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Effective Date: 04/01/1998 Status: Effective

FERC Docket: GT98- 23-001

**Substitute Fourth Revised Sheet No. 1** Overthrust Pipeline Company: First Revised Volume No. 1-A  
Substitute Fourth Revised Sheet No. 1 : Superseded  
Superseding: Substitute Third Revised Sheet No. 1

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Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Seventh Revised Sheet No. 4** Seventh Revised Sheet No. 4 : Superseded

Superseding: Sixth Revised Sheet No. 4

STATEMENT OF RATES

\$/Dth

Rate Schedule FT	
Reservation Charge 1/	
Maximum	\$2.4044
Minimum	\$0.0000
Usage Charge	\$0.0000
Authorized Overrun Charge	
Maximum	\$0.0791
Minimum	\$0.0000
Unauthorized Overrun Charge	\$10.0000
Rate Schedule IT	
Usage Charge	
Maximum	\$0.0791
Minimum	\$0.0000
Unauthorized Overrun Charge	\$10.0000
Optional Volumetric Releases 2/	
Firm transportation - FT	
Maximum	\$0.0791
Minimum	\$0.0000
Other Charges	
Marketing Fee: As negotiated between Overthrust and shipper when Overthrust actively markets shipper's released capacity.	
Request for Firm Service Fee: 3/	
Imbalance Charge: 4/	

Effective Date: 10/01/1997 Status: Effective

FERC Docket: RP97-301-002

**Third Revised Sheet No. 5** Third Revised Sheet No. 5 : Superseded  
Superseding: Second Revised Sheet No. 5

1/Released capacity may be sold at a volumetric rate. Shippers releasing capacity on a volumetric basis may not specify a rate above the maximum rate stated on this Statement of Rates and must notify Overthrust of the criteria by which bids are to be evaluated.

2/Refer to 7 of the General Terms and Conditions.

3/Refer to 16 of the General Terms and Conditions.

NOTE: The monthly rates stated on Overthrust's Statement of Rates may be converted to a daily rate by multiplying the monthly base tariff rate times the number of months in the rate period and dividing the result by the number of days in the rate period. The result is rounded to the fourth decimal place.

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92-71-001

**Original Sheet No. 10** Original Sheet No. 10 : Superseded

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for firm transportation service on behalf of any Shipper for service from any receipt point to any delivery point on the system according to 18 C.F.R. Part 284, Subparts B and G provided:

(a) Overthrust has available pipeline system capacity to render the firm service requested;

(b) Overthrust is not required to construct or acquire any additional facilities, except for minor incidental facilities, to provide the desired transportation service; and

(c) Shipper and Overthrust have executed a transportation service agreement for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Firm Service. The transportation service provided under this rate schedule:

(a) Shall be firm service performed pursuant to 18 C.F.R. Part 284, Subparts B & G;

(b) Shall apply to all gas transported by Overthrust for Shipper under this rate schedule up to the reserved daily capacity (RDC) as defined in 1.29 of the General Terms and Conditions and specified in the transportation service agreement;

(c) Shall be subject to curtailment as provided in 11 of the General Terms and Conditions; and

(d) Shall be provided according to the availability determined by 11 of the General Terms and Conditions.

2.2 Authorized Overrun Service. Upon request of Shipper, Overthrust may elect to receive, transport and deliver volumes of gas in excess of Shipper's RDC. The service (i) shall be available only to the extent it does not impair Overthrust's ability to render service under any other rate schedule (including service up to the total con-

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Second Revised Sheet No. 11** Second Revised Sheet No. 11 : Superseded

Superseding: First Revised Sheet No. 11

RATE SCHEDULE FT

FIRM TRANSPORTATION SERVICE

tracted RDC on this rate schedule), (b) is interruptible, and (c) is subject to the authorized overrun charge.

### 3. RATE PROVISIONS

3.1 Specified Charges. All charges for transportation service under this rate schedule shall be those listed in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) Reservation Charge. A monthly reservation charge shall be assessed for each Dth of Shipper's RDC, subject to the following conditions:

(i) The reservation charge shall be stated in the transportation service agreement and shall be no more than the maximum nor less than the minimum rate specified in the statement of rates.

(ii) Shipper shall be obligated to pay the reservation charge beginning with Shipper's execution of a transportation service agreement.

(iii) In the event the effective date of any Rate Schedule FT transportation service agreement occurs on any day other than the first day of a month, or the termination of any Rate Schedule FT transportation service agreement occurs on any day other than the last day of a month, then the RDC used in the calculation of the reservation charge for such partial month shall be adjusted based on the ratio of the number of days that transportation service was in effect to the total number of days in such month.

(iv) Shipper's obligation to pay the reservation charge shall not be terminated or reduced under any circumstance, except by a reduction in Shipper's RDC agreed to by Overthrust. If Shipper releases its capacity, Shipper will remain liable for the reservation charge unless Overthrust otherwise agrees in writing.

(b) Usage Charge. Shipper shall pay the appropriate usage charge for all gas received by Overthrust for transportation. The usage charge shall be stated in the

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-104-003

**Sub. First Revised Sheet No. 12** Sub. First Revised Sheet No. 12 : Superseded  
Superseding: ORIGINAL SHEET NO. 12  
RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

transportation service agreement or any amendment and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(c) Overrun Charges. Shipper shall pay all overrun charges that may be assessed according to this Rate Schedule and Overthrust's Statement of Rates for all authorized or unauthorized overrun quantities of gas transported by Overthrust.

(d) Additional Facility Charge. Any charge for additional facilities shall be paid by Shipper according to

(e) Balancing Charge. An imbalance charge may be assessed according to 16 of the General Terms and Conditions.

(f) Marketing Fee. Shipper and Overthrust may agree upon a fee to be paid by Shipper to Overthrust when Overthrust actively markets any capacity that is released to a replacement Shipper.

(g) Other Charges. Overthrust shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

3.2. Rate Changes. Overthrust may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Overthrust shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are



**Effective Date: 02/12/2001 Status: Effective**

**FERC Docket: GT01- 7-000**

**First Revised Sheet No. 13** First Revised Sheet No. 13 : Superseded  
Superseding: Original Sheet No. 13

RATE SCHEDULE FT  
FIRM TRANSPORTATION SERVICE

permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Overthrust to provide for changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits Overthrust's right to implement different rates in transportation service agreements with other Shippers under this rate schedule within the ranges set forth in the Statement of Rates.

Overthrust shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual shippers affected, the volume transported and any other information that may be required.

4. REGULATORY FEES

Shipper shall reimburse Overthrust for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Overthrust will issue its statement to Shipper setting forth the fees paid by Overthrust to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of Overthrust's statement.

5. RECEIPT AND DELIVERY

The primary receipt and delivery points for gas tendered by Shipper to Overthrust shall be the points designated in the transportation service agreement. All other receipt and delivery points on Overthrust's system will be available as alternate points to Shippers under this rate schedule on an interruptible basis.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this tariff are applicable to this rate schedule and are incorporated by reference.

*Effective Date: 02/12/2001 Status: Effective*

*FERC Docket: GT01- 7-000*

**First Revised Sheet No. 14** First Revised Sheet No. 14 : Superseded

Superseding: Original Sheet No. 14

Sheet Nos. 14 through 19 are reserved for future use.

Effective Date: 02/12/2001 Status: Effective  
FERC Docket: GT01- 7-000

**Second Revised Sheet No. 20** Second Revised Sheet No. 20 : Superseded  
Superseding: First Revised Sheet No. 20

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This rate schedule is available for interruptible transportation service on behalf of any Shipper for service from any receipt point to any delivery point on the system according to 18 C.F.R. Part 284, Subparts B & G provided:

(a) Overthrust is able to provide such service consistent with its other obligations under Volume Nos. 1 and 1-A of its FERC Gas Tariffs;

(b) Overthrust is not required to construct or acquire any additional facilities, except for minor incidental facilities, to provide the desired transportation service; and

(c) Shipper and Overthrust have executed a transportation service agreement for service under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

The transportation service provided under this rate schedule:

(a) Shall be interruptible service performed pursuant to 18 C.F.R. Part 284, Subparts B and G;

(b) Shall apply to all gas transported by Overthrust for Shipper under this rate schedule up to the daily quantity (DQ) as defined in § 1.10 of the General Terms and Conditions and specified in the transportation service agreement;

(c) Shall be subject to interruption as provided in § 11 of the General Terms and Conditions; and

(d) Shall be provided according to the availability determined by § 11 of the General Terms and Conditions.

3. RATE PROVISIONS

3.1 Specified Charges. All charges for transportation service under this rate schedule shall be as set forth in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

Effective Date: 11/01/1994 Status: Effective  
FERC Docket: RP94-104-003

**Sub. First Revised Sheet No. 21** Sub. First Revised Sheet No. 21 : Superseded  
Superseding: ORIGINAL SHEET NO. 21

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

(a) Usage Charge. Shipper shall pay the appropriate usage charge for all gas received by Overthrust for transportation. The usage charge shall be set forth in the transportation service agreement or any amendment, and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(b) Unauthorized Overrun Charge. Shipper shall pay the unauthorized overrun charge set forth on Overthrust's Statement of Rates for all unauthorized quantities of gas transported by Overthrust.

(c) Additional Facility Charge. Any charge for additional facilities shall be paid by Shipper according to

(d) Balancing Charge. An imbalance charge may be assessed according to 16 of the General Terms and Conditions.

(e) Other Charges. Overthrust shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

3.2 Rate Changes.

Overthrust may from time to time file with the FERC to change the rates set forth on the Statement of Rates applicable to service under this rate schedule. Overthrust shall be entitled to implement such changed rates for service rendered to Shipper under this rate schedule on their effective dates, subject to such refunds, surcharges or other conditions that are specified as terms of the transportation service agreement or that are permitted or required by the FERC. Nothing in this section limits Shipper's rights to contest such changes, nor limits the rights of Shipper and Overthrust to provide for lawful changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits Overthrust's right to implement different rates in

*Effective Date: 02/12/2001 Status: Effective*

*FERC Docket: GT01- 7-000*

**First Revised Sheet No. 22** First Revised Sheet No. 22 : Superseded  
Superseding: Original Sheet No. 22

RATE SCHEDULE IT  
INTERRUPTIBLE TRANSPORTATION SERVICE

transportation service agreements with other Shippers under this rate schedule within the ranges set forth in the Statement of Rates.

Overthrust shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual shippers affected, the volume transported and any other information that may be required.

4. REGULATORY FEES

Shipper shall reimburse Overthrust for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. Overthrust will issue its statement to Shipper setting forth the fees paid by Overthrust to implement the service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of Overthrust's statement.

5. RECEIPT AND DELIVERY

All receipt and delivery points on Overthrust's transmission system are available for use on an interruptible basis by interruptible Shippers upon nomination.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of this tariff are applicable to this rate schedule and are incorporated by reference.

Effective Date: 02/12/2001 Status: Effective  
FERC Docket: GT01- 7-000

**Ninth Revised Sheet No. 30** Ninth Revised Sheet No. 30 : Superseded  
Superseding: Eighth Revised Sheet No. 30

GENERAL TERMS AND CONDITIONS

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Effective Date: 05/08/1998 Status: Effective  
FERC Docket: RP98-184-000

**First Revised Sheet No. 31** First Revised Sheet No. 31 : Superseded  
Superseding: Original Sheet No. 31

#### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to the transportation service provided under Rate Schedules FT and IT of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A.

#### 1. DEFINITIONS

1.1 "Affiliate-Shipper" means an entity that, either directly or through an affiliate, participates in the equity ownership of Overthrust Pipeline Company. An affiliate is any person that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with another person.

1.2 "Alternate receipt or delivery point" means any point where gas is received into or delivered out of Overthrust's system that is not listed as a primary receipt or delivery point in Shipper's Rate Schedule FT transportation service agreement.

1.3 "Authorized overrun" means that quantity of gas authorized by Overthrust in excess of the RDC specified in the applicable firm transportation service agreement.

1.4 "Bidding period" means that period of time that released or uncommitted firm capacity is posted on Overthrust's EBB during which Shippers may bid for capacity.

1.5 "Bidding Shipper" means any Shipper that is qualified to bid for capacity via Overthrust's EBB.

1.6 "Btu" means one British thermal unit, which is the amount of heat required to raise the temperature of one pound of water one degree from 59 degrees to 60 degrees Fahrenheit. "MMBtu" means one million Btu's.

1.7 "Capacity release" means the release by a firm Shipper of its capacity.

1.8 "Cubic foot" means the volume of gas which would occupy a space of one cubic foot at a temperature of 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute.

1.9 "Curtailment" means reduction or temporary suspension of firm service.

1.10 "Day" means a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time (8:00 a.m. Mountain Time). A "business day" is defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

1.11 "Daily quantity (DQ)" means the quantity of gas set forth on Shipper's transportation service agreement under Rate Schedule IT.

1.12 "Decatherm" or "Dth" means a unit of heating value equivalent to 1,000,000 Btu's.

1.13 "Delivery point" means a point where Overthrust delivers gas to or for the account of Shipper after transportation.

1.14 "Equivalent volumes" means the sum of the volumes of gas measured in Mcf received by Overthrust for the account of Shipper at the points of receipt during any given period of time, (a) reduced by (i) Shipper's pro rata share of unaccounted-for gas resulting from the operations of Overthrust during the same period of time and (ii) any gas vented during the same period of time, (b) adjusted for any variations in Btu content, as corrected for any water vapor in excess of five pounds per million cubic feet of gas. The volumes of gas delivered at the point of delivery after transportation shall be the thermal equivalent of the volumes of gas received at the point of receipt for transportation, after reduction, correction and adjustment as provided above.

1.15 "FERC or Commission" means the Federal Energy Regulatory Commission or any federal commission, agency or other governmental body or bodies succeeding to, lawfully exercising or superseding any powers which are exercisable by the Federal Energy Regulatory Commission.

