all GSRC, and to ensure that MRT will not overcollect the GSRC. Customers accepting assignment of problem gas supply contracts shall receive credit against their overall GSRC liability.

(b) Definitions

(i) "GSRC" shall mean costs including amounts in cash or other consideration prudently incurred by MRT to terminate contracts and settle claims by suppliers related to elimination or modification of existing supply commitments as a result of the decisions of its former bundled firm sales Customers to reduce or terminate their purchase contracts with MRT or to exercise their rights pursuant to Order Nos. 636, et seq. to purchase gas at market prices. Such amounts shall include, without limitation, payments to suppliers to buy out or buy down contract volumes or prices under gas supply contracts; to terminate such contracts; to reform volume, take-or-pay, minimum take, price or any other pertinent terms of any gas purchase agreement; to satisfy damage awards to suppliers arising out of a court order or arbitration related to gas supply contracts, or to cover costs that arise as a result of tax liability or contingent excess royalty reimbursement clauses and payments to any other party in consideration of that party taking assignment of MRT's problem gas supply contracts. In instances where MRT is either (1) unable to reach a negotiated resolution with a supplier upon reasonable terms, or (2) is required to purchase gas during the negotiation process, GSRC shall include the Price Differential times the volume of gas MRT is obligated to take from such supplier over the period in question.

Effective Date: 08/01/1994 Status: Effective  
FERC Docket: RP94-405-000

**First Revised Sheet No. 190** First Revised Sheet No. 190 : Superseded  
Superseding: Original Sheet No. 190

GENERAL TERMS AND CONDITIONS  
(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

of all of the relevant circumstances, to reduce its obligations and liabilities regarding such disputes. Prior period billing adjustments or refunds from suppliers attributable to gas purchases by MRT prior to the termination of MRT's PGA and TCRM tariff provisions shall be recovered pursuant to this Section 16.2. MRT may recover any past-period debit billing adjustments for up to the later of (i) two years after November 1, 1993, or (ii) ninety days after a final, non-appealable order, decision or settlement resolving litigation that may affect MRT's costs of gas purchased prior to November 1, 1993. The initial disposition of Account No. 191 and unrecovered Account No. 858 costs shall be adjusted to include a final reconciliation of amounts for exchange transactions and transportation imbalances recorded in Account No. 806. Account No. 191 balances and unrecovered Account No. 858 costs in both Deferral and Surcharge Periods shall be included in the direct bill amounts. Prior period billing adjustments shall not include Gas Supply Realignment Costs or Stranded Investments, as such amounts are to be recovered in accordance with Sections 16.3 and 16.4, respectively.

(c) Calculation of Direct Bill Amounts. Direct bill amounts shall be separately calculated for both demand and commodity components of Account No. 191 and Account No. 858 costs. A separate direct bill for commodity Account No. 858 costs is not required inasmuch as such costs are aggregated with MRT's commodity cost of purchased gas for purchased gas adjustment and Account No. 191 purposes pursuant to MRT's TCRM tariff provisions.

(i) Demand Account No. 191 and 858 Costs. Each Customer's allocated share of aggregate demand component balances, whether positive or negative, in Account No. 191 and Account No. 858 on the effective date of this tariff provision, shall be based on the contract demand volumes under Rate Schedule CD-1 and imputed contract demands under Rate Schedule SGS-1 in effect one day prior to the termination of the PGA and TCRM tariff provisions. Imputed contract demands under Rate Schedule SGS-1 shall be based on a thirty-four percent (34%) load factor calculation.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RP94-306-000

**2 Sub First Rev. Sheet No. 195** 2 Sub First Rev. Sheet No. 195 : Superseded

Superseding: Sub First Revised Sheet No. 195

GENERAL TERMS AND CONDITIONS

(Continued)

16. TRANSITION COST RECOVERY MECHANISMS (Continued)

(ii) In the event gas is sold pursuant to Section 16.3(b)(i)(2), the term "GSRC Index Price" shall mean: (1) for gas supplies connected directly to MRT, the index for spot gas delivered to MRT (West Leg) as published in the first issue of Gas Daily for the month of delivery; (2) for gas supplies connected to Arkla Energy Resources Company (AER), the index for spot gas delivered to AER as published in the first issue of Inside FERC's Gas Market Report (IFGMR) for the month of delivery; (3) for gas supplies connected to Natural Gas Pipeline Company of America (NGPL), the index for spot gas delivered to NGPL in Oklahoma, Louisiana or Texas (Gulf Coast Line), depending on the geographical source of the gas, as published in the first issue of IFGMR for the month of delivery; (4) for gas connected to Koch Gateway Pipeline (KGPL), the index for spot gas delivered to KGPL in Louisiana, published in the first issue of IFGMR for the month of delivery and, (5) for gas connected to Trunkline Gas Company (Trunkline), the index for spot gas delivered to Trunkline in its Field Zone, as published in the first issue of IFGMR for the month of delivery.

