

FERC Gas Tariff
Fourth Revised Volume No. 1
Supersedes

Third Revised Volume No. 1
to the FERC Gas Tariff

of

WBI Energy Transmission, Inc.

Filed With
Federal Energy Regulatory Commission

Communications Concerning Tariff
Should be Addressed to:

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Fourth Revised Volume No. 1 - Table of Contents	Part 1
Preliminary Statement	Part 2
System Map	Part 3
Notice of Currently Effective Rates - Index	Part 4
FT-1 - Firm Transportation Service - Index	Section 1
FT-1	Section 1.1
FT-1 (Valley Expansion)	Section 1.2
FT-1 (Garden Creek)	Section 1.3
FT-1 (Stateline)	Section 1.4
FT-1 (North Bakken Expansion)	Section 1.5
FT-1 (Wahpeton Expansion)	Section 1.6
FTN-1 - No-Notice Firm Transportation Service	Section 2
IT-1 - Interruptible Transportation Service - Index	Section 3
IT-1	Section 3.1
IT-1 (Garden Creek)	Section 3.2
IT-1 (Stateline)	Section 3.3
FS-1 - Firm Storage Service	Section 4
IS-1 - Interruptible Storage Service	Section 5
PAL-1 - Park and Loan Service	Section 6
Fuel Use and L & U and Electric Reimbursement	Section 7
Rate Schedules - Index	Part 5
FT-1 - Firm Transportation Service	Section 1
FTN-1 - No-Notice Firm Transportation Service	Section 2
IT-1 - Interruptible Transportation Service	Section 3
FS-1 - Firm Storage Service	Section 4
IS-1 - Interruptible Storage Service	Section 5
PAL-1 - Park and Loan Service	Section 6
General Terms and Conditions - Index	Part 6
Definition of Terms	Section 1
Descriptive Headings	Section 2
Pressure	Section 3
Quality	Section 4
Measurement	Section 5
Service Conditions	Section 6
Affl. Trans.Compliance Plan and Serv. Requests	Section 7
Electronic Communication Mechanisms	Section 8
Nomination and Scheduling Procedures	Section 9
Allocation of Uncommitted Capacity	Section 10
Rate of Delivery	Section 11
Receipt/Delivery Points	Section 12
Interruption	Section 13
Balancing and Nomination Variance Procedures	Section 14
Operational Flow Orders	Section 15
Firm Capacity Release Mechanism	Section 16
Unauthorized Gas	Section 17
Billings	Section 18
Taxes	Section 19
Payments	Section 20
Insolvency/Performance Provision	Section 21

Possession of Gas	Section 22
Pipeline Service Obligations	Section 23
Odorization	Section 24
Force Majeure	Section 25
Warranty	Section 26
Indemnification	Section 27
Notices	Section 28
Assignment	Section 29
Non-Waiver and Future Default	Section 30
Joint Obligations	Section 31
Applications for Authority and Certificates	Section 32
Attribution of Costs	Section 33
Schedules and Agreements Subject to Regulation	Section 34
Fuel and Electric Power Reimbursement Adjustment	Section 35
FERC Annual Charge Adjustment Provision	Section 36
Inconsistencies	Section 37
Incorp. in Rate Sched. and Gas Serv. Agreements	Section 38
Lateral Pipeline Policy	Section 39
NAESB Business Practice Standards	Section 40
Pooling Service	Section 41
Segmentation of Capacity	Section 42
Negotiated Rates	Section 43
 Forms of Service Agreements - Index	 Part 7
Form of Service Agreement FT-1	Section 1
Form of Service Agreement FTN-1	Section 2
Form of Service Agreement IT-1	Section 3
Form of Service Agreement FS-1	Section 4
Form of Service Agreement IS-1	Section 5
Form of Service Agreement PAL-1	Section 6
 List of Non-Conforming Service Agreements	 Part 8

PRELIMINARY STATEMENT

WBI Energy Transmission, Inc. is a natural gas company engaged in the business of storing, transporting, and selling natural gas in interstate commerce in the states of Montana, North Dakota, South Dakota, Minnesota, and Wyoming, subject to the provisions of the Natural Gas Act and the Federal Energy Regulatory Commission's Regulations thereunder. The Company stores and transports natural gas for the following parties including, but not limited to, local distribution utilities, other interstate natural gas pipeline companies, natural gas marketers, producers, end users and other shippers.

System Maps

WBI Energy Transmission, Inc.'s currently effective System Maps are available on the Company's Interactive Website at the following URL address:

http://transmission.wbienergy.com/informational_postings/maps/maps.aspx

Notice of Currently Effective Rates - Index

**Part 4
Section**

FT-1 - Firm Transportation Service - Index	1
FT-1	1.1
FT-1 (Valley Expansion)	1.2
FT-1 (Garden Creek)	1.3
FT-1 (Stateline)	1.4
FT-1 (North Bakken Expansion)	1.5
FT-1 (Wahpeton Expansion)	1.6
FTN-1 - No-Notice Firm Transportation Service	2
IT-1 - Interruptible Transportation Service - Index	3
IT-1	3.1
IT-1 (Garden Creek)	3.2
IT-1 (Stateline)	3.3
FS-1 - Firm Storage Service	4
IS-1 - Interruptible Storage Service	5
PAL-1 - Park and Loan Service	6
Fuel Use and L & U and Electric Reimbursement	7

FT-1 - Firm Transportation Service - Index

	<u>Section</u>
FT-1	1.1
FT-1 (Valley Expansion)	1.2
FT-1 (Garden Creek)	1.3
FT-1 (Stateline)	1.4
FT-1 (North Bakken Expansion)	1.5
FT-1 (Wahpeton Expansion)	1.6

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE

RATE SCHEDULE FT-1		

RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	11.36247
MINIMUM	RATE PER EQV. DKT PER MO	.00000
COMMODITY CHARGE		
MAXIMUM A/B/C/	RATE PER DKT	.02546
MINIMUM A/B/C/	RATE PER DKT	.02546
SCHEDULED OVERRUN CHARGE		
MAXIMUM A/B/C/	RATE PER DKT	.39186
MINIMUM A/B/C/	RATE PER DKT	.02546
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.37356
MINIMUM	RATE PER DKT	.00000

-
- A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
- B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE.

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FT-1 (VALLEY EXPANSION) A/B		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	16.30144
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
COMMODITY CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.02546
MINIMUM C/D/E/	RATE PER DKT	.02546
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.39186
MINIMUM C/D/E/	RATE PER DKT	.02546
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.53594
MINIMUM	RATE PER DKT	.00000

- A/ APPLICABLE ONLY FOR INCREMENTAL CAPACITY CERTIFICATED IN DOCKET NO. CP17-257-000.
- B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
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- E/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE."

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FT-1 (GARDEN CREEK) A/B		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	.96322
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
COMMODITY CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.00000
MINIMUM C/D/E/	RATE PER DKT	.00000
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.02833
MINIMUM C/D/E/	RATE PER DKT	.00000
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.03167
MINIMUM	RATE PER DKT	.00000

A/ RATES HEREUNDER ARE APPLICABLE ONLY FOR FIRM TRANSPORTATION SERVICE ON LINE SECTION 27.

B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.

C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S LINE SECTION 27 FACILITIES.

D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

E/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE."

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FT-1 (STATELINE) A/B		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	.61444
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
COMMODITY CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.00000
MINIMUM C/D/E/	RATE PER DKT	.00000
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.01971
MINIMUM C/D/E/	RATE PER DKT	.00000
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.02020
MINIMUM	RATE PER DKT	.00000

A/ RATES HEREUNDER ARE APPLICABLE ONLY FOR FIRM TRANSPORTATION SERVICE ON LINE SECTION 28.