1.16 "Force Majeure" shall include without limitation by this recital, acts of God including fires, explosions, earthquakes or volcanic eruptions, storms, floods, extreme cold or freezing, washouts; necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having



Effective Date: 11/02/1998 Status: Effective

FERC Docket: RP98-415-000

**Fourth Revised Sheet No. 33** Fourth Revised Sheet No. 33 : Superseded

Superseding: Third Revised Sheet No. 33

GENERAL TERMS AND CONDITIONS

jurisdiction, either federal, state or local, civil or military; acts of a public enemy; wars; civil disturbances; strikes, lockouts or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities, breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary for safe operation by the testing party); inability of either party to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this tariff; inability to obtain rights-of-way; and any other causes, whether of the kind herein recited or not, which are not reasonably in the control of the party claiming suspension.

1.17 "Gas" means combustible hydrocarbon gas.

1.18 "Gross heating value" means the number of British thermal units produced by the combustion at a constant pressure, of the amount of gas which would occupy a volume of one cubic foot at a temperature of 60 Fahrenheit on a water-free basis and under a pressure equivalent to that of 30.0 inches of mercury at 32 Fahrenheit and under standard gravitational force (acceleration of 980.665 cm/sec<sup>2</sup>) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of gas and air and when the water vapor formed by combustion is condensed to the liquid state.

1.19 "Inert substances" means non-combustible substances contained in the gas, including but not limited to helium, carbon dioxide and nitrogen.

1.20 "Interruption" means reducing, suspending or discontinuing either the receipt or delivery of gas.

1.21 "Intra-day nomination" is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the gas day and runs through the end of that gas day.

1.22 "Mcf" means 1,000 cubic feet of gas. "MMcf" means 1,000,000 cubic feet of gas.

Effective Date: 05/08/1998 Status: Effective  
FERC Docket: RP98-184-000

**Fourth Revised Sheet No. 34** Fourth Revised Sheet No. 34 : Superseded  
Superseding: Third Revised Sheet No. 34

1.23 "Month" means the period beginning at 8:00 a.m. on the first day of any calendar month and ending at the same hour on the first day of the succeeding calendar month.

1.24 "Mountain time" means the time zone applicable to all clock times identified throughout this FERC Gas Tariff.

1.25 "Operational flow order" (OFO) means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Overthrust's system or to maintain operations required to provide efficient and reliable firm service. Whenever Overthrust experiences these conditions, any pertinent order shall be referred to as an operational flow order.

1.26 "Operational Balancing Agreement" (OBA) means a contract between two parties, which specifies the procedures to manage operating variances at an interconnect.

1.27 "Prospective Firm Shipper" shall mean an entity that has submitted a request for new or additional firm transportation service.

1.28 "Receipt point" means a point where Overthrust receives gas from or for the account of Shipper for transportation on the system.

1.29 Releasing Shipper means any Shipper holding firm capacity rights under a transportation service agreement under Rate Schedule FT that releases firm capacity.

1.30 Replacement Shipper means any Shipper that acquires firm released capacity from a releasing Shipper.

1.31 "Request for Service" means a written or an electronic request for service submitted by any party under 6 and 7 of the General Terms and Conditions.

1.32 "Reserved daily capacity (RDC)" means the quantity of gas in Dth per day that Overthrust is obligated to receive, transport and deliver to Shipper on a firm basis.

Effective Date: 05/08/1998 Status: Effective  
FERC Docket: RP98-184-001

**Substitute Second Revised Sheet No. 34A** Substitute Second Revised Sheet No. 34A : Superseded  
Superseding: Substitute First Revised Sheet No. 34A

GENERAL TERMS AND CONDITIONS

1.33 "Scheduled quantity" means the volume of gas that Overthrust agrees to deliver to Shipper during the applicable nomination period.

1.34 "Shipper" means any party who (a) is receiving service according to an effective rate schedule under this tariff, (b) has executed a service agreement under any rate schedule, or (c) has completed a request for service under Rate Schedules FT or IT.

1.35 "System" shall mean the pipeline and any compression and related facilities owned by Overthrust.

1.36 "Unaccounted-for gas" means that volume of gas which is the difference between the sum of all input volumes of gas to the system and the sum of all output volumes of gas from the system during a month, including, but not be limited to, (a) gas vented (except that gas as provided for in 16 of the General Terms and Conditions and changes, if any, in line pack during that month) and (b) gas lost as a result of an event of force majeure, the ownership of which cannot be reasonably identified.

1.37 "Unauthorized overrun" means that quantity of gas by which Shipper exceeds, without Overthrust's consent, Shipper's RDC.

1.38 "Year" shall mean a period of 365 consecutive days or 366 consecutive days if such period includes February 29, beginning January 1, unless otherwise specified.

2. Reserved for Future Use.

**Third Revised Sheet No. 35A** Third Revised Sheet No. 35A : Superseded  
Superseding: Second Revised Sheet No. 35A

GENERAL TERMS AND CONDITIONS

basis and shall be submitted in the manner set forth in these General Terms and Conditions.

4. ELECTRONIC BULLETIN BOARD (EBB)

4.1 EBB. Overthrust will provide an EBB system to allow Shippers and other interested parties access to pipeline information. Overthrust's EBB will be available on a nondiscriminatory basis to any party that has compatible computer equipment and communication software and has entered into an access agreement with Overthrust.

4.1.1 Entry to Overthrust's EBB will be granted through use of a first name, company name and a password, collectively referred to as an access code, which will be assigned and controlled by Overthrust. Subject to compliance with Overthrust's creditworthiness standards, a user will, upon request, also be assigned a signature code.

EBB users will be allowed to download and read data files and bulletins through use of the access code. However, users must provide their signature code before they will be allowed to insert or update a record on the EBB online, real-time access screens to request, release or bid for capacity.

4.1.2 Shipper may access Overthrust's EBB for general information seven days a week between 2:00 a.m. and midnight. Shippers may access the EBB to release bid and contract for released capacity between 6:00 a.m. and 6:00 p.m. each business day. Shipper may bid for firm service on the EBB according to 7 of these General Terms and Conditions. Except as required by operational necessity, or unless pre-scheduled for other time periods, Overthrust's EBB will be down only between 12:01 and 1:59 a.m. During this time period, shipper nominations tendered according to Section 15 of these General Terms and Conditions may be tendered via facsimile transmission.

4.1.3 In addition to the information and processes for the capacity release program described in 8 of these General Terms and Conditions, Overthrust will provide the following information on its EBB:

(a) General operational information, such as operational flow orders, flow information, current nominations, cumulative daily imbalances, and daily allocation of receipt and delivery points and scheduled quantities. In addition to making scheduled quantities

**Fourth Revised Sheet No. 36** Fourth Revised Sheet No. 36 : Superseded  
Superseding: Second Revised Sheet No. 36

GENERAL TERMS AND CONDITIONS

(a) General operational information, such as operational flow orders, flow information, current nominations, cumulative daily or monthly imbalances, and daily allocation of electronically-measured receipt and delivery points and scheduled quantities (including scheduled intra-day nominations and other scheduling changes). In addition to making scheduled quantities information available by 4:30 p.m. at the end of each day, Overthrust shall also make available to shippers information containing scheduled quantities, including scheduled intra-day nominations and any other scheduling changes.

(b) Available capacity at receipt and delivery points.

(c) Whether the capacity is available from Overthrust or through the capacity release program.

(d) Effective rates for firm and interruptible service.

(e) Service request and acquisition forms allowing Shippers and potential Shippers to request or change firm or interruptible service electronically through Questline.

(f) Standards of conduct relating to service.

(g) Discounts granted for service to affiliates.

(h) General information, critical notices and news items relating to rates, available capacity, expansions, etc. Critical notices shall be defined to pertain to information on Overthrust Pipeline conditions that affect scheduling or adversely affect scheduled gas flow.

4.1.4 Overthrust will also provide the following as required by 18 C.F.R. 284.8(b)(4):

(a) Daily backup of Information. Overthrust will maintain backup copies of the data contained on its web site for 3 years. These copies may be archived to off-line storage but will be provided on computer diskette for a charge of \$50.00 to any party requesting the information from the Customer Service Department.

Effective Date: 02/27/1998 Status: Effective

FERC Docket: GT98- 15-000

**Fourth Revised Sheet No. 37** Fourth Revised Sheet No. 37 : Superseded  
Superseding: Third Revised Sheet No. 37

(f) Menus that will allow the user to separately access notices of available capacity, a listing of affiliate-related discounts, and standards-of-conduct information.

4.1.5 A request for an access agreement shall be submitted to:

EBB Services Department  
Overthrust Pipeline Company  
180 East 100 South  
Salt Lake City, UT 84111  
Phone (801) 324-2950  
FAX (801) 324-2578

4.2 ELECTRONIC DATA INTERCHANGE - Overthrust will also maintain an Internet server and Internet address for conducting business transactions via the Electronic Delivery Mechanism standards adopted by Order No. 587-B and incorporated into this tariff by reference in Section 29 of these General Terms and Conditions. For electronic data interchange transactions, Overthrust will enter into a trading partner agreement with interested parties. Overthrust will adopt the GISB Model Trading Partner Agreement reflecting Internet standards. Overthrust's Electronic Data Interchange contact is listed on the EBB or contact EBB Services at the telephone number listed in Section 4.1.5.

4.3 WORLD WIDE WEB PAGE - Overthrust has established a HTML page(s) accessible via the Internet's World Wide Web. The information that is currently provided will be posted as follows:

- (a) Notices (critical notices, operation notices, systemwide notices, etc.)
- (b) FERC Order No. 566 affiliated marketer information (affiliate allocation log, 24-hour discount postings, etc.)
- (c) Operationally available and unsubscribed capacity.
- (d) Index of customers
- (e) Overthrust's tariff (terms, conditions and rates), or general terms and conditions.

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Fourth Revised Sheet No. 37A** Fourth Revised Sheet No. 37A : Superseded

Superseding: Third Revised Sheet No. 37A

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Electronic Data Interchange contact is listed on its web site, or shippers may contact the Customer Service Department at the telephone number listed in Section 4.6.

4.8 WORLD WIDE WEB PAGE - Overthrust has established a HTML page(s) accessible via the Internet's World Wide Web. The information that is currently provided will be posted as follows:

(a) Notices (critical notices, operation notices, system notices, etc.)

(b) FERC Order No. 566 affiliated marketer information (affiliate allocation log, 24-hour discount postings, etc.)

(c) Operationally available and unsubscribed capacity.

(d) Index of customers

(e) Overthrust's tariff (terms, conditions and rates), or general terms and conditions.

4.9 WEB PAGE ACCESS. Overthrust's web page may be accessed at [www.questarpipeline.com](http://www.questarpipeline.com).

4.10 COMMUNICATION PROTOCOLS. As required by 18 C.F.R. § 284.10(c)(3)(ii), (iii), (iv) and (v), Overthrust will comply with the following requirements for public information documents that are posted on its web site:

(a) Documents will be accessible to the public over the public Internet using commercially available web browsers, without imposition of a password or other access requirement.

(b) Users will be able to (1) search an entire document online for selected words, (2) copy selected portions of the documents and (3) directly download the document without the need to view.

(c) Overthrust shall provide the same content for all information, regardless of the electronic format in which it is provided.

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agreement to Overthrust. A signature code will be issued once the requesting party has complied with the creditworthiness requirement of this tariff.

5. CONTRACTING PROCEDURES

5.1 (a) Procedures. Generally, all requests or bids for service, contracting for service, changes to a Shipper's service agreement, releasing capacity and bidding on released capacity must be made through Overthrust's EBB.

(b) Form of the Agreement. Unless requested by Shipper, no written contract or documents will be issued by Overthrust. The terms and conditions of this tariff together with the terms of Shipper's service documented on the completed service agreement on Overthrust's EBB will constitute the terms of the transportation service agreement between Overthrust and the Shipper.

5.2 Signature Code. The use of a party's signature code on any EBB transaction screen will be deemed to be the party's consent to be bound by the transaction unless the party's bid is withdrawn as specified in 8.10.

5.3 Acquiring Transportation Service.

(a) After complying with the requirements of 4 and 10 of these General Terms and Conditions, a party may bid for firm service or request interruptible service on Overthrust's system via Overthrust's EBB.

(b) After receiving a request for interruptible service, Overthrust will evaluate Shipper's service request. Once the request has been evaluated and approved, Overthrust will issue a completed service agreement on the EBB containing the terms of the service that Overthrust will provide. Placement of the completed service agreement on the EBB will be Overthrust's assent to the contract and notice to the Shipper of the contract.



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(c) A Shipper bidding for uncommitted firm capacity from Overthrust must follow the procedures of 7 of these General Terms and Conditions.

5.4 Changes to Shipper's Transportation service. If Shipper desires to change a term of its transportation service, it must complete a service amendment form on Overthrust's EBB. Overthrust will evaluate the Shipper's request. If Overthrust agrees to the requested amendment, Overthrust will place a completed service amendment form on the EBB by 10:00 a.m. on the third business day following the bid period described in 7 of these General Terms and Conditions. The completed form will be notice to the Shipper that the change in service has been made.

6. REQUEST FOR INTERRUPTIBLE SERVICE

6.1 Request for Service. If a Shipper desires service under Rate Schedule IT, it must request the service via Overthrust's EBB and provide the following information:

(a) The name, business address and phone number of the Shipper requesting service and the party with whom all contact should be made.

(b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user or marketer.

(c) Shipper's affiliation with Overthrust, if any.

(d) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported if 18 C.F.R. Part 284, Subpart B service is requested.

(e) If 311 service is requested, a declaration explaining how the requested service qualifies as 311 service.

Effective Date: 03/18/1999 Status: Effective  
FERC Docket: RP98-406-000

**Third Revised Sheet No. 40** Third Revised Sheet No. 40 : Superseded  
Superseding: Second Revised Sheet No. 40

GENERAL TERMS AND CONDITIONS

(f) The initial term of the service, including beginning and ending dates.

(g) The type and level of service requested.

Under Rate Schedule IT

Daily Quantity \_\_\_\_\_ Dth/day

Estimated average daily quantity \_\_\_\_\_ Dth/day

(h) The usage charge that Shipper proposes to pay for the requested service:

Maximum Rate	Other
_____	_____

6.2 Information Update. Any change in the facts or information provided by Shipper in its request for service, whether before or after service begins, must be promptly communicated to Overthrust.