(iii) "GSRC Reservation Surcharge" shall mean the per MMBtu amount required under Rate Schedules FTS and SCT to recover ninety (90) percent of MRT's GSRC, as defined in Section 16.3(b)(i), including any applicable carrying charges. Carrying charges for each GSRC Collection Period shall be calculated in accordance with Section 154.67 of the Commission's Regulations. The GSRC Reservation Surcharge shall be stated in Sheet Nos. 5 and 6 of this tariff, as the same may change from time to time. Derivation of the GSRC Reservation Surcharge shall be based on firm service contract demands in effect on the date of the filing, exclusive of contract demands applicable to transportation service agreements entered into prior to November 1, 1993 in which MRT is unable contractually to collect additional amounts attributable to GSRC.

(iv) "GSRC Allocated to Rate Schedule ITS" shall mean the per unit MMBtu amount necessary to recover ten (10) percent of MRT's GSRC, including any applicable carrying charges. Carrying charges for each GSRC Collection Period

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

**Original Sheet No. 208** Original Sheet No. 208 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM (Continued)

(iii) Revenue shortfalls experienced by MRT during the Interruptible Revenue Credit Accumulation Period due to the termination or reduction of firm transportation and storage services that may occur.

(b) Separate Excess Revenue amounts shall be computed for Rate Schedule ITS and ISS services, and applied to Rate Schedules FTS and SCT and Rate Schedule FSS services, respectively, as appropriate.

(c) The Interruptible Revenue Credit Adjustment shall be computed to the nearest cent. No change in rate shall be made unless the Interruptible Revenue Credit Adjustment is at least one cent per MMBtu. In the event costs set forth in Section 17.3 exceed the interruptible revenues received, such negative balance shall be carried forward to offset revenues in subsequent periods.



*Effective Date: 11/01/1993 Status: Effective*

*FERC Docket: RS92- 43-004*

**Original Sheet No. 209** Original Sheet No. 209 : Superseded

ORIGINAL SHEET NOS. 209 THROUGH 211 HAVE BEEN

RESERVED FOR FUTURE USE

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FERC Docket: TM95-4-25-000

**Second Revised Sheet No. 212** Second Revised Sheet No. 212 : Superseded  
Superseding: First Revised Sheet No. 212

GENERAL TERMS AND CONDITIONS  
(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM

MRT shall refund to Rate Schedule FTS, SCT and FSS Customers certain revenues derived from services provided under Rate Schedules ITS and ISS and certain revenues derived from Authorized Overrun Service (AOS).

17.1 Filing of Interruptible Revenue Credit Refund

(a) At least thirty (30) days prior to the end of each calendar year, MRT shall file with the Commission schedules reflecting the Interruptible Revenue Credit Refund to each FTS, SCT and FSS Customer. Such refund shall reflect the flowthrough of certain Excess Revenues, if any, computed as described hereinbelow that have accumulated during the twelve month period ended each October 31 that precedes the effective date of refund (Interruptible Revenue Credit Accumulation Period).

(b) MRT shall mail any refunds due within ten (10) days following a Commission order accepting MRT's refund filing.

17.2 Computation of Interruptible Revenue Credit Refund

(a) The Interruptible Revenue Credit Refund applicable to Rate Schedules FTS and SCT shall be distributed in proportion to the percentage of total reservation revenues paid by each such Customer to the total reservation revenues paid by all such Customers during the Interruptible Revenue Credit Accumulation Period.

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FERC Docket: TM95-4-25-000

**First Revised Sheet No. 213** First Revised Sheet No. 213 : Superseded  
Superseding: Original Sheet No. 213

GENERAL TERMS AND CONDITIONS  
(Continued)

17. INTERRUPTIBLE REVENUE CREDITING MECHANISM (Continued)

(b) The Interruptible Revenue Credit Refund applicable to Rate Schedule FSS shall be distributed in proportion to the percentage of total deliverability component revenues paid by each storage Customer to the total deliverability component revenues paid by all such storage Customers during the Interruptible Revenue Credit Accumulation Period.