B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.

C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S LINE SECTION 28 FACILITIES.

D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.

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NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FT-1 (NORTH BAKKEN EXPANSION) A/B		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	14.92878
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
COMMODITY CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.02546
MINIMUM C/D/E/	RATE PER DKT	.02546
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.39186
MINIMUM C/D/E/	RATE PER DKT	.02546
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.49081
MINIMUM	RATE PER DKT	.00000

- A/ APPLICABLE ONLY FOR INCREMENTAL CAPACITY CERTIFICATED IN DOCKET NOS. CP20-52-000 AND CP20-52-001.
- B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
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- E/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE."

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FT-1 (WAHPETON EXPANSION) A/B		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	47.17326
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
COMMODITY CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.02546
MINIMUM C/D/E/	RATE PER DKT	.02546
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E/	RATE PER DKT	.39186
MINIMUM C/D/E/	RATE PER DKT	.02546
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	1.55090
MINIMUM	RATE PER DKT	.00000

- A/ APPLICABLE ONLY FOR INCREMENTAL CAPACITY CERTIFICATED IN DOCKET NO. CP22-466-000.
- B/ REFER TO RATE SCHEDULE FT-1 FIRM TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
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NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FTN-1		
RESERVATION CHARGE		
MAXIMUM DAILY DELIVERY QUANTITY (MDDQ)		
MAXIMUM	RATE PER EQV. DKT PER MO.	.29045
MINIMUM	RATE PER EQV. DKT PER MO.	.00933
VOLUMETRIC CAPACITY RELEASE CHARGE		
MAXIMUM	RATE PER DKT	.00955
MINIMUM	RATE PER DKT	.00031

IT-1 - Interruptible Transportation Service - Index

	<u>Section</u>
IT-1	3.1
IT-1 (Garden Creek)	3.2
IT-1 (Stateline)	3.3

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM)

RATE SCHEDULE	UNIT	BASE TARIFF RATE

RATE SCHEDULE IT-1		

COMMODITY CHARGE		
MAXIMUM A/B/C/	RATE PER DKT	.39186
MINIMUM A/B/C/	RATE PER DKT	.02546
SCHEDULED OVERRUN CHARGE		
MAXIMUM A/B/C/	RATE PER DKT	.39186
MINIMUM A/B/C/	RATE PER DKT	.02546

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- A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
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NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE		UNIT	BASE TARIFF RATE

RATE SCHEDULE IT-1 (GARDEN CREEK) A/B			

COMMODITY CHARGE			
MAXIMUM	C/D/E	RATE PER DKT	.02833
MINIMUM	C/D/E	RATE PER DKT	.00000
SCHEDULED OVERRUN CHARGE			
MAXIMUM	C/D/E	RATE PER DKT	.02833
MINIMUM	C/D/E	RATE PER DKT	.00000

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- A/ RATES HEREUNDER ARE APPLICABLE ONLY FOR INTERRUPTIBLE TRANSPORTATION SERVICE ON LINE SECTION 27.
- B/ REFER TO RATE SCHEDULE IT-1 INTERRUPTIBLE TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S LINE SECTION 27 FACILITIES.
- D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
- E/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE."

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE IT-1 (STATELINE) A/B		
COMMODITY CHARGE		
MAXIMUM C/D/E	RATE PER DKT	.01971
MINIMUM C/D/E	RATE PER DKT	.00000
SCHEDULED OVERRUN CHARGE		
MAXIMUM C/D/E	RATE PER DKT	.01971
MINIMUM C/D/E	RATE PER DKT	.00000

- A/ RATES HEREUNDER ARE APPLICABLE ONLY FOR INTERRUPTIBLE TRANSPORTATION SERVICE ON LINE SECTION 28.
- B/ REFER TO RATE SCHEDULE IT-1 INTERRUPTIBLE TRANSPORTATION SERVICE FOR ALL TERMS AND CONDITIONS OF SERVICE.
- C/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR TRANSPORTATION FUEL USE, LOST AND UNACCOUNTED FOR GAS. THIS PERCENTAGE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S LINE SECTION 28 FACILITIES.
- D/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR TRANSPORTATION. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS TENDERED TO TRANSPORTER FOR SHIPPER'S ACCOUNT AT THE RECEIPT POINT(S) INTO TRANSPORTER'S TRANSMISSION FACILITIES.
- E/ SHIPPER MUST REIMBURSE TRANSPORTER FOR THE ACA SURCHARGE. SUCH SURCHARGE SHALL BE THE ACA UNIT CHARGE SPECIFIED IN THE ANNUAL NOTICE ISSUED BY THE FERC ENTITLED "FY [YEAR] GAS ANNUAL CHARGES CORRECTION FOR ANNUAL CHARGES UNIT CHARGE."

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE
RATE SCHEDULE FS-1		
CAPACITY RESERVATION CHARGE		
MAXIMUM	RATE PER EQV. DKT PER MO.	.02632
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
CAPACITY DELIVERABILITY CHARGE		
MAXIMUM	RATE PER EQV. DKT PER MO.	2.18996
MINIMUM	RATE PER EQV. DKT PER MO.	.00000
INJECTION CHARGE		
MAXIMUM A/B/	RATE PER DKT	.00959
MINIMUM A/B/	RATE PER DKT	.00959
WITHDRAWAL CHARGE		
MAXIMUM A/B/	RATE PER DKT	.00959
MINIMUM A/B/	RATE PER DKT	.00959
SCHEDULED OVERRUN CHARGE		
INJECTION		
MAXIMUM A/B/	RATE PER DKT	.21674
MINIMUM A/B/	RATE PER DKT	.00959
WITHDRAWAL		
MAXIMUM A/B/	RATE PER DKT	.21674
MINIMUM A/B/	RATE PER DKT	.00959

- A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR STORAGE FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.
- B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR STORAGE. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR EQUIVALENT DEKATHERM AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE

RATE SCHEDULE FS-1		

VOLUMETRIC CAPACITY RELEASE CHARGES		
CAPACITY RESERVATION CHARGE		
MAXIMUM	RATE PER DKT	.00087
MINIMUM	RATE PER DKT	.00000
CAPACITY DELIVERABILITY CHARGE		
MAXIMUM	RATE PER DKT	.07200
MINIMUM	RATE PER DKT	.00000

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM)

RATE SCHEDULE	UNIT	BASE TARIFF RATE

RATE SCHEDULE IS-1		

CAPACITY CHARGE		
MAXIMUM	RATE PER DKT PER MO.	.02823
MINIMUM	RATE PER DKT PER MO.	.00000
INJECTION CHARGE		
MAXIMUM A/B/	RATE PER DKT	.00959
MINIMUM A/B/	RATE PER DKT	.00959
WITHDRAWAL CHARGE		
MAXIMUM A/B/	RATE PER DKT	.07504
MINIMUM A/B/	RATE PER DKT	.00959
SCHEDULED OVERRUN CHARGE		
INJECTION		
MAXIMUM A/B/	RATE PER DKT	.00959
MINIMUM A/B/	RATE PER DKT	.00959
WITHDRAWAL		
MAXIMUM A/B/	RATE PER DKT	.07504
MINIMUM A/B/	RATE PER DKT	.00959

A/ SHIPPER MUST REIMBURSE TRANSPORTER IN-KIND FOR STORAGE FUEL USE AND LOST AND UNACCOUNTED FOR GAS. THE APPLICABLE PERCENTAGES ARE REFLECTED IN PART 4, SECTION 7. THESE PERCENTAGES SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

B/ SHIPPER MUST REIMBURSE TRANSPORTER FOR ELECTRIC POWER USED FOR STORAGE. THE APPLICABLE RATE IS REFLECTED IN PART 4, SECTION 7. THIS RATE SHALL BE APPLIED TO THE APPLICABLE QUANTITIES OF GAS INJECTED AND/OR WITHDRAWN BY TRANSPORTER FOR SHIPPER'S ACCOUNT AT TRANSPORTER'S STORAGE FACILITIES.