7. ACQUIRING FIRM SERVICE

7.1 Notice of Available Capacity. On or about the 1st day of each month, Overthrust will post a notice on its EBB of any available capacity under Rate Schedule FT. Available capacity shall be awarded using the bidding procedures described in 7. Overthrust's notice will include the following information:

- (a) RDC stated in Dth/day.
- (b) The receipt and delivery points.
- (c) The beginning and ending dates of the service.
- (d) The minimum acceptable service term.
- (e) The minimum rate Overthrust is willing to accept.

Effective Date: 03/18/1999 Status: Effective  
FERC Docket: RP98-406-000

**Second Revised Sheet No. 41** Second Revised Sheet No. 41 : Superseded  
Superseding: First Revised Sheet No. 41

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(f) Any other conditions applicable to the acceptance of the service.

7.2 Bidding for Capacity. A Shipper desiring to obtain the firm capacity from Overthrust must submit a bid for the service according to the procedures outlined in this section.

7.3 Qualifications for Bidding. Any party wishing to become a bidding Shipper must prequalify by satisfying the creditworthiness provisions and the EBB access and signatory requirements of this tariff prior to submitting a bid for capacity.

7.4 Bid Period. Overthrust's bid period for firm capacity will begin on the day available capacity is posted on the EBB and will be administered as described below.

(a) The initial bid period will be held from 8:00 a.m. on the day available capacity is posted on the EBB until 12:00 noon Mountain Time on the eighth business day prior to the end of the month. Shippers desiring to submit a bid for service must do so prior to 12:00 noon on the eighth business day prior to the end of the month. The rate, term and present value of each bid received during the initial bid period will be shown on Overthrust's EBB as received. However, the identity of the bidding shipper shall be kept confidential.

(b) If no competing bids are received for the same available capacity on Overthrust's system, the board will close at 12:00 noon. If competing bids are received, Overthrust will post notification of the competing bids on its EBB on or before 12:30 p.m. Shippers submitting competing bids will have one opportunity between 12:30 p.m. and 2:00 p.m. to post an updated bid that equals or exceeds the highest bid, according to 7, received between 8:00 a.m. and 12:00 noon.

(c) If no bids are updated between 12:30 p.m. and 2:00 p.m., the board will close at 2:00 p.m. and the bid

Effective Date: 03/18/1999 Status: Effective  
FERC Docket: RP98-406-000

**Third Revised Shet No. 42** Third Revised Shet No. 42 : Superseded  
Superseding: Second Revised Sheet No. 42

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period shall end. If updated competing bids are received, Overthrust will post notification of the competing bids on its EBB on or before 2:30 p.m. The shipper or shippers submitting the highest competitive bid during the 8:00 to 12:00 bid period and any shipper updating bids to equal or exceed the highest bid during the 12:30 p.m. to 2:00 p.m. bid period will have one additional opportunity between 2:30 p.m. and 4:00 p.m. to post an updated bid that equals or exceeds the current highest bid.

(d) Overthrust will post a final list of all bids, including competing bids, by 4:30 p.m. the day of the bid period.

(e) Except for capacity that is subject to a right of first refusal according to Section 9 of the General Terms and Conditions of this tariff, capacity will be awarded no later than 10:00 a.m. on the second business day following the bid period to the shipper or shippers whose bid offers a rate and term that yields the highest present value per unit of capacity and whose terms and conditions are acceptable to Overthrust.

(f) Capacity sold during the bid period will be available no sooner than the first day of the month succeeding the bid period.

(g) Overthrust, at its discretion, may decline to award the capacity and repost it in subsequent bid periods if a satisfactory bid has not been received.

7.5 Bidding Information. Each bid for capacity must include the following:

(a) Capacity transaction number.

(b) Bidding Shipper's name and the name and telephone number of the individual placing the bid.

(c) The beginning and ending dates of the proposed capacity acquisition.

(d) The maximum reservation charge the bidding Shipper is willing to pay for the capacity.

Effective Date: 03/18/1999 Status: Effective  
FERC Docket: RP98-406-000

**Fourth Revised Sheet No. 43** Fourth Revised Sheet No. 43 : Superseded  
Superseding: Third Revised Sheet No. 43

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(b) Bids for firm service, through written request, must be received prior to commencement of the bid period set forth in 7. The bidding Shipper must make a payment of the lesser of \$10,000 or the reservation charge for the requested RDC for the lesser of three months or the term of the requested service. This reservation charge must be submitted to:

Key Bank  
Salt Lake City, Utah  
ABA 124000737  
Acct. 500037528

The bid must be submitted to:

Director, Marketing  
Questar Regulated Services Company  
180 East 100 South  
Salt Lake City, UT 84111

(i) If a transportation agreement is executed, prepayments of amounts tendered under this provision shall be applied to service rendered to Shipper by Overthrust with interest, according to 18 C.F.R. 154.501(d), from the date the payment is made until the date a service agreement is tendered to Shipper for execution. If Overthrust is unable to provide the transportation capacity required by Shipper, or the Shipper is not a successful bidder, Shipper's prepayment shall be refunded with interest according to 18 C.F.R. 154.501(d).

(ii) If transportation capacity is available and Overthrust tenders to the successful bidder a service agreement that coincides with Shipper's request, and Shipper fails to execute such agreement within 15 days of its receipt, the \$10,000 prepayment shall not be refunded to Shipper but shall be retained by Overthrust

7.8 Awarding of Capacity. Capacity requested during the bid period shall be awarded to the Shipper whose bid offers a rate and term that yields the highest present value and whose terms and conditions are acceptable to Overthrust. The present value shall be calculated using the formula stated below. Overthrust's acceptance of a bid shall be conditioned upon the Shipper satisfying Overthrust's credit-worthiness standards and eligibility requirements.

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(a) Present value formula:

$$\left( \frac{\text{Monthly Reservation Charge}}{\text{Per Unit}} \right) \times \left[ \frac{1 - (1+i)^{-n}}{i} \right] = \text{Present Value per Unit}$$

Where: i = interest rate per month, i.e., overall rate of return divided by 12 months.

n = term of the agreement, in months.

(b) If two or more firm Shippers have the same present value and Overthrust's capacity is insufficient to serve the Shippers, capacity will be allocated pro rata based on requested RDC between these firm Shippers.

(c) Overthrust is not obligated to award capacity unless a bid meets the rates, terms and conditions specified in Overthrust's notice.

(d) To document the award of the capacity to the successful bidding Shipper, Overthrust will place a service agreement between Overthrust and the bidding Shipper on the EBB conforming to the terms of the Shipper's bid. Since the bidding shipper is bound by its bid, no further shipper acceptance will be required.

7.9 Requests for Discounts. If Shipper submits a request or bid for service at a discounted rate and Overthrust is not offering the requested service at a discount, Shipper's request or bid shall become invalid upon Overthrust's notification to Shipper and shall thereafter be deemed a nullity for all purposes. Overthrust is not required to accept a bid or request, or provide a service agreement, for any service that is requested or bid at less than the posted minimum acceptable rate for the posted uncommitted firm capacity.

7.10 Notice of Completed Transaction. Within one business day after capacity has been awarded, Overthrust shall post the following information regarding each transaction on its EBB for a period of 30 days:

(a) The name of the Shipper and the transaction number.

(b) Whether or not the Shipper is an affiliate of Overthrust.

Effective Date: 03/18/1999 Status: Effective  
FERC Docket: RP98-406-000

**Second Revised Sheet No. 45** Second Revised Sheet No. 45 : Superseded  
Superseding: Sub First Revised Sheet No. 45

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- (c) Term.
- (d) Reservation charge.
- (e) Primary receipt and delivery points.
- (f) The RDC in Dth/day.

7.11 Initial Deliveries. At the time service commences, Overthrust will require Shipper to identify immediate upstream and downstream transporters. Overthrust may also require Shipper to identify any third-party transporter other than immediate upstream and downstream third-party transporters.

8. CAPACITY RELEASE AND ASSIGNMENT.

8.1 General. This section defines the terms and conditions of the capacity release program on Overthrust's system and applies to any Shipper that has contracted for firm transportation service under this tariff and elects to release all or a portion of its firm capacity.

8.2 Conditions of Release. A Shipper shall have the right to release any portion of its firm capacity but only to the extent that the released capacity is acquired by another Shipper through provisions of this section.

Effective Date: 01/29/1996 Status: Effective  
FERC Docket: RP96-105-000

**First Revised Sheet No. 46** First Revised Sheet No. 46 : Superseded  
Superseding: ORIGINAL SHEET NO. 46  
GENERAL TERMS AND CONDITIONS

8.3 Criteria of Release. A releasing Shipper may specify how bids for released capacity are to be evaluated to determine the best offer. A shipper must notify Overthrust of the criteria by which volumetric bids are to be evaluated. These criteria must be objectively stated, applicable to all potential bidders and nondiscriminatory. Unless the offer to release is withdrawn according to 8.23, the releasing Shipper shall not be entitled to reject a bid that meets its specified criteria.

8.4 Qualification for Participation in the Capacity Release Program - Any party wishing to become a bidding Shipper must prequalify by satisfying the creditworthiness provisions and the EBB access and signatory requirements of this tariff prior to submitting a bid for capacity. Notwithstanding Shipper's qualification to participate in Overthrust's capacity release program, Overthrust does not guarantee to the releasing Shipper that the replacement Shipper will pay for the contracted-for service.

8.5 Notice By Shipper Electing to Release Capacity - A releasing Shipper must post a notice via Overthrust's EBB that it elects to release firm capacity. The notice must state:

(a) The releasing Shipper's name, contract number and the name and phone number of the individual responsible for authorizing the release of capacity.

(b) The maximum and minimum RDC to be released stated in Dth/day.

(c) The primary receipt and delivery points.

(d) Whether capacity will be released on a firm or recallable basis. If on a recallable basis, the terms under which the capacity may be recalled.

(e) Whether Shipper will accept contingent bids, the contingencies acceptable to Shipper, the deadline by which all contingencies must be met and whether Overthrust should award capacity to the next highest bidder if contingencies are not met.

(f) The beginning and ending dates of the release.



**Second Revised Sheet No. 47** Second Revised Sheet No. 47 : Superseded  
Superseding: First Revised Sheet No. 47

- (g) Whether the release is temporary or permanent.
- (h) The minimum acceptable release period.
- (i) Whether the capacity may be released at a one-part volumetric rate.
- (j) If capacity is released at a one-part volumetric rate, (i) the volumetric rate, (ii) the terms and conditions applicable to the release, (iii) whether two-part bids will be accepted and (iv) the criteria by which bids are to be evaluated.
- (k) The minimum rate at which the Shipper will release the capacity. If the releasing Shipper does not specify a minimum rate, a bidding Shipper may bid any rate up to the maximum rate on Overthrust's statement of rates.
- (l) The criteria by which Overthrust should evaluate the bids. A releasing Shipper may select the highest rate (the measure of dollars per unit), the net revenue (the measure of the sum of all payments), the present-value formula in 8.12 or state its own criteria.
- (m) The method by which capacity will be awarded if tied bids are received. If no method for awarding capacity to tied bidders is specified, the capacity will be awarded pro rata based on each shipper's requested RDC.
- (n) Any other conditions applicable to acceptance by the releasing Shipper.

8.6 Term of Capacity Release. The term of capacity release may not exceed the term of the releasing Shipper's transportation service agreement, nor may it be less than one gas day.

8.7 Availability of Released Capacity - Released capacity shall be made available on a nondiscriminatory basis and shall be assigned based on the results of a bid period or a pre-arrangement complying with the procedures described below.

8.8 Bidding Periods for Released Capacity

- (a) The following released-capacity transactions are exempt from the bidding procedures.

Effective Date: 06/17/1999 Status: Effective

FERC Docket: RP99-309-000

**Fifth Revised Sheet No. 48** Fifth Revised Sheet No. 48 : Superseded  
Superseding: Fourth Revised Sheet No. 48

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(i) A pre-arranged release that (a) is for the maximum applicable reservation charge, (b) is for the full term for which the capacity is released and (c) meets all terms and conditions of the release.

(ii) A pre-arranged release for a term of 31 days or less.

(iii) A roll-over of a pre-arranged release for a term of 31 days or less at a maximum rate that meets all other terms and conditions of the release. A release at less than the maximum rate for 31 days or less may not be rolled-over, extended or in any way continued without complying with the requirements of this section; nor may capacity released at less than the maximum rate be re-released to the same replacement shipper until 28 days after the first release period has ended.

A pre-arranged release not subject to bid shall be posted by 9:00 a.m. Central Clock Time the day nominations are due. A transportation service agreement will be tendered on Questline by 10:00 a.m. Central Clock Time that day. Once the pre-arranged Shipper has contracted for service with Overthrust, the pre-arranged Shipper may make its nomination according to Section 15 of this tariff for the following calendar day of gas flow.

(b) The following released-capacity transactions must be posted on Questline by the releasing Shipper and the capacity must be awarded through the bidding procedures. (NOTE: Overthrust is located in the Mountain Time zone, which is one hour earlier than all Central Clock times listed below.)

The timeline set forth below is applicable to all parties involved in the capacity-release process if (1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be creditworthy before the capacity-release bid is tendered and (2) there are no special terms or conditions of the release.

(i) A roll-over of a pre-arranged release for a term of 31 days or less that is at a rate less than the maximum tariff rate. Offers for such releases shall be tendered by 1:00 p.m. Central Clock time on the day before nominations are due. The bidding period will close at 2:00 p.m. Central Clock Time. Bids received by 2:00 p.m. Central

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Seventh Revised Sheet No. 49** Seventh Revised Sheet No. 49 : Superseded  
Superseding: Sixth Revised Sheet No. 49

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(i) A roll-over of a pre-arranged release for a term of 31 days or less. Capacity may not be re-released to the same replacement Shipper, without a bid period, until 28 days after the first-release period has ended. Offers for such releases shall be tendered by 1:00 p.m. Central Clock time on the day before nominations are due. The bidding period will close at 2:00 p.m. Central Clock Time. Bids received by 2:00 p.m. Central Clock Time will be evaluated by 3:00 p.m. Central Clock Time that same day. Overthrust will notify Shippers by 3:00 p.m. Central Clock Time whether (1) capacity will be awarded or (2) matching bids have been received. Shippers with matching bids shall have until 4:00 p.m. Central Clock Time to increase their bid. Capacity will be awarded and posted on Questline by 5:00 p.m. Central Clock Time the day before nominations are due. A contract will be tendered with contract number by 10:00 a.m. Central Clock Time on the day nominations are due.