17.3 Derivation of Excess Revenues

(a) For each Interruptible Revenue Credit Accumulation Period, Excess Revenues shall be ninety percent (90%) of the difference between actual revenues received under Rate Schedules ITS, ISS and service under AOS and the sum of the following:

(i) the variable cost incurred in providing interruptible service under Rate Schedules ITS and ISS and service under AOS. For purposes of this Section, variable costs shall be the product of the quantity of gas delivered, injected or withdrawn pursuant to Rate Schedules ITS and ISS during the Interruptible Revenue Credit Accumulation Period times the minimum applicable rates under Rate Schedules ITS and ISS and AOS services, plus ACA and GRI charges as applicable, as set forth on effective Sheet Nos. 7, 8 and 9 of this tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 43-004

**Original Sheet No. 217** Original Sheet No. 217 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

19. BILLING, STATEMENTS, PAYMENT AND RECORDS

19.1 MRT shall, no later than the tenth (10th) day of each month, bill Customer for all charges incurred by Customer during the previous month, pursuant to the applicable rate schedule based on estimated quantities delivered; provided, however, that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. If for any reason the presentation of a bill by MRT to Customer is delayed until after the tenth (10th) day of the month, then payment by Customer may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary information, MRT shall submit to Customer an invoice for billing based on such information. In the event the quantities of gas delivered to or received by MRT are not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be set forth in MRT's procedures as may be established and publicized from time to time. Customer shall pay MRT by electronic funds transfer to a designated bank account established by MRT for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Customer shall pay MRT by check to MRT's designated office, Post Office Box or at Customer's election by electronic funds transfer to a designated bank account established by MRT. Payments shall be made by Customer to MRT within ten (10) days from receipt of the invoice for all charges billed in accordance with the provisions of this tariff. Customer payments made via U. S. mail shall be deemed received the earlier of the date of actual receipt by MRT or three (3) business days after the postmark or postal meter date. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment is received by MRT.

19.2 In the event Customer fails to pay all of the amount due MRT within the ten (10) day period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.67 or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5.4(j) of these General Terms and Conditions. If Customer fails to pay or make satisfactory credit

Effective Date: 11/01/1993 Status: Effective  
FERC Docket: RS92- 43-004

**Original Sheet No. 218** Original Sheet No. 218 : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

19. BILLING, STATEMENTS, PAYMENT AND RECORDS (Continued)

arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate further receipt and/or delivery of gas on behalf of Customer.

19.3 Any Customer disputing the amount of its invoice shall notify MRT in writing within thirty (30) days of the date of the invoice by providing a written description of the basis for the dispute and directing such notice to:

Mississippi River Transmission Corporation  
9900 Clayton Road  
St. Louis, Missouri 63124  
Attn: Transportation Services  
Telecopy to: 314-991-7600

MRT shall investigate the dispute and shall respond initially within forty-eight (48) hours and in writing within thirty (30) days after receipt of the written notice of the dispute. If Customer in good faith shall dispute the amount of any such statement, Customer shall nevertheless pay to MRT such amount and, at any time thereafter within thirty (30) days of a demand made by Customer, MRT shall furnish surety bond guaranteeing refund to Customer of the amount ultimately found overpaid by Customer following a final determination which may be reached either by agreement or judgment of the courts, as may be the case.

19.4 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of two (2) years from the date of invoice thereof unless challenged in writing prior thereto. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

Effective Date: 09/16/1996 Status: Effective

FERC Docket: RP96-342-000

**First Revised Sheet No. 219** First Revised Sheet No. 219 : Superseded  
Superseding: Original Sheet No. 219

GENERAL TERMS AND CONDITIONS  
(Continued)

18. MISCELLANEOUS REVENUE FLOWTHROUGH ADJUSTMENT

18.1 General

The reservation charge component under Rate Schedules FTS and SCT, the Deliverability Charge component under Rate Schedule FSS and the volumetric rates when under Rate Schedules ITS and ISS shall be adjusted to credit Customers thereunder with Miscellaneous Revenues derived from the following sources:

(a) any excess of revenues received over costs incurred under the Cash Balancing provisions of Section 10.5 herein.

(b) any penalty charges collected from affiliates.

18.2 Filing of Miscellaneous Revenue Flowthrough Adjustment

(a) The Effective Date of the Miscellaneous Revenue Flowthrough Adjustment (Effective Date of Adjustment) shall be January 1, 1995 and each subsequent January 1 thereafter.

(b) At least thirty (30) days prior to the Effective Date of Adjustment, MRT shall file with the Commission revised base tariff rates under Rate Schedules FTS, SCT, FSS, ITS and ISS reflecting the Miscellaneous Revenue Flowthrough Adjustment. Such adjustment shall reflect the flowthrough of the revenues set forth in Section 18.1 that have accumulated during the twelve month period ended each August 31 that precedes the Effective Date of Adjustment (Miscellaneous Revenue Accumulation Period).