NOTICE OF CURRENTLY EFFECTIVE RATES

(ALL RATES ARE STATED IN DOLLARS PER DEKATHERM OR MCF AS INDICATED)

RATE SCHEDULE	UNIT	BASE TARIFF RATE

RATE SCHEDULE PAL-1		

COMMODITY CHARGE		
MAXIMUM	RATE PER DKT	.39186
MINIMUM	RATE PER DKT	.02546

NOTICE OF CURRENTLY EFFECTIVE RATES

FUEL USE AND LOST AND UNACCOUNTED FOR GAS ("L&U") REIMBURSEMENT PERCENTAGES

TRANSPORTATION - RATE SCHEDULES FT-1 AND IT-1

	<u>CURRENT PERCENTAGE</u>	<u>DEFERRAL PERCENTAGE</u>	<u>TOTAL PERCENTAGE</u>
Integrated System			
FUEL USE REIMBURSEMENT	0.981%	0.119%	1.100%
L&U REIMBURSEMENT	0.104%	(0.057)%	0.047%

STORAGE - RATE SCHEDULES FS-1 AND IS-1

	<u>CURRENT PERCENTAGE</u>	<u>DEFERRAL PERCENTAGE</u>	<u>TOTAL PERCENTAGE</u>
FUEL USE REIMBURSEMENT	0.053%	(0.054)%	(0.001)%
L&U REIMBURSEMENT	0.260%	(0.240)%	0.020%

NOTICE OF CURRENTLY EFFECTIVE RATES

ELECTRIC POWER REIMBURSEMENT RATES (DOLLARS/DKT)

TRANSPORTATION - RATE SCHEDULES FT-1 AND IT-1

	<u>CURRENT RATE</u>	<u>DEFERRAL RATE</u>	<u>TOTAL RATE</u>
Integrated System			
ELECTRIC POWER REIMBURSEMENT	.00615	(.00048)	.00567
North Badlands System			
ELECTRIC POWER REIMBURSEMENT	.00000	.00000	.00000
Round Prairie System			
ELECTRIC POWER REIMBURSEMENT	.00000	.00000	.00000

STORAGE - RATE SCHEDULES FS-1 AND IS-1

	<u>CURRENT RATE</u>	<u>DEFERRAL RATE</u>	<u>TOTAL RATE</u>
ELECTRIC POWER REIMBURSEMENT	.00000	(.00056)	(.00056)

Rate Schedules - Index

**Part 5
Section**

FT-1 - Firm Transportation Service	1
FTN-1 - No-Notice Firm Transportation Service	2
IT-1 - Interruptible Transportation Service	3
FS-1 - Firm Storage Service	4
IS-1 - Interruptible Storage Service	5
PAL-1 - Park and Loan Service	6

RATE SCHEDULE FT-1
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the transportation of natural gas by WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, when Shipper desires Firm Transportation Service, and:

1.1 Transporter has determined that other than new taps, valves, measurement equipment, and other facilities which may be required at the point(s) of receipt or delivery to effect receipt or delivery of the gas, it has or will have available capacity to provide the service requested by Shipper as well as to meet its other firm service commitments; provided however, that nothing herein shall require Transporter to add or expand capacity or facilities to satisfy requests for service hereunder;

1.2 Shipper has met the conditions of service specified in Section 8 hereof;

1.3 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule;

1.4 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to all firm transportation service performed by Transporter pursuant to Service Agreements executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1 to Transporter's canceled FERC Gas Tariff, Original Volume No. 1-B, as such Service Agreements existed on the date this FERC Gas Tariff, Fourth Revised Volume No. 1 originally became effective;

1.5 This Rate Schedule and the General Terms and Conditions made a part hereof, except for Subsections 35.3 and 35.4, shall also apply to any firm transportation service on Line Sections 27 or 28, as may be available from time to time, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1.

1.6 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to any firm transportation service for the incremental capacity, as may be available from time to time, certificated in Docket No. CP17-257-000, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1; and

1.7 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to any firm transportation service for the incremental capacity, as may be available from time to time, certificated in Docket Nos. CP20-52-000 and CP20-52-001, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1.

1.8 This Rate Schedule and the General Terms and Conditions made a part hereof shall also apply to any firm transportation service for the incremental capacity, as may be available from time to time, certificated in Docket No. CP22-466-000, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule FT-1.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder, up to the maximum daily and annual quantities specified in Exhibit A to the Service Agreement, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.46 of the General Terms and Conditions of this Tariff), shall be considered firm, and shall not be subject to interruption or curtailment by Transporter except as provided in the General Terms and Conditions.

3. TRANSPORTATION SERVICE CHARGES

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth in Part 4, Section 1, as applicable, of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 39 of the General Terms and Conditions of this Tariff.

3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's Maximum Daily Delivery Quantity (MDDQ) multiplied by the MDDQ charge set forth in the Service Agreement. Shipper shall be responsible for paying the reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.

3.3 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Federal Energy Regulatory Commission Annual Charge Adjustment Provision in Section 36 of the General Terms and Conditions.

3.4 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Part 4, section 1, as applicable, of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "A" of the Service Agreement, the rate for transportation service shall be the maximum allowable rate under this Rate Schedule.

3.5 Imbalance Charges: Pursuant to the terms of Subsection 14.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 14.5 and the applicable index price as defined in Subsection 14.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.

3.6 Nomination Variance Penalties: Pursuant to the terms of Subsection 14.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 14.14 of the General Terms and Conditions.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

5. RESERVATION CHARGE CREDITS

On any day, Transporter shall provide Reservation Charge Credits to a Shipper with an effective Service Agreement under this Rate Schedule pursuant to the provisions of this Section.

5.1 Non-force Majeure Event

5.1.1 Eligible Quantity

5.1.1.1 When Transporter posts notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle, Reservation Charge Credits shall apply to Shipper's scheduled quantity of gas from the primary receipt point to the primary delivery point adjusted for calculated no-notice quantities, if applicable, less the quantity of gas delivered at the delivery point.

5.1.1.2 When Transporter posts notice in advance of a non-force majeure service interruption before the deadline for submitting nominations in the Timely Nomination Cycle, Reservation Charge Credits for each day of the outage will be based on the average of the scheduled quantity from Shipper's primary receipt point to the primary delivery point for the seven (7) days prior to the announcement of the outage provided Shipper did not change its nomination under its Service Agreement after Transporter posted such notice, adjusted for calculated no-notice quantities, if applicable, less the quantity of gas delivered at the delivery point. If Shipper did change its nomination after the announcement of the outage without a corresponding change in actual usage, Transporter shall use a seven (7) day average of the actual usage prior to the outage.

5.1.1.3 When Transporter does not post notice in advance of a non-force majeure service interruption and reduces Shipper's nomination during the Timely Nomination Cycle, Reservation Charge Credits will apply to quantities nominated in the Timely Nomination Cycle from Shipper's primary receipt point to the primary delivery point adjusted for calculated no-notice quantities, if applicable, less the quantity of gas scheduled and delivered at the delivery point.

5.2 Force Majeure Event

5.2.1 Eligible Quantity

5.2.1.1 When Transporter posts notice of a force majeure event, as defined in Section 25 of the General Terms and Conditions, Transporter shall provide full Reservation Charge Credits after a ten (10) day grace period, and such grace period shall consist of ten (10) consecutive days.