(ii) Offers for releases for a term of 31 days or less that have not been pre-arranged shall be tendered by 1:00 p.m. Central Clock Time on the day before nominations are due. The bidding period shall end no later than 2:00 p.m. Central Clock Time. Bids received by 2:00 p.m. Central Clock Time will be evaluated by 3:00 p.m. Central Clock Time that same day. Overthrust will notify Shippers by 3:00 p.m. Central Clock Time whether (1) capacity will be awarded or (2) matching bids have been received. Shippers with matching bids shall have until 4:00 p.m. Central Clock Time to increase their bid. Capacity will be awarded and posted on Questline by 5:00 p.m. Central Clock Time. If the releasing Shipper indicated that it will accept bids that are subject to contingencies or specified its own evaluation criteria, releases for 31 days or less will be finalized within the shortest possible time frame after posting. A contract will be tendered with contract number by 10:00 a.m. Central Clock Time on the day nominations are due.

(iii) Releases for a term greater than 31 days, but less than 5 months with no special terms or conditions, shall be processed as described below.

An offer to release capacity shall be tendered no later than 1:00 p.m. Central Clock Time on the day before nominations are due. The bidding period will close at 2:00 p.m. Central Clock Time on the day before nominations are

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Sixth Revised Sheet No. 49A** Sixth Revised Sheet No. 49A : Superseded  
Superseding: Fifth Revised Sheet No. 49A

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due. All bids for the released capacity received by 2:00 p.m. Central Clock Time will be evaluated by 3:00 p.m. Central Clock Time that same day. Overthrust will notify Shippers by 3:00 p.m. Central Clock Time whether (1) capacity will be awarded or (2) matching bids have been received. Shippers with matching bids shall have until 4:00 p.m. Central Clock Time to increase their bid. Capacity will be awarded and posted on Questline by 5:00 p.m. Central Clock Time the day before nominations are due. A contract will be tendered with contract number by 10:00 a.m. Central Clock Time on the day nominations are due.

(iv) Releases for a term of five months or more with no special terms or conditions shall be processed as described below.

An offer to release capacity shall be tendered no later than 1:00 p.m. Central Clock Time four business days before releases for a term of 5 months or more are awarded. All bids for the released capacity that are received by 2:00 p.m. Central Clock Time the day before nominations are due will be evaluated by 3:00 p.m. Central Clock Time that same day. Overthrust will notify Shippers by 3:00 p.m. Central Clock Time whether (1) capacity will be awarded or (2) matching bids have been received. Shippers with matching bids shall have until 4:00 p.m. Central Clock Time to increase their bid. Capacity will be awarded and posted on Questline by 5:00 p.m. Central Clock Time the day before nominations are due. A contract will be tendered with contract number by 10:00 a.m. Central Clock Time on the day nominations are due.

(c) Overthrust shall reject and Shipper will be required to withdraw, upon notice by Overthrust, capacity-release offers reflecting conditions that do not conform to Overthrust's tariff. A new bid period will be scheduled once the withdrawn capacity-release offer has been revised and reposted.

(d) Except as provided in (e), A releasing Shipper may post on Questline a pre-arranged deal at the maximum rate to determine if another Shipper would be willing to offer better terms and conditions.

(e) The rates that are bid and charged for released capacity may exceed the otherwise applicable maximum rates to the extent such rate ceilings have been waived for released capacity transactions of less than one

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Third Revised Sheet No. 49B** Third Revised Sheet No. 49B : Superseded  
Superseding: Second Revised Sheet No. 49B

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year. The maximum rate ceiling was waived by Commission Order No. 637, issued February 9, 2000, for short-term releases of capacity of less than one year beginning March 26, 2000, extending through September 30, 2002, pursuant to 18 C.F.R. § 284.8(i).

(f) A releasing Shipper shall not be able to specify an extension of the original bid period or the pre-arranged deal match period without posting a new release.

8.9 Awarding of Contingent Bids - Released capacity will not be awarded to a bidder submitting a contingent bid until the releasing Shipper has notified Overthrust through Questline that all contingencies have been met. If all contingencies have not been met by the deadline established by the releasing Shipper, the released capacity shall revert back to the releasing Shipper unless Overthrust has been directed by the releasing Shipper to award the capacity to the next highest bidder.

8.10 Bids for Released Capacity - a Shipper may submit a bid for released capacity at any time during the bid period.

(a) Each bid for released capacity must include the following:

(i) Released capacity transaction number;

(ii) Bidding Shipper's name and the name and telephone number of the individual placing the bid.

(iii) The beginning and ending dates of the proposed capacity acquisition.

(iv) The maximum reservation charge the bidding Shipper is willing to pay for the capacity.

(v) The desired RDC stated in Dth/day.

(vi) Whether the bidding Shipper will accept pro rata allocation of capacity and the minimum amount of capacity the bidding Shipper is willing to accept.

(vii) Whether the bidding Shipper is the pre-arranged Shipper.

*Effective Date: 02/12/2001 Status: Effective*  
*FERC Docket: GT01- 7-000*

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

GENERAL TERMS AND CONDITIONS

(b) A pre-arranged Shipper must post its bid for the capacity on Questline. If the pre-arranged Shipper fails to post its bid, the capacity will not be awarded to the pre-arranged Shipper.

(c) The identity of any bidding Shipper shall be kept confidential. However, the amount of each bid received by Overthrust during the bid period will be posted on Questline.

(d) Except as provided in (e), a bidding Shipper may not bid a reservation charge or volumetric rate higher than the maximum reservation charge or volumetric rate specified on the Statement of Rates nor may the volume or the term of the bid exceed the maximum volume or term specified by the releasing Shipper.

(e) The rates that are bid and charged for released capacity may exceed the otherwise applicable maximum rates to the extent such rate ceilings have been waived for released capacity transactions of less than one year. The maximum rate ceiling was waived by Commission Order No. 637, issued February 9, 2000, for short-term releases of capacity of less than one year beginning March 26, 2000, extending through September 30, 2002, pursuant to 18 C.F.R. § 284.8(i).

(f) A bidding Shipper submitting a contingent bid must notify Overthrust and the releasing Shipper, via Questline, when all contingencies have been met.

(g) A bidding Shipper may withdraw its bid prior to the end of the bidding period. However, once a bid is withdrawn, the bidding Shipper may only submit a new bid for that released capacity at a higher rate.

(h) A bid may not be withdrawn after the close of the bid period.

Effective Date: 02/12/2001 Status: Effective  
FERC Docket: GT01- 7-000

**Fourth Revised Sheet No. 50** Fourth Revised Sheet No. 50 : Superseded  
Superseding: Third Revised Sheet No. 50

GENERAL TERMS AND CONDITIONS

8.11 Awarding of Released Capacity - When the capacity-release service provider (Overthrust) makes awards of capacity for which there have been multiple bids meeting minimum conditions, the capacity-release facilitator (Overthrust) shall award the bids, best bid first, until all offered capacity is awarded.

(a) Temporarily released capacity shall be awarded to the bidding Shipper that makes the best offer based on the criteria specified by the releasing Shipper or the present value formula defined below.

(b) Permanently released capacity shall be awarded to the replacement Shipper that offers a rate and term yielding a present value equal to or greater than the present value of the releasing Shipper's transportation service agreement. The present value shall be calculated using the formula stated below. Acceptance shall be conditioned upon the replacement Shipper satisfying Overthrust's creditworthiness standards and eligibility requirements.

(c) Present value formula:

$$\frac{\text{(Monthly Reservation Charge)}}{\text{Per Unit}} \times \frac{[1 - (1+i)^{-n}]}{i} = \text{Present Value per Unit}$$

Where: i = interest rate per month, i.e., overall rate of return divided by 12 months.  
n = term of the agreement, in months.

(d) If two or more bids are of equal value, the capacity shall be awarded according to the criteria specified by the releasing Shipper. If no method for awarding bids of equal value is specified, the capacity shall be awarded to those bidders pro rata based on the ratio the quantity bid by those bidders bears to the total quantity bid by all bidders multiplied by the quantity of capacity released.

Effective Date: 06/17/1999 Status: Effective  
FERC Docket: RP99-309-000

**Third Revised Sheet No. 51** Third Revised Sheet No. 51 : Superseded  
Superseding: Second Revised Sheet No. 51

GENERAL TERMS AND CONDITIONS

ratio the quantity bid by those bidders bears to the total quantity bid by all bidders multiplied by the quantity of capacity released.

(e) If no bid is submitted meeting all of the rates, terms and conditions in the releasing Shipper's release notice, then no award of capacity shall be made.

(f) For a pre-arranged release, if no better offer is received during a bid period or the pre-arranged offer is for the applicable maximum reservation charge and full term of the release, then the pre-arranged bidding Shipper shall become the replacement Shipper. If the pre-arranged release is for less than the applicable maximum reservation charge and a better offer is received during the bid period, the pre-arranged bidding Shipper shall have one hour from the time notification is received from Overthrust to match the better offer. If the pre-arranged bidding Shipper fails to match the better offer, then the bidding Shipper who presented the better offer shall become the replacement Shipper.

(g) To document the award of the release of capacity to the successful bidding Shipper, Overthrust will place a service agreement between Overthrust and the replacement Shipper on Questline conforming to the terms of the Shipper's bid.

(h) A releasing Shipper shall retain all of the capacity under its transportation service agreement that is not acquired by a replacement Shipper.

(i) Unless Overthrust agrees otherwise in writing, the original capacity holder will remain responsible to Overthrust for payment of the reservation charge throughout the original contract term irrespective of any capacity release.

(j) If Overthrust agrees to release the original capacity holder of its contract obligation, Overthrust will not be obligated to provide service at a discounted rate to a replacement Shipper under a permanent capacity assignment.



GENERAL TERMS AND CONDITIONS

8.13 Permanent Release of Capacity.

(a) Where a portion of a Shipper's capacity has been permanently released for the entire remaining term of the releasing Shipper's service agreement without recall or interruption rights, the releasing Shipper may request Overthrust to amend or terminate its service agreement to reflect the permanent release of the capacity.

(b) Overthrust shall not be obligated to amend the releasing Shipper's service agreement to reflect the permanently released capacity unless the capacity is released at the maximum rate and for the full term of the agreement and the replacement Shipper meets Overthrust's creditworthiness requirements and Overthrust receives approval from its lenders. Overthrust may also condition an amendment to or termination of the agreement on payment of exit fees. In lieu of exit fees, the replacement Shipper may enter into a new service agreement containing terms and conditions acceptable to Overthrust and its lenders. Overthrust will not amend or enter into a service agreement for a permanent release of capacity at a volumetric rate.

(c) Unless agreed otherwise by Overthrust and its lenders, the releasing Shipper shall remain liable for payment of the reservation fee under the agreement. Overthrust will not unreasonably refuse to relieve the releasing shipper from any liabilities under the agreement.

(d) If capacity is permanently released, the replacement Shipper will acquire the right of first refusal held by the releasing Shipper as described in 9 to this tariff for the capacity acquired by the replacement Shipper.

8.14 Notice of Completed Transactions - Within one business day after capacity has been awarded, Overthrust shall post the following information regarding each transaction on Questline for a period of 30 days:

(a) The name of the replacement Shipper and the release transaction number.

(b) Whether or not the replacement Shipper is an affiliate of Overthrust.

(c) Term.

Effective Date: 06/17/1999 Status: Effective  
FERC Docket: RP99-309-000

**Second Revised Sheet No. 52A** Second Revised Sheet No. 52A : Superseded  
Superseding: First Revised Sheet No. 52A

GENERAL TERMS AND CONDITIONS

- (d) Reservation charge or volumetric rate.
- (e) Primary receipt and delivery points.
- (f) RDC in Dth/day.
- (g) Whether the capacity is firm or recallable.

8.15 Released Capacity Rates - The reservation charge or volumetric rate for any released firm capacity shall be as bid by the replacement Shipper, but in no event shall the reservation charge or volumetric rate be less than Overthrust's minimum or more than Overthrust's applicable maximum reservation charge or volumetric rate listed on the Statement of Rates. All applicable charges will be stated in the service agreement on Questline. The replacement Shipper shall pay any usage charge as well as all other applicable charges, surcharges or fees.

8.16 Effective Date of Release and Acquisition. The beginning date of the release by a releasing Shipper and the acquisition date of a replacement Shipper will be on the beginning date designated on the notice of released capacity.

8.17 Request to Acquire Released Capacity - A Shipper desiring released capacity may post its request on Questline. The Shipper shall provide all criteria that it deems appropriate, but will include the following:

- (a) Requesting Shipper's name and person to contact for additional information.
- (b) The desired beginning and ending dates.
- (c) The rate the requesting Shipper is willing to pay for the capacity.
- (d) Primary receipt and delivery points.
- (e) The desired RDC in Dth/day.

8.18 Active Marketing Fee - When a releasing Shipper requests that Overthrust actively market the released capacity, Overthrust will provide the marketing service at a fee to be negotiated between Shipper and Overthrust.

Effective Date: 06/01/1997 Status: Effective  
FERC Docket: RP97-131-001

**Second Revised Sheet No. 53** Second Revised Sheet No. 53 : Superseded  
Superseding: First Revised Sheet No. 53

8.19 Nominations and Scheduling - A replacement Shipper must nominate and schedule transportation services directly with Overthrust according to the applicable procedures stated in Overthrust's tariff.

8.20 Notice of Recall. Unless agreed otherwise by the releasing shipper, the replacement shipper and Overthrust, the releasing Shipper must give Overthrust and the replacement Shipper notice of any recall no later than 8:00 a.m. Central Clock Time (7:00 a.m. Mountain Time) on the day nominations are due for the day on which the recall will take effect. The releasing Shipper, when returning recalled capacity to the replacement Shipper, must give Overthrust and the replacement Shipper notice of any returned capacity no later than 8:00 Central Clock Time (7:00 a.m. Mountain Time) on the day nominations are due for the day on which the capacity will revert to the replacement Shipper.

8.21 Compliance by Replacement Shipper - By acquiring released capacity, a replacement Shipper agrees that it will fully comply with all terms and conditions of this tariff. The terms and conditions of the original release, except price, term and volume, will be binding on all replacement Shippers.