18.3 Computation of Miscellaneous Revenue Flowthrough Adjustments

(a) The Miscellaneous Revenue Flowthrough Adjustment applicable to Rate Schedules FTS, SCT, and ITS shall be determined by dividing (i) the revenues received under Section 18.1(a) and the non-storage penalty revenues received under Section 18(b), during the Miscellaneous Revenue Accumulation Period by (ii) the

Effective Date: 05/01/1997 Status: Effective

FERC Docket: RP97- 73-005

**Fourth Revised Sheet No. 224** Fourth Revised Sheet No. 224 : Superseded  
Superseding: Third Revised Sheet No. 224

GENERAL TERMS AND CONDITIONS  
(Continued)

19. BILLING, STATEMENTS, PAYMENT AND RECORDS

19.1 MRT shall, no later than the ninth (9th) business day of each month, prepare invoices for all charges incurred by Customer during the previous month, pursuant to the applicable rate schedule based on actual quantities delivered, or if not available, best estimates; provided, however, that adjustments shall be made to such quantities in subsequent months' invoices, as required based on actual quantities delivered. MRT shall submit each Customer's invoice by mail, telecopy, overnight mail or hand delivery. If for any reason the presentation of an invoice by MRT to Customer is delayed until after the ninth (9th) business day of the month, then payment by Customer may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary information, MRT shall submit to Customer an invoice for billing based on such information. In the event the quantities of gas delivered to or received by MRT are not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be in accordance with GISB Standards and set forth in MRT's procedures as may be established and publicized from time to time. For reporting purposes, BTU conversion factor should be reported to not less than three (3) decimal places and Pressure Base conversion factors should be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places should be used for both conversion factors. Customer shall pay MRT by electronic funds transfer to a designated bank account established by MRT for invoiced amounts equal to or greater than \$50,000. For invoiced amounts less than \$50,000, Customer shall pay MRT by check to MRT's designated office, Post Office Box or, at Customer's election, by electronic funds transfer to a designated bank account established by MRT. Subject to Section 19.3 below, payments for all charges billed in accordance with the provisions of this tariff shall be made by Customer to MRT within ten (10) days of the postage meter date, postmark date, telecopy date, delivery date of overnight mail or date of hand delivery of the Customer's bill. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment is received by MRT.

19.2 In the event Customer fails to pay all of the amount due MRT within the ten (10) day period, interest thereon shall accrue from the due date at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.67 or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5.4(k) of these General Terms and Conditions. If Customer fails to pay or make satisfactory credit

Effective Date: 05/01/1997 Status: Effective  
FERC Docket: RP97- 73-005

**Second Revised Sheet No. 225** Second Revised Sheet No. 225 : Superseded  
Superseding: First Revised Sheet No. 225

GENERAL TERMS AND CONDITIONS  
(Continued)

19. BILLING, STATEMENTS, PAYMENT AND RECORDS (Continued)

arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate further receipt and/or delivery of gas on behalf of Customer.

19.3 Subject to Section 19.4 below, if any Customer disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed and, if it withholds payment of the disputed amount it must provide with such payment full documentation electronically or in writing to MRT with respect to the claimed error, including identifying each amount in dispute and the reasons and support therefor.

19.4 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement (including allocations) or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of six (6) months from the date of the invoice or statement thereof unless prior thereto the adjustment is made or the error is challenged in writing including documentation as to the basis and reasons for the claimed error.

(i) Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(ii) Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard.

(iii) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.



Effective Date: 11/20/1997 Status: Effective  
FERC Docket: RP96-199-012

**Sub First Revised Sheet No. 226** Sub First Revised Sheet No. 226 : Superseded  
Superseding: First Revised Sheet No. 226

GENERAL TERMS AND CONDITIONS  
(Continued)

18. NO OBLIGATION TO OFFER SERVICE AT LESS THAN MAXIMUM RATE

18.1 Unless otherwise agreed by MRT and a Customer, MRT shall have no obligation to offer its services at rates less than the maximum rates specified in Sheet Nos. 5 through 9 of this tariff. MRT may from time to time and at any time, upon twenty-four hours (24) verbal or written notice, at its sole discretion or as provided in the applicable Service Agreement, charge any individual Customer a rate which is lower than the maximum rate for the applicable service as specified in this tariff. Such lower rate shall not be less than MRT's applicable minimum rate for the service provided. Any such verbal notice shall be confirmed to Customer in writing and shall state the effective date of such rate change and the quantity of gas affected. MRT may increase or decrease such rate upon twenty-four (24) hours verbal notice to Customer and shall confirm such notice in writing. Pursuant to Section 284.7 of the Commission's regulations, MRT shall file with the Commission any and all required reports.

19. MRT'S RIGHT TO CHANGE RATES AND TERMS OF SERVICE

19.1 MRT shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under MRT's rate schedule(s), including both the level and design of such rates and charges; and (2) the applicable terms of service for any rate schedule or any other portion of this tariff. MRT agrees that any Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities, for such adjustment to MRT's existing tariff as may be found necessary to assure that its provisions are just and reasonable.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-305-001

**1st Substitute Original Sheet No. 226A** 1st Substitute Original Sheet No. 226A : Superseded

Superseding: Original Sheet No. 226A

GENERAL TERMS AND CONDITIONS

(Continued)

#### 19. MRT'S RIGHT TO CHANGE RATES AND TERMS OF SERVICE

19.1 MRT shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (1) the rates and charges applicable under MRT's rate schedule(s), including both the level and design of such rates and charges; and (2) the applicable terms of service for any rate schedule or any other portion of this tariff. MRT agrees that any Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities, for such adjustment to MRT's existing tariff as may be found necessary to assure that its provisions are just and reasonable.