5.2.1.2 Beginning on the eleventh (11th) day, the quantity of gas eligible for Reservation Charge Credits shall be based on the average of the scheduled quantity from Shipper's primary receipt point to the primary delivery point for the seven (7) days prior to the occurrence of the force majeure event, adjusted for no-notice quantities, if applicable, less the quantity of gas delivered at the delivery point, and provided such MDDQ is not utilized during the force majeure event on an alternate basis.

5.3 Exceptions

5.3.1 Transporter shall not provide a Reservation Charge Credit for nominated quantities subsequently delivered by Transporter at an alternate delivery point on Transporter's system, provided that Shipper will not be obligated to submit nominations to another delivery point.

5.3.2 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter is unable to schedule after the Timely Nomination Cycle at a primary receipt or primary delivery point due to Transporter scheduling capacity for another Shipper in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle.

5.3.3 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter delivered at the primary delivery point but were not allocated to Shipper because other Shippers without primary firm priority at the point were ranked higher than Shipper under the applicable pre-determined allocation method for the point.

5.3.4 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter is unable to schedule or deliver due solely to the conduct of others not controllable by Transporter.

5.3.5 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter does not accept at a primary receipt point in accordance with Section 4 of the General Terms and Conditions.

5.3.6 Transporter shall not provide a Reservation Charge Credit for quantities not delivered at a primary point due to scheduled maintenance on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled maintenance and the maintenance is performed in accordance with that schedule.

5.3.7 Pursuant to Section 5.2 of this Rate Schedule, Transporter shall not provide a Reservation Charge Credit for quantities not delivered due to outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of United States Code. This provision shall apply for a two year period beginning with the effective date of this provision. Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

5.4 Adjustment to Eligible Quantities

Should the non-force majeure service interruption or force majeure event continue beyond the first calendar month and for those primary delivery points with seasonal demand, the eligible quantities under Section 5.1.1 and 5.2.1, as applicable, shall be determined based upon the average actual daily delivery

quantities for the same calendar months of the previous three (3) years. If the Shipper did not have primary rights at the affected point during the applicable month of any of the three (3) previous years, then the eligible quantity shall be adjusted for the number of years Shipper did have primary rights at the delivery point or remain as originally calculated in Sections 5.1.1 and 5.2.1.

5.5 Re-Nominations

If all or a portion of Shipper's nominated quantities are not scheduled by Transporter in the Timely Nomination Cycle and Shipper nominates the quantities not scheduled on a third-party pipeline, Shipper shall not be required to nominate in a subsequent cycle to receive a Reservation Charge Credit. Shipper shall provide a written representation to Transporter that it nominated its not scheduled quantities on a third-party pipeline as a result of Transporter's inability to provide primary firm service. Shipper shall be required to nominate in a subsequent cycle to receive a Reservation Charge Credit if it does not nominate the quantities not scheduled on a third-party pipeline. Should Shipper's quantities not scheduled in the Timely Notification Cycle be scheduled in a subsequent intraday cycle, such Reservation Charge Credit shall be appropriately reduced.

5.6 Reservation Rate

For the calculation of the Reservation Charge Credit, Transporter shall apply the reservation rate applicable to Shipper's Service Agreement; provided, however, the reservation rate for service obtained through capacity release pursuant to Section 16 of the General Terms and Conditions shall be the lower of the rate under the Replacement Shipper's Service Agreement or the reservation rate stated in the Releasing Shipper's Service Agreement. Reservation Charge Credits are not applicable to Replacement Shippers paying a volumetric rate.

5.7 Calculation

Each day's Reservation Charge Credit shall be determined by dividing the eligible quantity calculated in Sections 5.1.1 or 5.2.1, as adjusted pursuant to the CAP, by the applicable days in the month to determine the MDDQ and multiplying such amount by the applicable reservation rate determined in Section 5.6.

5.8 Timing of Credits

Reservation Charge Credits shall be applied to each Shipper's monthly invoice issued no later than three (3) months subsequent to the month the obligation was incurred or refunded if the service agreement has terminated and shall be applied to offset any outstanding past due balances owed by Shipper.

5.9 Alternative Crediting Methodologies

In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Transporter and Shipper may agree to a different reservation charge crediting methodology.

6. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of gas in excess of Shipper's point-specific MDDQ(s) or total ADQ as specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the CAP. Such quantities of gas shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 35 of the General Terms and Conditions. Subsections 35.3 and 35.4 do not apply to Line Sections 27 and 28. Shippers on Line Sections 27 and 28 shall reimburse Transporter in-kind a pro-rata share of other gas used for operational purposes and lost and unaccounted for gas. Such pro-rata share will be based upon Shipper's previous month's receipt quantities to total quantities on Line Sections 27 and 28, as applicable.

The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.

8. CONDITIONS OF SERVICE

8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.

8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

8.3 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).

9. OTHER OPERATING PROVISIONS

9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

11. CONTRACT PATH

11.1 For purposes of this Rate Schedule, unless otherwise agreed to in writing in the Service Agreement, the contract path applicable to transportation service hereunder is that path on the pipeline that has the shortest pipeline distance between the point at which the gas is received and the delivery point to which such gas is to be transported, which contract path shall be specified in the Service Agreement. Within this path, the direction of flow of the gas for contractual purposes shall be from the receipt point to the delivery point.

11.2 Where Shipper separately contracts with Transporter for firm or interruptible storage service and desires to utilize firm transportation service under this Rate Schedule to deliver gas to Transporter's storage facilities for injection into storage and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, firm transportation capacity will be reserved along a contract path between the receipt and delivery points, with aggregate storage considered a stop-in-time. In such circumstances, storage will be considered an intermediate receipt or delivery point(s), as applicable. For capacity release purposes only, such contract path shall specify an individual storage field location in the executed Service Agreement. Where storage is considered a stop-in-time, as described above, transportation commodity charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas transported from storage after withdrawal. The transportation fuel reimbursement percentage and electric power reimbursement rate will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

12. NOTICES

12.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

12.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503
Wire: Address and Account No. identified on invoice

RATE SCHEDULE FTN-1
NO-NOTICE FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") who has executed a Service Agreement for service under Rate Schedules FT-1 and FS-1 to ensure the delivery of natural gas on a no-notice basis by WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, and:

1.1 Transporter has determined that it is able to render such No-Notice Firm Transportation Service by managing Shipper's Rate Schedule FS-1 storage service capabilities and, as applicable, by requesting receipt of certain additional gas supplies for which Shipper has contracted and designated in the Service Agreement. Nothing herein shall require Transporter to add or expand capacity or facilities to satisfy requests for service hereunder;

1.2 The amount of no-notice service to be provided hereunder shall be limited to that requested prior to the effectiveness of this Tariff; provided however, that no-notice service shall only be available up to the sales Maximum Daily Quantity existing on the date this Tariff becomes effective at those delivery points which Shipper(s) converts from bundled sales service to no-notice transportation service pursuant to Order Nos. 636, et seq.

1.3 Shipper has met the conditions of service specified in Section 6 hereof; and,

1.4 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder will be available for firm delivery of the quantity of gas needed at a specific delivery point above or below the daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 up to the Maximum Daily Delivery Quantity (MDDQ) specified for that delivery point in Exhibit A to the Service Agreement under this Rate Schedule FTN-1, as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.46 of the General Terms and Conditions of this Tariff). Provided, however, that Transporter shall not be required to execute a Service Agreement under this Rate Schedule for an MDDQ that exceeds Shipper's MDDQ under the corresponding Rate Schedule FT-1 Service Agreement.