8.22 Obligations of Releasing Shipper - The releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released capacity up to the maximum reservation charge specified in the releasing Shipper's service agreement. Subsequent releases by a replacement Shipper shall not relieve the original or any subsequent releasing Shipper of its obligations under this tariff.

8.23 Option to Withdraw Released Capacity

(a) The releasing party has the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made.

(b) Shipper may be required to withdraw the offer according to 8.9(c) of these General Terms and Conditions.

(c) The releasing Shipper must provide notice of its withdrawal of released capacity through Overthrust's EBB prior to the close of the bid period. The offer to release capacity may not be withdrawn after the close of the bid period.

Effective Date: 01/29/1996 Status: Effective  
FERC Docket: RP96-105-000

**First Revised Sheet No. 54** First Revised Sheet No. 54 : Superseded  
Superseding: ORIGINAL SHEET NO. 54

GENERAL TERMS AND CONDITIONS

9. RIGHT OF FIRST REFUSAL

9.1 Upon expiration or notice of termination from Overthrust of a firm service agreement with no evergreen clause, and an initial term of one year or greater, Shipper shall have a right of first refusal to extend service under a new service agreement. Overthrust shall provide written notice to the Shipper the earlier of (i) the date of the notice period provided for in Shipper's contract; or (ii) 90 days prior to the expiration of the term of the contract. Overthrust shall also provide any information needed by Shipper to exercise its right of first refusal.

9.2 Overthrust shall post on its EBB the terms and conditions of the available capacity under the expiring contract as follows:

- (a) RDC stated in Dth/day.
- (b) Receipt and delivery points at which capacity is available and the firm quantities at such points.
- (c) Effective date.
- (d) Term.
- (e) Applicable rates for the service.
- (f) That capacity is subject to right of first refusal.

*Effective Date: 03/18/1999 Status: Effective*

*FERC Docket: RP98-406-000*

**Second Revised Sheet No. 55** Second Revised Sheet No. 55 : Superseded  
Superseding: First Revised Sheet No. 55

GENERAL TERMS AND CONDITIONS

9.3 Capacity will be made available on a nondiscriminatory basis and may be acquired through the bidding process described in 7 of these General Terms and Conditions.

(a) A Shipper desiring to acquire the available capacity shall place a bid with Overthrust, via its EBB, during the bid period. The bid shall be binding once

*Effective Date: 10/01/1997 Status: Effective*  
*FERC Docket: RP97-507-000*

**First Revised Sheet No. 56** First Revised Sheet No. 56 : Superseded  
Superseding: Original Sheet No. 56

received by Overthrust and may not be withdrawn by the bidding Shipper.

(b) The bidding Shipper's bid must include all information included in 7 of these General Terms and Conditions.

9.4 Overthrust shall not be obligated to accept any bid for the capacity at less than the maximum applicable tariff rate or for a term greater than 20 years. Upon acceptance of a bid, Overthrust shall inform the existing Shipper of the terms of the bid to permit Shipper to exercise its right of first refusal. A Shipper exercising its right of first refusal must match the highest bid but only up to the maximum term of five years. The existing Shipper shall have five days to inform Overthrust that it agrees to match the bid.

If the existing Shipper notifies Overthrust that it elects to match the terms of price and duration of the accepted bid, Overthrust shall contract with the existing Shipper. If the existing Shipper does not elect to match the terms of the replacement Shipper's bid, Overthrust will contract with the replacement Shipper according to the terms and conditions of the tariff.

9.5 If no bids are received and the existing Shipper is willing to pay the maximum rate, the existing Shipper will be entitled to continue to receive service for whatever term it chooses. At the end of the term, the existing Shipper may again exercise its right of first refusal to retain the capacity.

9.6 If Overthrust and an existing shipper enter into a contract to continue service that was not subject to an evergreen clause or the right of first refusal, the bidding requirements of 7 will apply. However, any Shipper that acquires available capacity according to this section will not be required to repeat the bidding procedures outlined in 7 of this tariff.

#### 10. CREDITWORTHINESS

10.1 Acceptance of a request for transportation service and performance of that service is contingent upon a satisfactory credit appraisal by Overthrust of Shipper's creditworthiness. All required credit information shall be evaluated by Overthrust on a uniform basis for all similarly

Effective Date: 08/01/1994 Status: Effective  
FERC Docket: RP94-360-000

**Second Revised Sheet No. 58** Second Revised Sheet No. 58 : Superseded  
Superseding: ORIGINAL SHEET NO. 58  
GENERAL TERMS AND CONDITIONS

11. PRIORITY, INTERRUPTION OR CURTAILMENT OF SERVICE

11.1 Priority of Service. Shippers receiving or requesting service on Overthrust's system shall be entitled to service subject to the availability of pipeline capacity on Overthrust's system in the following order of declining priority:

(a) All firm transportation service provided at primary receipt and delivery points.

(b) All firm transportation service provided at alternate receipt and delivery points by date and time of nomination. If two or more Shippers have the same priority, available capacity will be prorated on the basis of their RDC.

(c) All interruptible transportation service by rate paid from highest to lowest. Where two or more Shippers are paying the same rate available capacity shall be scheduled pro rata based on each Shipper's daily nominations.

(d) All authorized overrun transportation service prorated based on the amount requested by each Shipper.

11.2 Interruption and Curtailment of Service.

(a) If Overthrust is unable on any day to serve all of its Shippers, interruption or curtailment of service shall be instituted in sequence in reverse order of priority of service specified in this section.

(b) Any interruptible Shipper paying a discounted rate, if subject to interruption, may elect to pay a higher rate up to the maximum rate to avoid or reduce the possibility of interruption. If Shipper so elects, then interruption shall be according to 11.1(c) or (d), whichever is appropriate. If two or more Shippers are

Effective Date: 02/12/2001 Status: Effective  
FERC Docket: GT01- 7-000

**Second Revised Sheet No. 59** Second Revised Sheet No. 59 : Superseded  
Superseding: First Revised Sheet No. 59

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(c) Once gas has been scheduled, all firm Shippers will be curtailed pro rata regardless of whether those Shippers are using primary or alternate receipt and delivery points.

11.3 Overthrust shall provide Shipper as much advance notice of interruption as is possible under the circumstances in order to permit Shipper to make the election available under § 11.2(b). Such notice shall state the discounted rates being paid by other Shippers, the quantities being transported at such rates and the estimated reduced quantities of gas that can be transported.

11.4 Overthrust shall have the right, without liability to Shipper, to interrupt or curtail the transportation of gas for Shipper for reasons of force majeure; or when necessary, to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, Overthrust's pipeline system, or otherwise related to the operation thereof. Overthrust shall endeavor to cause a minimum of inconvenience to Shipper because of such interruptions.

12. USE OF RECEIPT AND DELIVERY POINTS

12.1 Designation of primary receipt and delivery points. Shipper's primary receipt points must be assigned by the Shipper to corresponding delivery points, subject to available capacity. The total RDC assigned to Shipper's receipt points must equal the RDC assigned to the corresponding delivery point. The sum of the receipt point RDC and delivery point RDC must equal the RDC shown in Shipper's Rate Schedule FT service agreements. The sum of the firm Shipper's primary receipt and delivery point capacities may not exceed the Shipper's total RDC.

12.2 Adding and deleting points or changing capacity at primary receipt and delivery points. A firm Shipper may add and delete primary receipt and delivery points and increase or decrease its RDC at primary receipt and delivery points, subject to available capacity, by amending its transportation service agreement. A firm Shipper that requests primary firm capacity at a new receipt or delivery point must either (a) release an equivalent capacity at one or more existing receipt or delivery points or (b) request and pay for additional primary capacity.



Effective Date: 08/01/1999 Status: Effective  
FERC Docket: RP99-339-001

**Sub Fourth Revised Sheet No. 60** Sub Fourth Revised Sheet No. 60 : Superseded  
Superseding: Third Revised Sheet No. 60

GENERAL TERMS AND CONDITIONS

or more existing receipt or delivery points or (2) request and pay for additional primary capacity.

12.3 Flexible use of alternate receipt and delivery points. A firm Shipper, or any replacement Shipper, may flex to or use any receipt or delivery point on an alternate basis at which capacity is available. However, a replacement Shipper may not add or delete primary receipt and delivery points or change Shipper's RDC at primary receipt and delivery points unless the terms of Shipper's release allow for such.

12.4 Priority at alternate receipt and delivery points. A Shipper's priority at alternate points shall be determined according to 11.

12.5 Nominations to and rights of firm and replacement Shippers at alternate points. A firm or replacement Shipper must follow Overthrust's nomination procedures to flex to alternate receipt and delivery points. A firm or replacement Shipper's right to service at alternate receipt and delivery points shall be subordinate to the primary rights of other firm Shippers at those points, but as provided by 11 to this tariff, will have priority over interruptible transportation and authorized overrun service.

12.6 Right of Shippers to renominate if bumped. If a firm Shipper or replacement Shipper's nomination at a receipt or delivery point requires bumping of a Shipper currently using that receipt or delivery point, Overthrust will notify the interrupted Shipper and allow that shipper to nominate the requested transportation volumes at another receipt or delivery point subject to the intra-day nomination procedures set forth in Section 15.2 of these General Terms and Conditions.

12.7 Availability of receipt and delivery point information. Replacement Shippers may obtain information through Questline regarding Overthrust's ability to provide transportation service between the receipt and delivery points desired by the replacement Shipper.

13. MEASUREMENT

13.1 Unit of Measurement and Metering Base. The standard reporting basis for Btu is 14.73 psia, 60 degrees F (101.325 kPa, and 15 degrees C, and dry).

Effective Date: 11/01/1997 Status: Effective  
FERC Docket: RP97-131-005

**Second Revised Sheet No. 61** Second Revised Sheet No. 61 : Superseded  
Superseding: First Revised Sheet No. 61

value based on cubic meters, the reporting standard is megajoules/cubic meter at standard conditions of 101.325 kPa, 15 degrees C, and dry. (For reference, one megajoule equals one million joules.) Overthrust will standardize the reporting basis for gas volumes as cubic foot at standard conditions of 14.73 psia, and 60 degrees F. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa and 15 degrees C.

13.2 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude at each point of measurement irrespective of variations in natural atmospheric pressure from time to time. When electronic computer measurement is used, the gas pressure will be measured directly, using a pressure measuring device for continuous input to the electronic computer.

13.3 Temperature. The temperature of the gas will be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to a computer of standard manufacture selected by Overthrust and installed according to the recommendations contained in ANSI/API 2530 (Orifice Metering of Natural Gas). The arithmetic average of temperatures for each day shall be used in computing temperatures of the gas during such day for conventional chart measurement. When electronic computer measurement is used, average daily temperature will be computed as a running average.

13.4 Determination of Gross Heating Value and Specific Gravity. Since Overthrust has installed electronic computer measurement equipment and field chromatographs, the determination of gross heating value and specific gravity shall be made from the composition by calculation using physical gas constants for gas compounds as outlined in GPA Standard 2145 92 and GPA Standard 2172-86 (Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas) with any subsequent amendments or revisions that Overthrust may adopt.

If Overthrust elects to install conventional chart measurement, the arithmetic average of the hourly heating value and specific gravity recorded during periods of flow each day by a recording calorimeter and gravitometer or recording chromatograph, if installed, will be the gross

*Effective Date: 11/01/1997 Status: Effective*

*FERC Docket: RP97-131-005*

**Original Sheet No. 61A** Original Sheet No. 61A : Superseded

heating value and specific gravity for all gas delivered during the applicable sample period at the same site each day.

If a continuous gas sampling device is used, determinations shall be made not less than once every month.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP98-415-001

**Sub. Fourth Revised Sheet No. 67** Sub. Fourth Revised Sheet No. 67 : Superseded  
Superseding: Third Revised Sheet No. 67

GENERAL TERMS AND CONDITIONS

15. SCHEDULING OF GAS RECEIPTS AND DELIVERIES

15.1 Daily Scheduling. Overthrust is located in the Mountain Time zone, which is one hour earlier than the Central Clock Time listed below.

Except for intra-day nominations, all nominations shall be considered original nominations and must 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.

All nominations shall include shipper-defined begin dates and end dates. All nominations, excluding intra-day nominations, shall have roll-over options. Specifically, shippers shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.

All parties shall support a seven-days-a-week, twenty-four-hours-a-day nominations process. It is recognized that the success of seven days a week, twenty-four hours a day nominations process is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but shall be available by telephone or pager. Shippers may tender nominations via facsimile transmission during EBB down time.

A shipper's nomination of gas to be transported commencing at 9:00 a.m. Central Clock Time each day shall conform to GISB Standard 1.3.2(i)-(v). Overthrust will support the following standard nomination cycles:

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP98-415-000

**Third Revised Sheet No. 67A** Third Revised Sheet No. 67A : Superseded  
Superseding: Second Revised Sheet No. 67A

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effective at 9:00 a.m. on gas day; and when an evening nomination causes another shipper on Overthrust's system to receive notice that it is being bumped, the scheduled quantities shall be effective at 9:00 a.m. on gas day.

(b) Day of Gas Flow (Central Clock Times):

(i) The Intraday 1 Nomination Cycle: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by Overthrust; 10:30 a.m. to send quick response; 1:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 2:00 p.m. for Overthrust to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties). Scheduled quantities resulting from intraday 1 nominations shall be effective at 5:00 p.m. on gas day.

(ii) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Overthrust; 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 9:00 p.m. for Overthrust to provide scheduled quantities to affected shippers and point operators. Scheduled quantities resulting from intraday 2 nominations shall be effective at 9:00 p.m. on gas day. Bumping is not allowed during the intraday 2 nomination cycle.

(iii) For purposes of 15.1(a)(ii) and (b)(i) and (ii) above, "provide" shall mean, for transmittals pursuant to standards 1.4.1 through 1.4.7, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

All nominations shall include shipper-defined begin dates and end dates. All nominations, excluding intra-day nominations, shall have roll-over options. Specifically, shippers shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of shipper's contract. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.