#### 19.2 Negotiated Rates and Recourse Rates.

Notwithstanding anything to the contrary contained in this Tariff, MRT and Customer may negotiate and agree upon a rate for service under any rate schedule contained in this Tariff. ("Negotiated Rate," as further defined below), and such Negotiated Rate shall apply to MRT's provision of such service according to that agreement. MRT's maximum rate as shown on MRT's Statement of Effective Rates and Charges for a particular service ("Recourse Rate") is available for any Customer that does not desire to negotiate a rate with MRT for that service.

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on MRT's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds MRT's Recourse Rate for that service, for purposes of allocation of capacity pursuant to Section 8 of the General Terms and Conditions of MRT's Tariff, Customers shall be considered to have paid the Recourse Rate. For purposes of bid evaluations that lead to an award of capacity, MRT will award capacity pursuant to Section 5.9(e) of the General Terms & Conditions of MRT's Tariff. For purposes of exercising rights to continue service pursuant to Section 15 of the General Terms and Conditions of MRT's Tariff, the highest rate that a Customer must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the Recourse Rate applicable to such service.

Effective Date: 07/01/2000 Status: Effective

FERC Docket: RP00-305-000

**Original Sheet No. 226B** Original Sheet No. 226B : Superseded

GENERAL TERMS AND CONDITIONS  
(Continued)

Absent prior Commission approval, no Negotiated Rate agreement shall include terms that deviate in any material respect from those set forth in the Transportation Service Agreement Form included in this Tariff. Each Negotiated Rate agreement shall be reflected on a tariff sheet to be filed no later than the date of commencement of service, and such tariff sheet shall state the exact legal name of the Customer, the applicable Rate Schedule, the receipt and delivery point(s), the contract quantities, and, as applicable, the Negotiated Rate or the Negotiated Rate formula. The tariff sheet also shall contain a statement that the Negotiated Rate agreement does not deviate in any material aspect from the Transportation Service Agreement Form included in this Tariff.

MRT's provision of service at Negotiated Rates shall not in any way restrict MRT's ability to seek a discount-type adjustment in the design of its rates in a future general rate proceeding, to the maximum extent permissible under Commission policy, for Negotiated Rate agreements that were converted from pre-existing agreements under which the rates charged to the customer were discounted from the applicable maximum tariff rates.

Effective Date: 01/01/1994 Status: Effective  
FERC Docket: TM94-2-25-000

**First Revised Sheet No. 227** First Revised Sheet No. 227 : Superseded  
Superseding: Original Sheet No. 227

GENERAL TERMS AND CONDITIONS  
(Continued)

## 22. GAS RESEARCH INSTITUTE ADJUSTMENT CHARGES

### 22.1 Purpose

(a) MRT has joined with other gas enterprises in the formation of and participation in the activities and financing of the Gas Research Institute (GRI), an Illinois not for profit corporation. GRI has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.

(b) For the purpose of funding GRI's approved expenditures, this section establishes GRI Adjustment Charges to be applicable to MRT's rate schedules as set forth on Sheet No. 9 of this tariff.

### 22.2 Basis of GRI Adjustment Charges

The GRI Adjustment Charges for RD&D shall be that increment which has been approved by Federal Energy Regulatory Commission orders approving GRI's RD&D expenditures. Procedures for collection and billing of the GRI Adjustment Charges shall be in accordance with Section 154.38 of the Commission's regulations and the Commission's Order issued October 5, 1993 in Docket No. RP93-140.

### 22.3 Filing Procedure

The notice period for filings pursuant to this subsection shall be at least thirty (30) days prior to the proposed effective date of the Charges and the proposed effective date shall coincide with the effective date of changes in the GRI Adjustment Charge approved by the Commission, unless, for good cause shown, a lesser notice period or different effective date is allowed by valid Commission order. Any such filing shall not become effective unless it becomes effective without suspension or refund obligation.