2.2 It is recognized that the availability of gas supply is critical to the service to be provided hereunder. Therefore, to obtain service hereunder, Shipper must also contract for firm contract storage service under Rate Schedule FS-1 specifying a Maximum Storage Deliverability Quantity (MSDQ) such that the ratio of Shipper's Rate Schedule FS-1 MSDQ to Shipper's Rate Schedule FTN-1 MDDQ is at least equivalent to the ratio of the total Rate Schedule FS-1 MSDQ available when

Transporter's Tariff became effective to the total sales service MDQ used to initially allocate such total Rate Schedule FS-1 MSDQ in accordance with Subsection 1.4 of Rate Schedule FS-1.

2.3 For no-notice service above the daily nominated and scheduled quantity of firm transportation service.

2.3.1 To the extent that the MDDQ specified for service under Rate Schedule FTN-1 exceeds Shipper's Rate Schedule FS-1 MSDQ, Shipper shall be required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount of the difference between Shipper's Rate Schedule FTN-1 MDDQ and Shipper's Rate Schedule FS-1 MSDQ. The supply contract(s) must specify a receipt point(s) on Transporter's system within Shipper's existing contract path specified in the Rate Schedule FT-1 Service Agreement.

2.3.1.1 The Service Agreement shall specify such supply contract(s), the applicable receipt point(s) and the person(s) or entity(ies) which Transporter should contact to cause any or all of the additional supply contracted for by Shipper to be delivered into Transporter's system at any time. The Service Agreement shall also contain designated priorities of the supply contracts and the order in which Transporter should contact the persons or entities should it become necessary for Transporter to require that additional gas supplies be delivered into its system to ensure the provision of the no-notice service contracted for. Such prioritization shall separately show the priority and order of supply contracts on a line section by line section basis on Transporter's system.

2.3.2 Notwithstanding the prioritization schedule provided by Shipper pursuant to Subsection 2.3.1.1, when necessary to protect the operational integrity of its pipeline system, Transporter reserves the right, in its reasonable discretion, to choose the most appropriate of the designated supply sources from which to request the receipt of additional natural gas.

2.3.3 After contacting the designated person(s) or entity(ies) and requesting additional gas deliveries, Transporter must be able to verify, within one hour, that the flow of the additional gas supplies has commenced.

2.3.4 Service hereunder will not be provided to the extent that Shipper does not have the requisite amount of natural gas in Transporter's aggregate storage facilities or if the additional natural gas supplies are determined not to be flowing onto Transporter's system within one hour of notification. Under such circumstances all related Rate Schedule FTN-1 deliveries will cease.

2.3.5 Service under this Rate Schedule will be provided by first utilizing Shipper's unused Rate Schedule FS-1 MSDQ and then by utilizing the designated additional gas supplies described above.

2.3.6 Within the limitations described in Subsections 2.3.1 through 2.3.5 above, the actual level of service available at any delivery point under this Subsection 2.3 on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSDQ, as adjusted pursuant to the CAP, designated to serve the particular delivery point plus the amount of additional verified gas supply which is received onto Transporter's system pursuant to the direction of Transporter, and designated to the particular delivery point, or the difference between nominated and scheduled firm deliveries to the primary delivery point under Rate Schedule FT-1 and Shipper's Rate Schedule FT-1 MDDQ, as adjusted pursuant to the CAP, for the particular delivery point.

2.4 For no-notice service below the daily nominated and scheduled quantity of firm transportation service.

2.4.1 The actual level of service available at any delivery point under this Rate Schedule on any given day shall be the lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, or the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 and the Rate Schedule FT-1 service actually taken by the Shipper. In the event service hereunder occurs during the November 1 - March 31 withdrawal season, injections to storage as a result of Rate Schedule FTN-1 service shall be allowed on a reasonable-efforts basis. Such reasonable efforts injections shall have a higher priority than all interruptible storage gas for scheduling and interruption purposes.

3. TRANSPORTATION SERVICE CHARGES

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth in Part 4, Section 2 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

3.2 Reservation Charge: Shipper shall, each month, be assessed a reservation charge consisting of Shipper's MDDQ multiplied by the MDDQ charge set forth in the Service Agreement. Shipper shall be responsible for paying the reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.

3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Part 4, Section 2 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff. Downward adjustment to any rate shall be for a specific term.

Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "D" of the Service Agreement, the rate for transportation service shall be the maximum allowable rate under this Rate Schedule.

3.4 In addition to the rates applicable hereunder, Shipper shall be responsible for the appropriate Rate Schedule FS-1 Injection/Withdrawal charge(s), as well as all Rate Schedule FT-1 transportation charges associated with the gas utilized to provide the actual level of no-notice service provided hereunder as detailed in Sections 2.3 and 2.4 hereof.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the Reservation Charge.

5. RESERVATION CHARGE CREDITS

On any day, Transporter shall provide Reservation Charge Credits to a Shipper with an effective Service Agreement under this Rate Schedule pursuant to the provisions of this Section.

5.1 Non-force Majeure Event

5.1.1 Eligible Quantity

5.1.1.1 When Transporter posts notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle, Reservation Charge Credits shall apply to the calculated no-notice deliveries at the delivery point less the delivered no-notice quantities at the delivery point.

5.1.1.2 When Transporter posts notice in advance of a non-force majeure service interruption before the deadline for submitting nominations in the Timely Nomination Cycle, Reservation Charge Credits for each day of the outage will be based on the average of the Shipper's delivered no-notice quantities, as described in Subsection 2.3.6 of this Rate Schedule, at the delivery point for the seven (7) days prior to the announcement of the outage, less the delivered no-notice quantities at the delivery point.

5.1.1.3 When Transporter does not post notice in advance of a non-force majeure service interruption and reduces Shipper's calculated no-notice deliveries during the Timely Nomination Cycle, Reservation Charge Credits will apply to the calculated no-notice deliveries at the delivery point less the delivered no-notice quantities at the delivery point.

5.2 Force Majeure Event

5.2.1 Eligible Quantity

5.2.1.1 When Transporter has issued notice of a force majeure event, as defined in Section 25 of the General

Terms and Conditions, Transporter shall provide full Reservation Charge Credits after a ten (10) day grace period, and such grace period shall consist of ten (10) consecutive days.

5.2.1.2 Beginning on the eleventh (11th) day, the quantity of gas eligible for Reservation Charge Credits shall be based on the average of the Shipper's delivered no-notice quantities, as described in Subsection 2.3.6 of this Rate Schedule, at the delivery point (up to the MDDQ stated on Shipper's Service Agreement) for the seven (7) days prior to the occurrence of the force majeure event, less the delivered no-notice quantities at the delivery point.

5.3 Exceptions

5.3.1 Transporter shall not provide a Reservation Charge Credit for volumes not delivered pursuant to Subsection 2.3.4 of this Rate Schedule.

5.3.2 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter is unable to schedule or deliver due solely to the conduct of others not controllable by Transporter.

5.3.3 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter does not accept at a primary receipt point in accordance with Section 4 of the General Terms and Conditions.

5.3.4 Transporter shall not provide a Reservation Charge Credit for quantities not delivered at a primary point due to scheduled maintenance on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled maintenance and the maintenance is performed in accordance with that schedule.