*Effective Date: 02/12/2001 Status: Effective*

*FERC Docket: GT01- 7-000*

**Fifth Revised Sheet No. 67B** Fifth Revised Sheet No. 67B : Superseded  
Superseding: Fourth Revised Sheet No. 67B

GENERAL TERMS AND CONDITIONS

(ii) The Intraday 2 Nomination Cycle: 5:00 p.m. for nominations leaving control of the nominating party; 5:15 p.m. for receipt of nominations by Overthrust; 5:30 p.m. to send quick response; 8:00 p.m. for receipt of completed confirmations by Overthrust from upstream and downstream connected parties; 9:00 p.m. for Overthrust to provide scheduled quantities to affected Shippers and point operators. Scheduled quantities resulting from Intraday 2 nominations shall be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 nomination cycle.

(iii) For purposes of 15.1(a) (ii) and (b) (i) and (ii) above, "provide" shall mean, for transmittals pursuant to standards 1.4.1 through 1.4.7, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

15.2 Intra-day Nomination Requirements.

(a) As required by 18 C.F.R. § 284.10(c) (1) (i) (A), Overthrust shall (i) give scheduling priority to any intra-day nomination submitted by a firm Shipper over nominated and scheduled quantities for interruptible Shippers, (ii) provide the interruptible Shipper with advance notice of any reduction in its scheduled quantities resulting from an intra-day nomination by a firm Shipper and (iii) notify the interruptible Shipper whether penalties will apply on the day its scheduled quantities are reduced. The only exception to the above is in Intraday 2 Nomination Cycle where bumping does not occur.

(b) Overthrust shall provide notice of bumping to an interruptible Shipper by telephone, FAX or via Questline.

(c) Overthrust will waive any penalties for bumped interruptible Shippers according to § 16.3 of these General Terms and Conditions.

(d) In accordance with 18 C.F.R. § 284.10(c) (1) (i) (B), an intra-day nomination submitted on the day prior to gas flow will take effect at the start of the gas day at 9:00 a.m. central clock time.

Effective Date: 11/02/1998 Status: Effective  
FERC Docket: RP98-415-001

**Sub. Second Revised Sheet No. 67C** Sub. Second Revised Sheet No. 67C : Superseded  
Superseding: First Revised Sheet No. 67C

GENERAL TERMS AND CONDITIONS

15.3 Unconfirmed nomination procedures shall conform to GISB Standard 1.3.22(i)-(iv) as follows:

(a) With respect to the timely nomination/confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the previously scheduled quantity should be the new confirmed quantity.

(b) With respect to the processing of requests for increases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. 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.

(c) With respect to the processing of requests for decreases during the intraday nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

(d) With respect to 15.3 (a)-(c) above, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, Overthrust shall provide the shipper with the following information to explain why the nomination failed, as applicable:

- (1) Overthrust did not conduct the confirmation;
- (2) Shipper is told by Overthrust that the upstream confirming party did not conduct the confirmation;
- (3) Shipper is told by Overthrust that the upstream shipper did have the gas or submit the nomination;

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Second Revised Sheet No. 67D** Second Revised Sheet No. 67D : Superseded

Superseding: Sub. First Revised Sheet No. 67D

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(iv) Shipper is told by Overthrust that the downstream confirming party did not conduct the confirmation;

(v) Shipper is told by Overthrust that the downstream Shipper did not have the market or submit the nomination.

This information shall be imparted to the Shipper on the Scheduled Quantity document.

#### 15.4 Nomination Standards and Requirements.

(a) Intra-day nominations may be used to nominate new supply or market and request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Intra-day nominations do not rollover (i.e., intra-day nominations span one day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intra-day nomination modifies existing nomination.

(b) Overrun quantities shall be requested on a separate transaction.

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

#### 16. BALANCING OF GAS

16.1 Overthrust may require a Shipper to adjust its receipts or deliveries, if necessary, in order to keep Overthrust's system in balance. Overthrust will notify a Shipper immediately upon determination that the Shipper's receipts and deliveries exceed a daily imbalance tolerance of plus or minus 10%. After notification by Overthrust that an adjustment is necessary to keep its system in balance, a Shipper will be afforded reasonable opportunity to remedy its imbalance consistent with existing operational conditions. Overthrust will make daily imbalance information available through Questline each day for the prior gas day.



Effective Date: 11/01/2000 Status: Effective  
FERC Docket: RP01- 34-000

**First Revised Sheet No. 67E** First Revised Sheet No. 67E : Superseded  
Superseding: Substitute Original Sheet No. 67E

GENERAL TERMS AND CONDITIONS

If required to maintain operational stability and system integrity, Overthrust may adjust all receipts and deliveries on its system, even if shippers are within the ñ 10% imbalance tolerance limits.

Adjustments at each transmission transfer meter will be made according to the affected Shipper's operational balancing agreement (OBA) or pre-determined allocation arrangement (PDA) with operators upstream of Overthrust's transmission system. Absent written notice to Overthrust of an OBA or PDA reflecting agreement of all affected Shippers' deliveries of gas to Overthrust at a given transfer meter, adjustments will be made pro rata according to each Shipper's scheduled daily nomination. Overthrust must be notified immediately of any changes to an existing OBA or PDA. Shipper shall provide Overthrust a copy of any document effecting changes to an OBA or PDA immediately upon execution.

16.2 Monthly Balancing.

(a) A Shipper must maintain a monthly balance between net receipts (receipts less lost and unaccounted-for gas) and deliveries within the ñ 10% imbalance tolerance.

(b) For the determination of monthly imbalances, Shippers' receipt or delivery volumes at each MAP point shall be allocated according to the upstream or downstream operator's operational balancing agreement (OBA) or pre-determined allocation (PDA). Absent an OBA or PDA, volumes will be allocated pro rata based on each Shipper's scheduled nomination.

(c) When adjustments become operationally necessary, adjustments at each MAP point will be determined according to the OBA or PDA in place at the time the volumes were received or delivered. Absent an OBA or PDA, adjustments will be pro rata according to each Shipper's daily scheduled nomination.

(d) Overthrust will make monthly imbalance information available to all Shippers through Questline on or before the 9th business day of each month following the month during which gas was transported. An imbalance statement will be tendered to Shipper with Shipper's monthly bill issued according to 17 of these General Terms and Conditions.

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(e) At the end of each calendar month where Shipper's net transportation receipts (receipt Dth less lost-and-unaccounted-for) do not equal deliveries on a Dth basis, the following procedures will apply:

(i) Shipper's imbalances under each T-1 and T-2 agreement will be netted together for monthly imbalance calculations. Each month on or before the 9th business day, Overthrust will provide imbalance statements and information on its website indicating the resulting monthly imbalance incurred in the prior month.

(ii) Following posting of the monthly imbalance for the prior month, Shippers will then have through the last day of the current month to remedy any imbalance exceeding the imbalance tolerance. To remedy an imbalance, Shippers will have the ability to trade imbalances pursuant to 16.3 or pay back the imbalance in the current month pursuant to 16.4.

(iii) At the end of the month in which the imbalance for the prior month was posted and after all imbalance trades and pay back have been entered, Shipper will be cashed out, pursuant to 16.5 for any remaining imbalance.

16.3 Imbalance Trading.

(a) Shipper will be able to trade imbalances with other Shippers that have an imbalance that will reduce each Shipper's imbalance.

(b) All imbalance trading must be conducted through Questline. If Shipper desires to trade imbalances on Questline, Shipper must consent to Overthrust releasing to others on Questline Shipper's monthly imbalance information.

(c) Once Shippers have agreed to trade their imbalances, each Shipper must notify Overthrust by completing an imbalance trading notice on Questline. This notice to Overthrust will be deemed to be the Shipper's direction to Overthrust to make the imbalance trade on the Shipper's account. If the Shipper's notices coincide, Overthrust will adjust Shipper's accounts to reflect the imbalance trade.

Effective Date: 11/01/2000 Status: Effective  
FERC Docket: RP01- 34-000

**Original Sheet No. 67G** Original Sheet No. 67G : Superseded

GENERAL TERMS AND CONDITIONS

(d) Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the imbalance trade among themselves.

(e) Overthrust shall not be liable for any losses incurred by a Shipper if a Shipper is unable to complete an imbalance trade once Shipper has notified Overthrust of the imbalance trade.

17. BILLING AND PAYMENT

17.1 On or before the 9th business day of each month, Overthrust shall furnish to Shipper a monthly the preceding month (including any other applicable charges). Unless otherwise agreed, transportation invoices shall state the net billing rate, rather than the maximum discount tariff rate and the discount amount. Overthrust shall provide a schedule showing volumes of gas (in Mcf) and heat content (in MMBtu) received and delivered, including equivalent volumes, unaccounted-for gas, gas vented, and any imbalance. Shipper's imbalance statement will be included in this billing. Invoices shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities.

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Third Revised Sheet No. 68** Third Revised Sheet No. 68 : Superseded  
Superseding: Second Revised Sheet No. 68

GENERAL TERMS AND CONDITIONS

17.2 On or before the 9th business day of each month, Overthrust shall bill Shipper for any applicable additional facility charges due according to the executed transportation service agreement between Overthrust and Shipper.

17.3 When information necessary for billing purposes is in the control of Shipper, Shipper shall furnish such information to Overthrust on or before the 5th business day of the month with respect to deliveries of gas during the previous month.

17.4 Shipper and Overthrust shall have the right to examine, at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of the statement, charge, or computation made under or pursuant to any of the provisions.

17.5 Shipper shall pay Overthrust, at its general office, or at such other address as Overthrust shall designate, the amount due for the preceding month within ten days after receipt by Shipper of the bill from Overthrust. The party making payment shall submit supporting documentation; the party receiving payment shall apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail shall be provided with the payment. Identify invoice number(s) on all payments.

17.6 Should Shipper fail to pay all of the amount of any bill when such amount is due, Overthrust shall collect interest on the unpaid portion of the bill in the manner and at the rate prescribed by 18 C.F.R. § 154.501(d). If such failure to pay continues for 15 days after payment is due, transporter may curtail service subject to the following conditions:

(a) Overthrust shall notify Shipper of the non-payment and allow Shipper twenty (20) days to make the payment in full. Overthrust shall also notify Shipper of its intent to curtail if the delinquency is not remedied within thirty (30) days of the date of the notice. Such curtailment will then occur only upon written notice to the Commission.

Effective Date: 07/05/1996 Status: Effective  
FERC Docket: RP96-266-000

**Second Revised Sheet No. 69** Second Revised Sheet No. 69 : Superseded  
Superseding: FIRST REVISED SHEET NO. 69  
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its intent to curtail if the delinquency is not remedied within thirty (30) days of the date of the notice. Such curtailment will then occur only upon written notice to the Commission.

(ii) Overthrust shall not curtail, or shall cease curtailing, under this provision if Shipper cures any deficiency or provides any of the following adequate assurances: (i) payment in advance for three (3) month's service; (ii) a standby irrevocable letter of credit drawn upon a bank acceptable to Overthrust; (iii) a security interest in collateral provided by the Shipper found to be satisfactory to Overthrust; or (iv) guarantee by a person or another entity which satisfies Overthrust's creditworthiness requirements.

If Shipper in good faith shall dispute the amount of any such bill, Shipper shall nevertheless pay to Overthrust the amount of such bill and, at any time thereafter within 30 days of a demand made by Shipper, Overthrust shall furnish a good and sufficient surety bond guaranteeing refund to Shipper upon such bills after a final determination by agreement, by determination of regulatory agencies having jurisdiction, or by judgment of the courts, as may be the case.

17.7 If it is determined that Shipper has been overcharged, and Shipper has paid the statement containing the overcharge then, within 30 days after the final determination, Overthrust shall refund the amount overcharged with interest at the rate prescribed by 18 C.F.R. 154.501(d). If it is determined that Shipper has been undercharged, Shipper shall pay the amount undercharged with appropriate interest within 30 days of notice by Overthrust of the amount. Provided, however, no adjustment will be made to any statement more than 24 months from the date of such statement unless disputed within that period. In the event that any portion of a statement is in dispute, payment of the disputed portion shall not be deemed a waiver of the right to contest such disputed portion in any forum having jurisdiction.

17.8 Billing For Released Capacity.

(a) A releasing Shipper will be billed the reservation charges associated with the entire amount of the releasing Shipper's RDC. A conditional credit for the payment of either volumetric or reservation-charge capacity

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Seventh Revised Sheet No. 70** Seventh Revised Sheet No. 70 : Superseded

Superseding: 2 Sub. Sixth Revised Sheet No. 70

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releasing Shipper's RDC. A conditional credit for the payment of either volumetric or reservation-charge capacity releases will be applied to the releasing Shipper's bill if, when required, the releasing Shipper has provided the billing information set out in § 17.3. The releasing Shipper will also be billed any negotiated marketing fee.

(b) Overthrust will bill the replacement Shipper based on the rates specified in the service agreement and any other applicable charges. The replacement Shipper must pay the billed amount directly to Overthrust.

(c) If a replacement Shipper fails to pay Overthrust, Overthrust will notify the releasing Shipper that the conditional credit has been reversed and of the amount due, including interest calculated in accordance with 18 C.F.R. § 154.501(d). This amount must be paid by the releasing Shipper. If the replacement Shipper subsequently pays Overthrust, Overthrust will credit the amount received to the releasing Shipper.

17.11 Crediting of Interruptible Transportation Service Revenues. Each month Overthrust will credit its firm and eligible interruptible Shippers with 100 percent of all revenues, net of variable costs, received from Rate Schedule IT transportation service. Overthrust's interruptible Shippers will be eligible to share in the monthly crediting of interruptible transportation service revenues if their effective transportation rate is greater than the monthly interruptible threshold rate. The monthly interruptible threshold rate will equal:

\$0.0791 - Total monthly interruptible revenues  
180,600 Dth \* 30.4 days

The \$0.0791 and 180,600 Dth represent Overthrust's interruptible transportation rate and the firm contract demand, established to be effective April 1, 2000, by settlement in Docket No. RP00-2. Interruptible Shippers will receive credits equal to the actual volume transported for the month multiplied by the excess in the transportation rate paid above the threshold rate. The amount credited to interruptible Shippers will be deducted from the total interruptible transportation revenue for the month and the remaining interruptible transportation revenue

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 71-001

**Original Sheet No. 74** Original Sheet No. 74 : Superseded

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such as GRI and ACA charges, and the projected incremental volumes expected to be transported. Overthrust will consider volumes to be incremental if the volumes that will be transported would not otherwise flow through Overthrust's system.