Effective Date: 10/01/1994 Status: Effective  
FERC Docket: TM95-1-25-000

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

GENERAL TERMS AND CONDITIONS  
(Continued)

23. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

23.1 Purpose

(a) Section 3401(a)(1) of the Omnibus Budget Reconciliation Act of 1986 (Budget Act) requires the Commission to assess and collect fees and annual charges in each fiscal year in amounts equal to the costs incurred by the Commission in each fiscal year. Pursuant to Commission Order Nos. 472, 472-A, and 472-B (codified in Part 382 of the Commission's Regulations), MRT must remit to the Commission on or before August 31 of every year an allocated portion of the costs incurred by the Commission in the previous fiscal year. Such costs are determined by the Commission as a result of audit and are to be net of any other fees or charges collected during the fiscal year. MRT is allocated a portion of the Commission's net costs based on the total of MRT's reported transportation quantities compared to the total transportation quantities of all eligible reporting natural gas pipelines. All amounts assessed pursuant to Part 382 of the Commission's Regulations will be recorded in Account 928. MRT intends to recover such costs under these tariff provisions and not in an NGA Section 4 rate filing.

(b) For the purpose of recovering MRT's allocated portion of the Commission's costs, this section establishes a per unit Annual Charge Adjustment (ACA) Surcharge to be applicable to MRT's rate schedules as set forth on Sheet No. 10 of this tariff.

23.2 Basis of the Annual Charge Adjustment Surcharge

The ACA Surcharge shall be the unit rate as specified and approved by the Commission for use by MRT in recovering such costs and shall be reflected on Sheet No. 10 of this tariff.

23.3 Filing Procedure

The notice period of filings pursuant to this subsection shall be at least thirty (30) days prior to the proposed effective

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 45-000

**First Revised Sheet No. 246** First Revised Sheet No. 246 : Superseded  
Superseding: Original Sheet No. 246

GENERAL TERMS AND CONDITIONS  
(Continued)

28. CREDITWORTHINESS OF CUSTOMER (Continued)

credit does not meet the criteria in the aforementioned Section 5.4 (k), MRT may, upon ten (10) days' written notice to Customer, suspend performance of service pending assurance of payments in accordance with Section 5.4(k) of these General Terms and Conditions.

29. OTHER OPERATING CONDITIONS

29.1 Upon request of MRT, Customer shall from time to time submit estimates of the daily, monthly and annual quantities of gas to be transported or stored under the rate schedules of this tariff, including peak day requirements, together with the estimated amounts thereof applicable to each receipt and delivery point and such other operating data as MRT may require in order to plan its operations, to meet its system requirements, and to render adequate services to its Customers.

30. OBLIGATION TO CONTINUE SERVICE

30.1 MRT shall not be required to perform or continue service under any of the rate schedules of this tariff on behalf of any Customer which, within ten (10) days after receipt of written notice from MRT, fails to comply with any and all of the terms of the applicable rate schedule, the General Terms and Conditions of this tariff, or with the terms of its Service Agreement(s) with MRT. Notwithstanding the other provisions of the applicable rate schedule, MRT shall have the right to take immediate unilateral action to protect the integrity of its system in the event MRT, in its reasonable discretion, determines that immediate or irreparable harm to MRT's facilities or operations will be caused by Customer's failure to comply with any of the terms of the applicable rate schedule, the General Terms and Conditions, or with the terms of the applicable Service Agreement.

Effective Date: 11/10/2000 Status: Effective  
FERC Docket: RP01- 42-000

**Fifth Revised Sheet No. 249** Fifth Revised Sheet No. 249 : Superseded  
Superseding: Sub Fourth Revised Sheet No. 249

GENERAL TERMS AND CONDITIONS  
(Continued)

29. WAIVERS

29.1 MRT may waive any defaults by any Customer with respect to performance or compliance with the provisions of the applicable rate schedules on a basis which is not unduly discriminatory; provided, however, that no waiver shall operate or be construed as a waiver of any other or further defaults, whether of a like or different character.

29.2 MRT will assess a zero charge for fuel for transactions that do not require the use of compression on MRT's system. For each transaction utilizing the specific receipt and delivery point combinations listed below, MRT has determined that there will not be any incremental fuel used since compression will be not be utilized.

(a) Receipt Point(s):

- (1) At the point of interconnect between MRT's Line A-327 at Station 0+00 located in Stoddard County, Missouri and Texas Eastern Transmission Corporation interstate pipeline system.

Delivery Point(s):

- (1) The terminus of MRT's Line A-327 at Ralston Purina's Golden Cat plant located in Stoddard County, Missouri.

30. LAWS, REGULATIONS AND ORDERS

30.1 It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto. Should either of the parties, by force of any such law, order, rule or regulation, at any time during the term of the applicable Service Agreement, be ordered or required to do any act inconsistent with the provisions thereof, then for that period only, the Service Agreement shall be deemed modified to conform to the law, order, rule, or regulation.