5.3.5 Pursuant to Section 5.2 of this Rate Schedule, Transporter shall not provide a Reservation Charge Credit for quantities not delivered due to outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of United States Code. This provision shall apply for a two year period beginning with the effective date of this provision. Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

5.4 Adjustment to Eligible Quantities

Should the non-force majeure service interruption or force majeure event continue beyond the first calendar month and for those primary delivery points with seasonal demand, the eligible quantities under Section 5.1.1 and 5.2.1, as applicable, shall be determined by the average actual daily no-notice quantities for

the same calendar months of the previous three (3) years. If Shipper did not have primary rights at the affected point during the applicable month of any of the three (3) previous years then the eligible quantity shall be adjusted for the number of years Shipper did have primary rights at the delivery point or remain as originally calculated in Section 5.1.1 and 5.2.1.

5.5 Re-Nominations

If all or a portion of Shipper's nominated quantities are not scheduled by Transporter in the Timely Nomination Cycle and Shipper nominates the quantities not scheduled on a third-party pipeline, Shipper shall not be required to nominate in a subsequent cycle to receive a Reservation Charge Credit. Should Shipper's quantities not scheduled be scheduled in a subsequent intraday cycle, such Reservation Charge Credit shall be appropriately reduced. Shipper shall provide a written representation to Transporter that it nominated its not scheduled quantities on a third-party pipeline as a result of Transporter's inability to provide primary firm service.

5.6 Reservation Rate

For the calculation of the Reservation Charge Credit, Transporter shall apply the reservation rate applicable to Shipper's Service Agreement; provided, however, the reservation rate for service obtained through capacity release pursuant to Section 16 of the General Terms and Conditions shall be the lower of the reservation rate under the Replacement Shipper's Service Agreement or the reservation rate stated in the Releasing Shipper's Service Agreement. Reservation Charge Credits are not applicable to Replacement Shippers paying a volumetric rate.

5.7 Calculation

Each day's Reservation Charge Credit shall be determined by dividing the eligible quantity calculated in Sections 5.1.1 or 5.2.1, as adjusted pursuant to the CAP, by the applicable days in the month to determine the MDDQ and multiplying such amount by the applicable reservation rate determined in Section 5.6.

5.8 Timing of Credits

Reservation Charge Credits shall be applied to each Shipper's monthly bill issued no later than three (3) months subsequent to the month the obligation was incurred or refunded if the contract has terminated and shall be applied to offset any outstanding past due balances owed by Shipper.

5.9 Alternative Crediting Methodologies

In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Transporter and Shipper may agree to a different reservation charge crediting methodology.

6. CONDITIONS OF SERVICE

6.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.

6.2 A potential Shipper is required to have contracted for storage service pursuant to Rate Schedule FS-1 of this Tariff and, if applicable, contract for additional gas supply to qualify for the service described herein.

6.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

6.4 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter from the additional supplies, if any, designated by Shipper in accordance with Subsection 2.3.1 of this Rate Schedule.

7. OTHER OPERATING PROVISIONS

7.1 Transporter may request planning information as needed from time to time and Shipper shall comply with all reasonable requests.

8. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

9. NOTICES

9.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

9.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503
Wire: Address and Account No. identified on invoice

RATE SCHEDULE IT-1
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the transportation of natural gas by WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") pursuant to Subpart B or G of Part 284 of the FERC Regulations, when Shipper desires Interruptible Transportation Service, and:

1.1 Transporter can render service with its existing transmission system without need for construction of any additional pipeline facilities other than such new taps, valves, measurement equipment, and other facilities which may be required at the point(s) of receipt or delivery to effect receipt or delivery of the gas;

1.2 Shipper has met the conditions of service specified in Section 7 hereof;

1.3 Shipper and Transporter have executed a Service Agreement for service under this Rate Schedule; and

1.4 This Rate Schedule and the General Terms and Conditions made a part hereof, except for Subsections 35.3 and 35.4, shall also apply to all interruptible transportation service performed by Transporter pursuant to Service Agreements executed in accordance with Rate Schedule IT-1 to Transporter's canceled FERC Gas Tariff, Original Volume No. 1-B, as such Service Agreements existed on the date this FERC Gas Tariff, Fourth Revised Volume No. 1, originally became effective.

1.5 This Rate Schedule and the General Terms and Conditions made a part hereof, shall also apply to any interruptible transportation service on Line Sections 27 or 28, as may be available from time to time, pursuant to a Service Agreement executed in accordance with, or as otherwise may be applicable or refer to, Rate Schedule IT-1.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Transportation service hereunder is interruptible, and subject to interruption at any time. Transportation service under this Rate Schedule will be performed when Transporter has capacity available to provide such transportation without detriment or disadvantage to Transporter's firm Shippers.

3. TRANSPORTATION SERVICE CHARGES

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth in Part 4, section 3 of Transporter's Tariff as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt delivered (exclusive of any overrun volumes) each month by Transporter for Shipper's account at the point(s) of delivery. The commodity charges hereunder are subject to adjustment pursuant to the Federal Energy Regulatory Commission Annual Charge Adjustment Provision in Section 36 of the General Terms and Conditions.

3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Part 4, section 3 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate for transportation service shall be the maximum allowable rate under this Rate Schedule.

3.4 Imbalance Charges: Pursuant to the terms of Subsection 14.5 of the General Terms and Conditions, Transporter and Shipper shall "cash out" any imbalance between receipts and deliveries under each transportation Service Agreement. The applicable cash-out amount shall be determined by multiplying the monthly imbalance by the appropriate index price multiplier as defined in Subsection 14.5 and the applicable index price as defined in Subsection 14.5.1 of the General Terms and Conditions. Nothing herein shall limit Transporter's right to take such actions of whatever nature that may be required to correct imbalances which threaten the integrity of its system.

3.5 Nomination Variance Penalties: Pursuant to the terms of Subsection 14.14 of the General Terms and Conditions, Shipper shall be assessed any applicable nomination variance penalties based on the difference between daily scheduled and actual receipts and deliveries at each receipt and/or delivery point listed in Shipper's transportation Service Agreement(s). The applicable nomination variance penalty amount shall be determined by multiplying the applicable daily variance by the appropriate nomination variance penalty as defined in Subsection 14.14 of the General Terms and Conditions.

4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN TRANSPORTATION

Upon request of Shipper and at Transporter's option, Transporter may receive and deliver for Shipper's account, on any day, quantities of interruptible gas in excess of Shipper's applicable Interruptible Delivery Quantities. Such quantities shall be received and delivered on an interruptible basis. For such excess gas transported and delivered, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

6. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 35 of the General Terms and Conditions. Subsections 35.3 and 35.4 do not apply to Line Sections 27 and 28. Shippers on Line Sections 27 and 28 shall reimburse Transporter in-kind a pro-rata share of other gas used for operational purposes and lost and unaccounted for gas. Such pro-rata share will be based upon Shipper's previous month's receipt quantities to total quantities on Line Sections 27 and 28, as applicable.

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.

7. CONDITIONS OF SERVICE

7.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for transportation service pursuant to the provisions of Section 7 of the General Terms and Conditions.

7.2 Shipper shall have sole responsibility for all arrangements necessary for delivery of natural gas to Transporter at the receipt point(s) for transportation, and for all arrangements necessary for the receipt of gas at the delivery point(s).

7.3 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

8. OTHER OPERATING PROVISIONS

8.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the annual quantities, average daily quantities, and/or peak day quantities that Shipper intends to have transported hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

8.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

10. TRANSPORTATION ASSOCIATED WITH STORAGE SERVICE

Where Shipper separately contracts with Transporter for firm or interruptible storage service and desires to utilize the interruptible transportation service under this Rate Schedule to deliver gas to Transporter's storage facilities for injection into storage and to transport gas withdrawn from Transporter's storage facilities to specific delivery points, storage will be considered a stop-in-time and storage will be considered an intermediate receipt or delivery point(s), as applicable, and the transportation commodity charges will be applied only to the gas quantities received for transportation to storage for injection, not to gas withdrawn from storage.