25.4 The economic value of a project shall be determined using the discounted cash flow rate of return methodology. The minimum acceptable rate of return may be published from time to time on Overthrust's EBB.

When the present value of the incremental revenues from the project is greater than the present value of the incremental cost of service, Overthrust will pay for the cost of the contemplated facilities. When the present value of the incremental revenues from the project is less than the present value of the incremental cost of service, Shipper shall pay for the cost of the contemplated facilities.

25.5 Shipper's payment for the cost of the new facility shall include the full cost of the facility, the tax burden created by the payment as well as the tax-on-tax effect generated by such payment. Reimbursement for federal income taxes on Shipper's payment will be computed by first determining the tax-on-tax effect, and then deducting the present value of the future tax benefit provided by the future depreciation of plant involved in the payment for the cost of the new facility.

The tax-on-tax effect will be determined by the product of (a) the dollar amount qualifying as a contribution in aid of construction under the Tax Reform Act of 1986 and (b) the "tax rate" divided by 1 minus the tax rate:

$$\text{i.e. } [(\text{Tax Rate}) / (1 - \text{Tax Rate})]$$

The present value of the tax benefit provided by the future depreciation of plant shall be determined by Overthrust.

25.6 When Overthrust has previously paid for receipt or delivery point facilities under this facilities-reimbursement policy, Shipper shall, nevertheless, promptly pay Overthrust for Overthrust's net book value of such facilities when either of the following events occur: (1) when Overthrust's ability to fully recover such costs is denied in any Section 4 or Section 5 rate proceeding, or (2)

Effective Date: 09/21/1996 Status: Effective

FERC Docket: MT96- 26-000

**Second Revised Sheet No. 76** Second Revised Sheet No. 76 : Superseded

Superseding: SUB. FIRST REVISED SHEET NO. 76

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26. SYSTEM OPERATION

Overthrust may take such action as reasonably necessary to prevent damage to or material deterioration of its transmission system and to maintain the operational integrity of the system.

27. ANNUAL CHARGE ADJUSTMENT

As provided by Commission order dated February 1, 1994, in Docket No. RP94-104 (Overthrust Pipeline Co., 66 FERC 61,150), the Annual Charge Adjustment has been cancelled. Overthrust will recover any annual charges recorded in FERC Account No. 928 in an NGA 4(e) rate case.

28. AFFILIATE-RELATED INFORMATION

Overthrust is an interstate natural gas pipeline company that transports natural gas for others pursuant to Subparts B and G of Part 284 and is or may be affiliated, as that term is defined in 18 C.F.R. 161.2, with a marketing or brokering entity. This section provides the information and procedures required by 18 C.F.R. 250.16(b)(1) and (2).

28.1 Shared Personnel and Facilities.

(a) Employees of Questar Pipeline Company (Questar) operate Overthrust. Questar and its marketing affiliate, Questar Energy Trading Company, do not share operating personnel.

(b) Questar shares no position of common responsibility with its marketing affiliate. The affiliated marketer leases office space in the same office building as Questar at 79 South State Street, Salt Lake City, Utah 84111.

(c) Except as noted in (a) and (b) above, Overthrust shares no facilities or operating personnel with any other affiliated marketing or brokering company for which Overthrust conducts any transportation transactions.

28.2 Procedures used to address and resolve complaints by existing and potential Shippers. If Shipper has a concern relating to any request for transportation service



Effective Date: 02/27/1998 Status: Effective

FERC Docket: GT98- 15-001

**Fourth Revised Sheet No. 77** Fourth Revised Sheet No. 77 : Superseded  
Superseding: Third Revised Sheet No. 77

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or any ongoing transportation service, Shipper may request a shipper inquiry form, an example of which is set forth in this tariff at Sheet No. 79. Shipper shall complete the inquiry form and return it to:

Overthrust Pipeline Company  
c/o Vice President & General Manager  
Questar Pipeline Company  
180 East 100 South  
Salt Lake City, UT 84111  
FAX: (801) 324-2684

Overthrust shall respond initially within 48 hours of receipt of Shipper's inquiry. Each inquiry will be noted on the transportation request log. Each inquiry shall be investigated, and Overthrust shall inform Shipper in writing within 30 days of receipt of Shipper's inquiry of any action taken. Overthrust shall maintain a separate file for all Shipper inquiries and Overthrust's responses.

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Sixth Revised Sheet No. 78** Sixth Revised Sheet No. 78 : Superseded

Superseding: Sub Fifth Revised Sheet No. 78

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29. GISB STANDARDS

GISB Standards are business and electronic communication practices promulgated by the Gas Industry Standards Board (GISB) and adopted and codified by the Commission in Section 284.10(b) of its Regulations. The GISB standards listed below, which are incorporated by reference, are identified by number and version.

29.1 Nominations-related, data-dictionary standards:

- Standard 1.2.1 - Version 1.3
- Standard 1.2.2 - Version 1.3
- Standard 1.2.3 - Version 1.3
- Standard 1.2.5 - Version 1.3
- Standard 1.4.1 - Version 1.3
- Standard 1.4.2 - Version 1.3
- Standard 1.4.3 - Version 1.3
- Standard 1.4.4 - Version 1.3
- Standard 1.4.5 - Version 1.3
- Standard 1.4.6 - Version 1.3
- Standard 1.4.7 - Version 1.3

29.2 Intra-day definitions:

- Standard 1.2.8 - Version 1.3
- Standard 1.2.9 - Version 1.3
- Standard 1.2.10 - Version 1.3
- Standard 1.2.11 - Version 1.3
- Standard 1.2.12 - Version 1.3

29.3 Nominations-related standards:

- Standard 1.3.8 - Version 1.3
- Standard 1.3.14 - Version 1.3
- Standard 1.3.15 - Version 1.3
- Standard 1.3.16 - Version 1.3
- Standard 1.3.17 - Version 1.3
- Standard 1.3.18 - Version 1.3
- Standard 1.3.20 - Version 1.3
- Standard 1.3.21 - Version 1.3
- Standard 1.3.23 - Version 1.3
- Standard 1.3.24 - Version 1.3
- Standard 1.3.25 - Version 1.3
- Standard 1.3.27 - Version 1.3
- Standard 1.3.28 - Version 1.3
- Standard 1.3.29 - Version 1.3
- Standard 1.3.30 - Version 1.3
- Standard 1.3.31 - Version 1.3
- Standard 1.3.32 - Version 1.3

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Fifth Revised Sheet No. 78A** Fifth Revised Sheet No. 78A : Superseded

Superseding: Sub Fourth Revised Sheet No. 78A

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29.4 Intra-day business practice standards:

- Standard 1.3.2(vi) - Version 1.3
- Standard 1.3.35 - Version 1.3
- Standard 1.3.36 - Version 1.3
- Standard 1.3.37 - Version 1.3
- Standard 1.3.38 - Version 1.3
- Standard 1.3.39 - Version 1.3
- Standard 1.3.40 - Version 1.3
- Standard 1.3.41 - Version 1.3
- Standard 1.3.42 - Version 1.3
- Standard 1.3.43 - Version 1.3
- Standard 1.3.44 - Version 1.3
- Standard 1.3.45 - Version 1.3
- Standard 1.3.46 - Version 1.3

29.5 Flowing-gas-related standards:

- Standard 2.1.1 - Version 1.3
- Standard 2.3.1 - Version 1.3
- Standard 2.3.2 - Version 1.3
- Standard 2.3.3 - Version 1.3
- Standard 2.3.4 - Version 1.3
- Standard 2.3.5 - Version 1.3
- Standard 2.3.6 - Version 1.3
- Standard 2.3.8 - Version 1.3
- Standard 2.3.10 - Version 1.3
- Standard 2.3.11 - Version 1.3
- Standard 2.3.12 - Version 1.3
- Standard 2.3.13 - Version 1.3
- Standard 2.3.15 - Version 1.3
- Standard 2.3.16 - Version 1.3
- Standard 2.3.17 - Version 1.3
- Standard 2.3.18 - Version 1.3
- Standard 2.3.19 - Version 1.3
- Standard 2.3.20 - Version 1.3
- Standard 2.3.21 - Version 1.3
- Standard 2.3.22 - Version 1.3
- Standard 2.3.23 - Version 1.3
- Standard 2.3.24 - Version 1.3
- Standard 2.3.25 - Version 1.3
- Standard 2.3.26 - Version 1.3
- Standard 2.3.27 - Version 1.3

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Fifth Revised Sheet No. 78B** Fifth Revised Sheet No. 78B : Superseded

Superseding: Sub Fourth Revised Sheet No. 78B

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29.6 Flowing-gas-related, data-dictionary standards:

- Standard 2.4.1 - Version 1.3
- Standard 2.4.2 - Version 1.3
- Standard 2.4.3 - Version 1.3
- Standard 2.4.4 - Version 1.3
- Standard 2.4.5 - Version 1.3
- Standard 2.4.6 - Version 1.3

29.7 Invoicing-related standards:

- Standard 3.1.1 - Version 1.3
- Standard 3.1.2 - Version 1.3
- Standard 3.3.1 - Version 1.3
- Standard 3.3.2 - Version 1.3
- Standard 3.3.3 - Version 1.3
- Standard 3.3.5 - Version 1.3
- Standard 3.3.6 - Version 1.3
- Standard 3.3.7 - Version 1.3
- Standard 3.3.8 - Version 1.3
- Standard 3.3.10 - Version 1.3
- Standard 3.3.11 - Version 1.3
- Standard 3.3.12 - Version 1.3
- Standard 3.3.13 - Version 1.3
- Standard 3.3.16 - Version 1.3
- Standard 3.3.20 - Version 1.3
- Standard 3.3.21 - Version 1.3
- Standard 3.3.22 - Version 1.3

29.8 Invoicing-related, data-dictionary standards:

- Standard 3.4.1 - Version 1.3
- Standard 3.4.2 - Version 1.3
- Standard 3.4.3 - Version 1.3
- Standard 3.4.4 - Version 1.3

29.9 Electronic-delivery mechanism related standards principles:

- Principle 4.1.1 - Version 1.3
- Principle 4.1.2 - Version 1.3
- Principle 4.1.3 - Version 1.3
- Principle 4.1.4 - Version 1.3
- Principle 4.1.5 - Version 1.3
- Principle 4.1.6 - Version 1.3
- Principle 4.1.7 - Version 1.3
- Principle 4.1.8 - Version 1.3
- Principle 4.1.9 - Version 1.3
- Principle 4.1.10 - Version 1.3
- Principle 4.1.11 - Version 1.3
- Principle 4.1.12 - Version 1.3

Effective Date: 02/12/2001 Status: Effective

FERC Docket: GT01- 7-000

**Fifth Revised Sheet No. 78C** Fifth Revised Sheet No. 78C : Superseded

Superseding: Sub Fourth Revised Sheet No. 78C

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29.9 Electronic-delivery mechanism related standards principles (Continued):

- Principle 4.1.13 - Version 1.3
- Principle 4.1.14 - Version 1.3
- Principle 4.1.15 - Version 1.3
- Principle 4.1.16 - Version 1.3
- Principle 4.1.17 - Version 1.3
- Principle 4.1.18 - Version 1.3
- Principle 4.1.19 - Version 1.3
- Principle 4.1.20 - Version 1.3
- Principle 4.1.21 - Version 1.3

29.10 Electronic-delivery mechanism related definitions:

- Standard 4.2.1 - Version 1.3
- Standard 4.2.2 - Version 1.3
- Standard 4.2.3 - Version 1.3
- Standard 4.2.4 - Version 1.3
- Standard 4.2.5 - Version 1.3
- Standard 4.2.6 - Version 1.3
- Standard 4.2.7 - Version 1.3
- Standard 4.2.8 - Version 1.3

29.11 Electronic-delivery mechanism related standards:

- Standard 4.3.1 - Version 1.3
- Standard 4.3.2 - Version 1.3
- Standard 4.3.3 - Version 1.3
- Standard 4.3.5 - Version 1.3
- Standard 4.3.6 - Version 1.3
- Standard 4.3.7 - Version 1.3
- Standard 4.3.8 - Version 1.3
- Standard 4.3.9 - Version 1.3
- Standard 4.3.10 - Version 1.3
- Standard 4.3.11 - Version 1.3
- Standard 4.3.12 - Version 1.3
- Standard 4.3.13 - Version 1.3
- Standard 4.3.14 - Version 1.3
- Standard 4.3.15 - Version 1.3
- Standard 4.3.16 - Version 1.3
- Standard 4.3.17 - Version 1.3
- Standard 4.3.18 - Version 1.3
- Standard 4.3.19 - Version 1.3
- Standard 4.3.20 - Version 1.3
- Standard 4.3.21 - Version 1.3
- Standard 4.3.22 - Version 1.3
- Standard 4.3.23 - Version 1.3
- Standard 4.3.24 - Version 1.3
- Standard 4.3.25 - Version 1.3

Effective Date: 05/01/2001 Status: Effective  
FERC Docket: RP01-307-000

**Fifth Revised Sheet No. 78D** Fifth Revised Sheet No. 78D : Superseded  
Superseding: Fourth Revised Sheet No. 78D

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29.11 Electronic-delivery mechanism related standards:  
(Cont.