Effective Date: 09/01/1996 Status: Effective  
FERC Docket: CP95-376-001

**Second Revised Sheet No. 250** Second Revised Sheet No. 250 : Superseded  
Superseding: First Revised Sheet No. 250

GENERAL TERMS AND CONDITIONS  
(Continued)

33. ORDER NO. 497 COMPLIANCE PLAN AND STANDARDS OF CONDUCT (Continued)

33.2 Nondiscriminatory Access: MRT will provide non-discriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.

33.3 No Tying Arrangements: MRT will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved.

33.4 Procedures Used to Address and Resolve Complaints. Any person having a complaint regarding MRT's services shall provide to MRT within ninety (90) days from the date of the alleged occurrence or knowledge thereof a written description detailing the complaint, including a description of the specific request or transaction involved, if any, and shall direct the complaint to:

Mississippi River Transmission Corporation  
9900 Clayton Road  
St. Louis, MO 63124  
Attn: Transportation Services, Complaints  
or  
Telecopy to: 314-991-7600

MRT shall investigate all complaints received and shall respond initially within forty-eight (48) hours and in writing within thirty (30) days after receipt of the written complaint. Complainant shall cooperate with MRT if additional information is required by MRT to investigate any complaint.



Effective Date: 12/01/1995 Status: Effective

FERC Docket: RP96- 50-000

Original Sheet No. 258 Original Sheet No. 258 : Superseded

INDEX OF FIRM  
TRANSPORTATION, STORAGE AND SALES CUSTOMERS

Customer Name	Rate Schedule	Effective Date	Expiration Date	MDQ Or MSQ (MMBtu)
LaRoche Industries	FTS	11/1/93	10/31/94 *	815
LaRoche Industries	FTS	5/16/95	11/15/96 *	120
LaRoche Industries	FSS	11/1/93	5/15/96 *	24,900
Mississippi Lime Company	FTS	11/1/93	10/31/94 *	4,000
Mississippi Lime Company	FTS	5/16/95	11/15/96 *	605
Mississippi Lime Company	FSS	11/1/93	5/15/96 *	125,000
MG Natural Gas Corp.	FTS	11/1/93	5/31/96 *	3,500
Monsanto Company	FTS	11/1/93	4/30/97 *	273
Monsanto Company	FTS	11/1/93	4/30/97 *	211
Monsanto Company	FTS	11/1/93	4/30/97 *	4,000
MRT Energy Marketing Company	FTS	6/1/95	4/30/96 *	5,875
MRT Energy Marketing Company	FTS	6/1/95	4/30/96 *	541
MRT Energy Marketing Company	FSS	6/1/95	5/15/96 *	75,000
MRT Energy Marketing Company	FSS	7/1/95	5/15/96 *	2,696
MRT Energy Marketing Company	FSS	11/1/95	5/15/96 *	34,148
Nesco Steel Barrel Company	FTS	11/1/93	10/31/94 *	145
Nesco Steel Barrel Company	FTS	5/16/95	11/15/96 *	17
Nesco Steel Barrel Company	FSS	11/1/93	5/15/96 *	3,600
Natural Gas Improvement District No. 2 of Ashley Co., Arkansas	SCT	11/1/93	10/31/96 *	663
Natural Gas Improvement District No. 2 of Ashley Co., Arkansas	FTS	5/16/95	11/15/96 *	115
Natural Gas Improvement District No. 2 of Ashley Co., Arkansas	FSS	11/1/93	5/15/97 *	23,832
NorAm Energy Services	FTS	11/1/93	10/31/94 *	25,000
NGC Transportation, Inc.	FTS	6/1/95	12/31/02	50,000
Olin Corporation	FTS	11/1/93	4/30/96 *	3,000
Potosi, Missouri, City of	FTS	11/1/93	10/31/94 *	350
Potosi, Missouri, City of	SCT	11/1/93	10/31/97 *	2,965
Potosi, Missouri, City of	FTS	5/16/95	11/15/96 *	516
Potosi, Missouri, City of	FSS	11/1/93	5/15/98 *	106,579
Red Bud, Illinois, City of	FTS	11/1/93	10/31/97 *	810
Red Bud, Illinois, City of	SCT	11/1/93	10/31/97 *	1,485
Red Bud, Illinois, City of	FTS	5/16/95	11/15/96 *	258
Red Bud, Illinois, City of	FSS	11/1/93	5/15/98 *	53,379
Red Bud, Illinois, City of	USAS	11/1/93	10/31/94 *	810
Rheox, Inc.	FTS	11/1/93	10/31/94 *	450
Rheox, Inc.	FTS	5/16/95	11/15/96 *	66
Rheox, Inc.	FSS	11/1/93	5/15/96 *	13,750

FTS = Firm Transportation Service  
FSS = Firm Storage Service  
USAS = Sales Service  
SCT = Small Customer Transportation

\* Contains Evergreen Provision

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 45-000

**First Revised Sheet No. 266** First Revised Sheet No. 266 : Superseded  
Superseding: Original Sheet No. 266

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FTS, SCT, AND ITS]  
(Continued)

shall not be unreasonably withheld; provided, however, that Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the General Terms and Conditions of MRT's FERC Gas Tariff, Third Revised Volume No. 1. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