11. NOTICES

11.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

11.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503
Wire: Address and Account No. identified on invoice

RATE SCHEDULE FS-1
FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the storage of natural gas in the aggregate storage facilities of WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") pursuant to Part 284 of the FERC Regulations when:

1.1 Shipper desires storage service on a firm basis to store natural gas in Transporter's aggregate storage facilities for later transportation to an ultimate delivery point, and Transporter has determined that it has or will have available capability in its storage facilities to provide the service, without additions, enlargement, or modification of its storage facilities. Provided, however, that nothing herein shall be deemed to preclude or limit Transporter from making such addition, enlargement or modification if deemed desirable by Transporter and upon obtaining any requisite government authorizations therefore;

1.2 Shipper has met the conditions of service specified in Section 8 hereof;

1.3 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule; and

1.4 Storage service hereunder will be offered first to Shippers who received sales service from Transporter under Rate Schedule G-1 or SGS-1 to its canceled FERC Gas Tariff, First Revised Volume No. 1, on May 18, 1992. Should such Shipper(s) request more Firm Storage Service than available, service under this Rate Schedule will be offered on a pro rata basis based on the level of each such Shipper's sales Maximum Daily Quantity (MDQ) as of May 18, 1992 to the total of such sales MDQ's for all such eligible Shippers desiring firm storage service. Any firm storage capability under Rate Schedule FS-1 that remains after the eligible Shippers have executed Service Agreements for service hereunder or that later becomes available will be offered on an open access, economic basis as further described in Section 10 of the General Terms and Conditions.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Storage service hereunder, up to the Maximum Storage Deliverability Quantity (MSDQ) and the Maximum Storage Injection Quantity (MSIQ) specified in Exhibit A to the Service Agreement, each as adjusted pursuant to the Capacity Adjustment Provision (CAP) (described in Subsection 1.46 of the General Terms and Conditions of this Tariff), and up to the Maximum Storage Capacity Quantity (MSCQ), as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, shall be considered firm, and is not subject to curtailment or interruption at any time, except as provided in the General Terms and Conditions.

2.2 Storage service hereunder shall consist of the acceptance by Transporter of gas for injection into storage, the retention of such gas in storage, and the withdrawal of such gas from storage for transportation, all in accordance with the provisions set forth in the Service Agreement.

2.3 Injections and Withdrawals: Storage service hereunder will be subject to the injection and withdrawal limitations established herein.

2.3.1 Gas is to be injected into storage on a firm basis during the injection season commencing on April 1 and continuing through October 31 of the same year. Injections for the storage year shall be limited to Shipper's MSCQ plus Shipper's withdrawals under its Storage Service Agreement. However, injections made to replace gas transferred pursuant to Subsections 2.7.2 and/or 2.7.4 of this Rate Schedule shall be allowed provided that such injections do not exceed the Shipper's MSCQ.

2.3.2 Gas is to be withdrawn from storage on a firm basis during the withdrawal season beginning on November 1 and continuing through the following March 31. Withdrawals for the storage year shall be limited to Shipper's MSCQ plus Shipper's injections under its Storage Service Agreement. However, Shipper shall be allowed to withdraw gas transferred pursuant to Subsections 2.7.2 and/or 2.7.4 of this Rate Schedule.

2.3.3 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive the injection and withdrawal limitations in Subsections 2.3.1 and 2.3.2. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter's waiver and shall be posted on Transporter's website.

2.3.4 Storage injections shall be allowed during the withdrawal season and withdrawals shall be allowed during the injection season on a reasonable-efforts basis to the extent operationally feasible. However, such injections shall not exceed the highest MSIQ and such withdrawals shall not exceed the MSDQ as specified in Exhibit A to the executed Storage Service Agreement. Such reasonable-efforts injections and/or withdrawals shall have a higher priority than all interruptible storage gas for scheduling and interruption purposes.

2.4 Provided Shipper has the requisite gas in storage, the MSDQ for which Shipper has contracted, as adjusted pursuant to the CAP, will be available any day during the withdrawal season.

2.5 Any Shipper contracting for service under this Rate Schedule shall be required to cycle annually at least eighty percent of its Firm Cycle Quantity (FCQ), as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, set forth in the Service Agreement. Shipper(s) not cycling at least eighty percent shall be required to pay withdrawal and injection charges, exclusive of the storage fuel use, lost and unaccounted for gas charge, under this Rate Schedule for that portion of the eighty percent of such FCQ not cycled.

2.6 Any of Shipper's gas remaining in storage after Shipper's FCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, has been withdrawn may be withdrawn from storage on a reasonable-efforts basis. Such withdrawals shall have a higher priority than all interruptible storage withdrawals for scheduling and interruption purposes.

2.7 Sales, Assignments and Transfers: Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder pursuant to Subsections 2.7.1, 2.7.2, 2.7.3 and 2.7.4 hereof. Shipper shall not incur withdrawal or injection fees solely as a result of the sale, assignment or transfer of such gas. The request for and verification of any sale, assignment or transfer must be received, in writing, from the original and acquiring Shipper by 11:30 a.m. Central Clock Time the day before the sale, assignment or transfer is to be effective (such deadlines shall also apply to Shippers transferring gas between their own Storage Service Agreements). Sales, assignments and transfers shall be approved by Transporter, on a non-discriminatory basis, provided there will be no adverse impacts on Transporter's storage service.

2.7.1 Sales, Assignments and Transfers to another Shipper under a different Rate Schedule: Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter under a different Storage Rate Schedule. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation.

2.7.2 Sales, Assignments and Transfers to another Shipper under the same Rate Schedule: Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter under the same Storage Rate Schedule. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such

acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation.

2.7.3 Transfers between Shipper's Existing Storage Service Agreements under different Rate Schedules: Shipper may transfer all or any portion of its gas held in storage hereunder to another of its executed Storage Service Agreements under a different Rate Schedule. If such transfer shall occur, Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer. Shipper is also responsible for paying all storage charges applicable to such transferred gas on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation.

2.7.4 Transfers between Shipper's Existing Storage Service Agreements under the same Rate Schedule: Shipper may transfer all or any portion of its gas held in storage hereunder to another of its executed Storage Service Agreements under the same Rate Schedule. If such transfer shall occur, Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection and for applicable storage charges up to the date of transfer. Shipper is also responsible for paying all storage charges applicable to such transferred gas on and after the date of transfer. Such transferred gas shall retain its stop-in-time status provided that such gas, upon its withdrawal, will be transported under the same transportation rate schedule utilized to transport such gas for injection.

2.7.5 In no event shall Shipper be allowed to replace the transfer of gas injected pursuant to Subsection 2.3.1, during the current storage year, with subsequent firm injections unless such gas was transferred pursuant to Subsections 2.7.2 and/or 2.7.4 of this Rate Schedule.

2.7.6 Any gas purchased or transferred under Shipper's Storage Service Agreement, during the current storage year, will not be considered injections for purposes of Subsection 2.3.2.

2.7.7 Subsections 2.7.2 through 2.7.6 shall not apply to any gas purchased by Shipper pursuant to Docket Nos. RS92-13-000, et al.

2.7.8 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive the requirements of Subsections 2.7.5 and 2.7.6 of this Rate Schedule. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter's waiver and shall be posted on Transporter's website.

3. STORAGE SERVICE CHARGES

Distinct rates shall be charged for the reservation of both capacity and deliverability and for the injection of gas into storage and withdrawal of gas from storage for Shipper's account under this Rate Schedule.