4.3.58 - Version 1.4	4.3.72 - Version 1.4
4.3.59 - Version 1.4	4.3.73 - Version 1.4
4.3.60 - Version 1.4	4.3.74 - Version 1.4
4.3.61 - Version 1.4	4.3.75 - Version 1.4
4.3.62 - Version 1.4	4.3.76 - Version 1.4
4.3.63 - Version 1.4	4.3.77 - Version 1.4
4.3.64 - Version 1.4	4.3.78 - Version 1.4
4.3.65 - Version 1.4	4.3.79 - Version 1.4
4.3.66 - Version 1.4	4.3.80 - Version 1.4
4.3.67 - Version 1.4	4.3.81 - Version 1.4
4.3.68 - Version 1.4	4.3.82 - Version 1.4
4.3.69 - Version 1.4	4.3.83 - Version 1.4
4.3.70 - Version 1.4	4.3.84 - Version 1.4
4.3.71 - Version 1.4	4.3.85 - Version 1.4

29.12 Capacity-release standards:

5.1.1 - Version 1.4	5.3.24 - Version 1.4
5.2.2 - Version 1.4	5.3.26 - Version 1.4
5.3.5 - Version 1.4	5.3.27 - Version 1.4
5.3.7 - Version 1.4	5.3.28 - Version 1.4
5.3.8 - Version 1.4	5.3.29 - Version 1.4
5.3.9 - Version 1.4	5.3.30 - Version 1.4
5.3.10 - Version 1.4	5.3.33 - Version 1.4
5.3.11 - Version 1.4	5.3.34 - Version 1.4
5.3.12 - Version 1.4	5.3.35 - Version 1.4
5.3.13 - Version 1.4	5.3.36 - Version 1.4
5.3.14 - Version 1.4	5.3.37 - Version 1.4
5.3.15 - Version 1.4	5.3.38 - Version 1.4
5.3.17 - Version 1.4	5.3.39 - Version 1.4
5.3.18 - Version 1.4	5.3.40 - Version 1.4
5.3.19 - Version 1.4	5.3.41 - Version 1.4
5.3.20 - Version 1.4	5.3.42 - Version 1.4
5.3.21 - Version 1.4	
5.3.22 - Version 1.4	

29.13 Capacity-release, data-dictionary standards:

5.4.1 - Version 1.4
5.4.2 - Version 1.4
5.4.3 - Version 1.4
5.4.4 - Version 1.4
5.4.5 - Version 1.4
5.4.6 - Version 1.4
5.4.7 - Version 1.4
5.4.8 - Version 1.4
5.4.9 - Version 1.4
5.4.10 - Version 1.4
5.4.11 - Version 1.4
5.4.12 - Version 1.4

Effective Date: 05/01/2001 Status: Effective  
FERC Docket: RP01-307-000

**Second Revised Sheet No. 78E** Second Revised Sheet No. 78E : Superseded  
Superseding: First Revised Sheet No. 78E

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29.13 Capacity-release, data-dictionary standards:  
(Cont.)

- 5.4.13 - Version 1.4
- 5.4.14 - Version 1.4
- 5.4.15 - Version 1.4
- 5.4.16 - Version 1.4
- 5.4.17 - Version 1.4
- 5.4.18 - Version 1.4
- 5.4.19 - Version 1.4

29.14 Contracts-related standards:

- 6.3.3 - Version 1.4
- 6.5.1 - Version 1.4
- 6.5.2 - Version 1.4

29.14 Contracts-related standards:

- 6.3.3 - Version 1.4
- 6.5.1 - Version 1.4
- 6.5.2 - Version 1.4

30. OPERATIONAL FLOW ORDERS (OFO)

30.1 Declaration of OFOs. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties.

30.2 Notice Procedures of OFOs. Upon issuance of an OFO, notification will be posted on Overthrust s Informational Postings and Overthrust will support further notification, to be designated by Shipper, through the following channels: (1) up to two internet e-mail addresses provided by Shipper or (2) additional electronic notification designated by Shipper. The notice shall specify (a) the time and date of issuance of the notice, (b) the actions that affected shippers are required to take, (c) the nature of the problem sought to be addressed, (d) the time by which affected shippers must comply with the OFO, (e) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO will remain in effect until Overthrust contacts the affected Shippers) and (f) any other conditions. Shippers must notify Overthrust of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO.

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92- 71-001

**Original Sheet No. 100** Original Sheet No. 100 : Superseded

Contract No.  
FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT  
Rate Schedule FT

1. SHIPPER'S STATUS:  
\_\_\_\_\_ Local Distribution Company  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Other
  
2. TRANSPORTATION ON BEHALF OF:  
\_\_\_\_\_ LDC  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Shipper
  
3. RATE SCHEDULE FT RESERVED DAILY CAPACITY  
  
Dth/day
  
4. PRIMARY RECEIPT POINTS  
Meter No. Capacity
  
  
5. PRIMARY DELIVERY POINTS  
Meter No. Capacity
  
  
6. RATES:  
Reservation Charge:  
  
The maximum rate on Overthrust's  
Statement of Rates.  
A discounted rate of \$ /Dth  
See additional terms  
  
Usage Charge:  
  
The rate on Overthrust's Statement of  
Rates.  
See additional terms



Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92-71-001

**Original Sheet No. 101** Original Sheet No. 101 : Superseded

7. VOLUMETRIC RATE:

Valid only if contract is for  
capacity released at a volumetric  
rate.

8. ADDITIONAL FACILITIES CHARGES:

None  
Lump-sum payment of  
Monthly fee of  
See additional terms

9. TERM OF SERVICE:

to

10. RENEWAL TERM:

None  
Month to month  
Other

11. ADDITIONAL TERMS:

This Agreement includes all the terms and conditions of  
Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A  
and the terms, conditions and signatures of Shipper's access  
agreement with Overthrust.

Shipper Approval

(Signature Code)

Date: Time

Overthrust Pipeline Company Approval

(Signature Code)

Date: Time

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 71-001

Original Sheet No. 102 Original Sheet No. 102 : Superseded

Contract No.

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
Rate Schedule IT

1. SHIPPER'S STATUS:  
\_\_\_\_\_ Local Distribution Company (LDC)  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Other
2. TRANSPORTATION ON BEHALF OF:  
\_\_\_\_\_ LDC  
\_\_\_\_\_ Intrastate Pipeline Company  
\_\_\_\_\_ Interstate Pipeline Company  
\_\_\_\_\_ Shipper
3. DAILY QUANTITY TO BE TRANSPORTED:  
  
Dth/day
4. USAGE CHARGE:  
  
The maximum rate on Overthrust's  
Statement of Rates.  
A discounted rate of \$ /Dth  
See additional terms
5. ADDITIONAL FACILITIES CHARGES:  
  
None  
Lump-sum payment of  
Monthly fee of  
See additional terms
6. TERM OF SERVICE:  
  
to
7. RENEWAL TERM:  
  
None  
Month to month  
Other:

Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92-71-001

**Original Sheet No. 103** Original Sheet No. 103 : Superseded

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
Rate Schedule IT  
(Continued)

8. ADDITIONAL TERMS:

This Agreement includes all the terms and conditions of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures of Shipper's access agreement with Overthrust.

Shipper Approval  
(Signature Code)

Date: Time

Overthrust Pipeline Company Approval  
(Signature Code)

Date: Time

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92- 71-001

**Original Sheet No. 104** Original Sheet No. 104 : Superseded

Contract No.  
Amendment No.

FIRM TRANSPORTATION SERVICE AMENDMENT FORM  
Rate Schedule FT

Amended Terms

1. RATE SCHEDULE FT RESERVED DAILY CAPACITY

Dth/day

2. TERM OF THE AGREEMENT:

to

3. RENEWAL TERM:

None  
Month to month  
Other:

4. PRIMARY RECEIPT POINTS:

Add  
Permanent Release

Meter No. Capacity

5. PRIMARY DELIVERY POINTS:

Add  
Permanent Release

Meter No. Capacity

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92-71-001

**Original Sheet No. 105** Original Sheet No. 105 : Superseded

FIRM TRANSPORTATION SERVICE AMENDMENT FORM  
Rate Schedule FT  
(Continued)

6. RATES:  
Reservation Charge:  
  
The maximum rate on Overthrust's  
Statement of Rates.  
A discounted rate of \$ /Dth
- Usage Charge:  
  
The rate on Overthrust's Statement of  
Rates.  
Other:

7. EFFECTIVE DATE OF CHANGES:  
 , 199

8. ADDITIONAL TERMS AND CONDITIONS:  
  
This Agreement includes all the terms and conditions of  
Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A  
and the terms, conditions and signatures of Shipper's Access  
Agreement with Overthrust.

Shipper Approval  
(Signature Code)

Date: Time:

Overthrust Pipeline Company Approval  
(Signature Code)

Date: Time

Effective Date: 10/01/1993 Status: Effective  
FERC Docket: RS92-71-001

**Original Sheet No. 106** Original Sheet No. 106 : Superseded

Contract No.  
Amendment No.  
INTERRUPTIBLE TRANSPORTATION AMENDMENT FORM  
Rate Schedule IT  
Amended Terms

1. QUANTITY TO BE TRANSPORTED:

Dth/day

2. TERM OF THE AGREEMENT:

to

3. RENEWAL TERM:

None  
Month to month  
Other:

4. USAGE CHARGE:

The maximum rate on Overthrust's Statement  
of Rates. A discounted rate of \$ /Dth

5. EFFECTIVE DATE OF CHANGES:

, 199

6. ADDITIONAL TERMS AND CONDITIONS:

This Agreement includes all the terms and conditions of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A and the terms, conditions and signatures of Shipper's Access Agreement with Overthrust.

Shipper Approval  
(Signature Code)

Date: Time:

Overthrust Pipeline Company Approval  
(Signature Code)

Date: Time

Effective Date: 02/27/1998 Status: Effective

FERC Docket: GT98- 15-000

**First Revised Sheet No. 107** First Revised Sheet No. 107 : Superseded

Superseding: Original Sheet No. 107

ELECTRONIC BULLETIN BOARD ACCESS AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between Overthrust Pipeline Company (Overthrust), 180 East 100 South, Salt Lake City, UT 84111, and \_\_\_\_\_ (Shipper).

The Parties represent as follows:

A. Overthrust has established an electronic bulletin board (EBB). The EBB is an interactive information and transaction service accessible by personal computer over a telephone line. The EBB allows shippers on Overthrust's system to obtain information regarding capacity available on Overthrust's system, to release and acquire capacity and to contract with Overthrust for that capacity.

B. Shipper desires to transact business with Overthrust using the EBB.

The Parties agree as follows:

A. Shipper shall have access to Overthrust's EBB through an access code that will be assigned by Overthrust. The access code may be changed at any time by Overthrust upon request by Shipper.

B. Before Shipper may transact business on Overthrust's EBB, Shipper must comply with Overthrust's creditworthiness requirements set out in Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A (Tariff). Once Shipper has met Overthrust's creditworthiness requirements, Shipper will be assigned a signature code that may be used to transact business on Overthrust's EBB. Shipper will be bound by any transaction conducted on the EBB using Shipper's signature code.

C. If Shipper transacts business on Overthrust's EBB, Shipper agrees to be bound by all the terms and conditions of Overthrust's FERC Gas Tariff, First Revised Volume No. 1-A. Each transaction on Overthrust's EBB specifically incorporates Overthrust's Tariff, shipper's signature on this agreement and the terms and conditions of this agreement, as the terms and conditions of the transaction.

D. Shipper must notify Overthrust of all persons in Shipper's organization who have access to Shipper's access and signature codes. Shipper must immediately notify Overthrust when a new person is given use of Shipper's

Effective Date: 02/27/1998 Status: Effective  
FERC Docket: GT98- 15-000

**First Revised Sheet No. 108** First Revised Sheet No. 108 : Superseded  
Superseding: Original Sheet No. 108

access and signature codes or when a person's use has been revoked by Shipper. Shipper must promptly inform Overthrust of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of the Shipper's password or access code. Until Overthrust is notified by telephone at 1-801-324-2950 or FAX at 1-801-324-2578 of a breach of security, the Shipper will remain liable for any unauthorized use of or transaction conducted on the EBB using Shipper's access and signature codes.

1. Shipper may download, store, manipulate, analyze, reformat, print and utilize the information from the EBB only for its own uses related to transportation on Overthrust's system. Shipper shall not directly or indirectly publish, broadcast or distribute the information in any medium except that Shipper may use portions of the information for internal printed communications and memoranda.

2. The EBB service is provided for use by Shipper only and the service and the information contained on the EBB may not be resold in whole or part or otherwise commercially exploited by Shipper without Overthrust's express written agreement. This Agreement may not be assigned or transferred to any other entity.

3. Shipper must pay all fees and charges, including any applicable taxes associated with the use of the EBB. Overthrust reserves the right to change the amount of any charge and to institute new charges effective upon 30 days' notice to Shipper. All charges shall be paid according to the billing terms in Overthrust's Tariff.

4. Shipper must provide all personal computer communications equipment necessary to gain access to the EBB service. Overthrust will provide a telephone number for accessing the EBB. Shipper must have computer equipment and communication software compatible with Overthrust's EBB. Compatible computer equipment includes, but is not limited to, an IBM or IBM compatible PC and Hay's or Hay's compatible modem capable of operating at a rate from 1200 to 9600 baud.

9 The EBB will be available daily for general access from 2:00 a.m. to Midnight Mountain Time. Shippers may



Effective Date: 10/01/1993 Status: Effective

FERC Docket: RS92- 71-001

**Original Sheet No. 109** Original Sheet No. 109 : Superseded

ELECTRONIC BULLETIN BOARD ACCESS AGREEMENT  
(Continued)

access the EBB to release, bid and contract for capacity from 6:00 a.m. to 6:00 p.m. Mountain Time each working day.

10. Unauthorized access by Shipper to the EBB, to restricted portions of the EBB or to other telecommunications or computer facilities used to deliver the EBB services are a breach of this Agreement and a violation of law.

11. Overthrust shall have no liability to Shipper or any other party for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication and line failure, theft or destruction, or unauthorized access to alteration of or use of the EBB, whether for breach of contract, tortious behavior, negligence or under any other cause or action Overthrust shall not be liable to Shipper or any other party for any direct, consequential, punitive, special or other damages arising in any way from the availability of the information regardless of the form of the action, whether in contract or tort.

12. Overthrust expressly disclaims any and all warranties, including, without limitation, any warranties as to the availability, accuracy or content of information located on the EBB and any warranties of merchantability or fitness for a particular purpose.

13. Overthrust may terminate a Shipper's access to Overthrust's EBB without notice for violation of this Agreement.

14. Shipper shall not be authorized to access Overthrust's EBB or transact business on Overthrust's EBB until Shipper has received its access and signature code from Overthrust.

15. Upon the implementation of Overthrust's Tariff, Shipper's transportation agreements, authorized under 18 C.F.R. 284 subparts B and G, will be reformed to comply with the form of service agreements found in the Tariff. The original form of the Shipper's service agreements issued to Shipper when it commenced service on Overthrust's system will cease to be valid. Shipper's reformed service