ARTICLE 6

NOTICES

Section 6.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as fully delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the following addresses (unless and until either party notifies the other, in writing of a change in its address):

To Customer:

To MRT: Mississippi River Transmission Corporation

Payments  
P. O. Box 502161  
St. Louis, MO 63150-2161

Notices  
Transportation Services  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone (314) 991-9900  
Telecopy (314) 991-7600

Nominations (other than electronic)  
Transportation Services  
525 Milam  
P. O Box 21734  
Shreveport, LA 71151  
Telecopy: (318) 429-3298

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 45-000

**First Revised Sheet No. 292** First Revised Sheet No. 292 : Superseded  
Superseding: Original Sheet No. 292

FORM OF SERVICE AGREEMENT  
[FOR RATE SCHEDULES FSS AND ISS]  
(Continued)

addresses (unless and until either party notifies the other, in writing of a change in its address):

To Customer:

To MRT: Mississippi River Transmission Corporation

Payments  
P. O. Box 502161  
St. Louis, MO 63150-2161

Notices  
Transportation Services  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone (314) 991-9900  
Telecopy (314) 991-7600

Nominations (other than electronic)  
Transportation Services  
525 Milam  
P. O. Box 21734  
Shreveport, LA 71151  
Telecopy: (318) 429-3298

Pipeline Operations  
Gas Control Department  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone: (314) 991-9900

Section 6.2 - Each party shall notify the other in writing of the name, address, telephone number and telecopy number of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.

ARTICLE 7

MISCELLANEOUS

Section 7.1 - This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 45-000

**First Revised Sheet No. 310** First Revised Sheet No. 310 : Superseded  
Superseding: Original Sheet No. 310

FORM OF  
MASTER CAPACITY RELEASE AGREEMENT  
(Continued)

Section 3.3 - In addition to collection of the rates and charges provided for in each Addendum, MRT shall retain the percentage provided, pursuant to the applicable Rate Schedule, of the quantities received from Replacement Customer hereunder, for reimbursement in kind from Replacement Customer for fuel usage and lost and unaccounted for gas.

ARTICLE 4

NOTICES

Section 4.1 - Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as fully delivered when hand-delivered, telecopied, or when received by the other party if mailed by United States mail, postage prepaid, to the following addresses (unless and until either party notifies the other, in writing of a change in its address):

To Replacement  
Customer:

To MRT: Mississippi River Transmission Corporation

Payments  
P.O. Box 502161  
St. Louis, MO 63150-2161

Notices  
Transportation Services  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone (314) 991-9900  
Telecopy (314) 991-7600

Nominations (other than electronic)  
Transportation Services  
525 Milam  
P. O. Box 21734  
Shreveport, LA 71151  
Telecopy: (318) 429-3298

Pipeline Operations  
Gas Control Department  
9900 Clayton Road  
St. Louis, MO 63124  
Telephone: (314) 991-9900

Effective Date: 12/01/1996 Status: Effective  
FERC Docket: RP97- 45-000

**First Revised Sheet No. 322** First Revised Sheet No. 322 : Superseded  
Superseding: Original Sheet No. 322

FORM OF  
OPERATIONAL BALANCING AGREEMENT  
(Continued)

ARTICLE 3

SUSPENSION OF OBLIGATIONS

Section 3.1 - Notwithstanding anything to the contrary in this Agreement, the practice of accepting shippers' confirmed nominations at the Interconnection Point as actual flow and accounting for the differences as Operational Imbalances may be temporarily suspended in the event either Party discovers or anticipates, in such Party's sole discretion, that the actual flow at the Interconnection Point is varying or will vary significantly from the confirmed nominations due to extraordinary circumstances including, but not limited to, severe cold weather, hurricane or any other event that significantly affects the gas supplies which are available for delivery at the Point of Interconnect or any other weather related event that significantly affects the Party's ability to handle variances at the Interconnection Point. Such suspension will be effective on the date verbal notice is provided by the suspending Party's Gas Control personnel to the other Party's Gas Control personnel. Such verbal notice shall be confirmed in writing no later than the second business day following the date of desired suspension. For this purpose, each business day shall begin at 7:00 a.m. CST and unless otherwise agreed, each event of suspension or resumption of activity hereunder shall become effective at the start of a business day. The use of Operational Imbalances will resume on the date mutually agreed to in writing by the Parties. For purposes of notification under this paragraph the Parties agree to use Facsimile Transmission, as follows:

MRT           Telecopy No.:       (318) 429-3298  
                  Attention:   Transportation Services

\_\_\_\_\_       Telecopy No.:       \_\_\_\_\_  
                  Attention:       \_\_\_\_\_

Section 3.2 - The Parties will cooperate in promptly determining the allocation of the deliveries and receipts during any suspension period in accordance with the provisions of Section 1.