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth on Sheet No. 18 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

3.2 Pursuant to a Service Agreement hereunder, Shipper shall pay Transporter each month the sum of the following charges, as applicable:

3.2.1 Injection/Withdrawal Charge: Shipper shall be charged an amount obtained by multiplying the unit injection charge and/or the unit withdrawal charge set forth in the Service Agreement by the quantity of gas in dkt injected into and/or withdrawn from storage during the month.

3.2.2 Capacity Reservation Charge: Shipper shall, each month, be assessed a capacity reservation charge consisting of Shipper's MSCQ in equivalent dkt multiplied by the applicable rate set forth in the Service Agreement. Shipper shall be responsible for paying the capacity reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.

3.2.3 Deliverability Reservation Charge: Shipper shall, each month, be assessed a deliverability reservation charge consisting of Shipper's MSDQ in equivalent dkt multiplied by the applicable rate set forth in the Service Agreement. Shipper shall be responsible for paying the deliverability reservation charge beginning on the effective date provided in Section 7 of the Service Agreement.

3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Section 4 of Part 4 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) during specified periods of the year or for a specifically defined period; and/or (2) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). Unless otherwise agreed, at the expiration of the stated term specified in Exhibit "A" of the Service Agreement, the rate(s) for service hereunder shall be the maximum allowable rate(s) under this Rate Schedule.

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the sum of the capacity reservation and deliverability reservation charges.

5. RESERVATION CHARGE CREDITS

On any day, Transporter shall provide Reservation Charge Credits to a Shipper with an effective Service Agreement under this Rate Schedule pursuant to the provisions of this Section.

5.1 Non-force Majeure Event

5.1.1 Eligible Quantity

5.1.1.1 When Transporter posts notice of a non-force majeure service interruption at any time after completion of the Timely Nomination Cycle, Reservation Charge Credits shall apply to Shipper's scheduled withdrawal quantities and calculated no-notice withdrawal quantities which Transporter interrupted pursuant to Subsection 9.23 of the General Terms and Conditions.

5.1.1.2 When Transporter posts notice in advance of a non-force majeure service interruption before the deadline for submitting nominations in the Timely Nomination Cycle, Reservation Charge Credits for each day of the outage will be based on the average of the scheduled withdrawal quantities and actual no-notice withdrawal quantities from Shipper's primary receipt point for the seven (7) days prior to the announcement of the outage provided Shipper did not change its nomination and there was no change in calculated no-notice under its Service Agreement after Transporter posted such notice. If Shipper did change its nomination after the announcement of the outage without a corresponding change in actual usage, or if there was a change in Shipper's calculated no-notice, Transporter shall use a seven (7) day average of actual usage prior to the outage.

5.1.1.3 When Transporter does not post notice in advance of a non-force majeure service interruption and reduces Shipper's nomination during the Timely Nomination Cycle, Reservation Charge Credits will apply to the difference between the nominated withdrawal quantities and calculated no-notice withdrawal quantities less the quantity of gas withdrawn.

5.2 Force Majeure Event

5.2.1 Eligible Quantity

5.2.1.1 When Transporter has issued notice of a force majeure event, as defined in Section 25 of the General Terms and Conditions, Transporter shall provide full Reservation Charge Credits after a ten (10) day grace period, and such grace period shall consist of ten (10) consecutive days.

5.2.1.2 Beginning on the eleventh (11th) day, the quantity of gas eligible for Reservation Charge Credits shall be based on the average of the scheduled withdrawal quantities and no-notice withdrawal quantities (up to the MSDQ stated on Shipper's Service Agreement) for the seven (7) days prior to the occurrence of the force majeure event, less the quantity of gas withdrawn.

5.3 Exceptions

5.3.1 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter is unable to schedule after the Timely Nomination Cycle due to Transporter scheduling capacity for another Shipper in an earlier nomination cycle that is not subject to reduction or "bumping" in the current cycle.

5.3.2 Transporter shall not provide a Reservation Charge Credit for quantities that Transporter is unable to schedule or withdraw due solely to the conduct others not controllable by Transporter.

5.3.3 Transporter shall not provide a Reservation Charge Credit for quantities not withdrawn due to scheduled maintenance on Transporter's facilities if Transporter and Shipper have mutually coordinated the timing of the scheduled maintenance and the maintenance is performed in accordance with that schedule.

5.3.4 Pursuant to Section 5.2 of this Rate Schedule, Transporter shall not provide a Reservation Charge Credit for quantities not delivered due to outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139(c) of Title 49 of United States Code. This provision shall apply for a two year period beginning with the effective date of this provision. Notices of outages pursuant to this section shall identify the specific PHMSA order with which Transporter is complying.

5.4 Adjustment to Eligible Quantities

Should the non-force majeure service interruption or force majeure event continue beyond the first calendar month, the eligible quantities under Sections 5.1.1 and 5.1.2, as applicable, shall be determined based upon the average actual daily withdrawal quantities for the same calendar months of the previous three (3) years. If Shipper did not have firm

withdrawal rights during the applicable month of any of the three (3) previous years, then the eligible quantity shall be adjusted for the number of years Shipper did have firm withdrawal rights or remain as originally calculated in Sections 5.1.1 and 5.2.1.

5.5 Reservation Rate

For the calculation of the Reservation Charge Credit, Transporter shall apply the deliverability reservation rate applicable to Shipper's Service Agreement; provided, however, the deliverability reservation rate for service obtained through capacity release pursuant to Section 16 of the General Terms and Conditions shall be the lower of the deliverability reservation rate under the Replacement Shipper's Service Agreement or the deliverability reservation rate stated in the Releasing Shipper's Service Agreement. Reservation Charge Credits are not applicable to Replacement Shippers paying a volumetric rate.

5.6 Calculation

Each day's Reservation Charge Credit shall be determined by dividing the eligible quantity calculated in Sections 5.1.1 or 5.2.1, as adjusted pursuant to the CAP, by the applicable days in the month to determine the MSDQ and multiplying such amount by the applicable deliverability reservation rate determined in Section 5.5.

5.7 Timing of Credits

Reservation Charge Credits shall be applied to each Shipper's monthly invoice issued no later than three (3) months subsequent to the month the obligation was incurred or refunded if the service agreement has terminated and shall be applied to offset any outstanding past due balances owed by Shipper.

5.8 Alternative Crediting Methodologies

In a not unduly discriminatory manner and in connection with a discounted or negotiated rate Service Agreement, Transporter and Shipper may agree to a different reservation charge crediting methodology.

6. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdrawal for Shipper's account, on any day, quantities of gas in excess of the MSIQ and/or MSDQ shown in Exhibit A to Shipper's Service Agreement, each as adjusted pursuant to the CAP. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

7. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 35 of the General Terms and Conditions. The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

8. CONDITIONS OF SERVICE

8.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for storage service pursuant to the provisions of Section 7 of the General Terms and Conditions.

8.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

8.3 In the event gas tendered by Shipper to Transporter for injection into storage, or the gas withdrawn from storage under this Rate Schedule, is commingled with other gas, the quantity injected shall be set equivalent to the gas received into Transporter's system and the gas withdrawn shall be set equivalent to the nominated and scheduled quantities.

9. OTHER OPERATING PROVISIONS

9.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to have injected, withdrawn or stored hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

9.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

10. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

11. NOTICES

11.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

11.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503
Wire: Address and Account No. identified on invoice

RATE SCHEDULE IS-1
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available, on the basis described herein and is subject to all other terms of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the storage of natural gas in the aggregate storage facilities of WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") pursuant to Part 284 of the FERC Regulations when:

1.1 Shipper desires storage service on an interruptible basis to store natural gas in Transporter's aggregate storage facilities for later transportation to an ultimate delivery point, and Transporter has determined that adequate capacity exists in its storage facilities to provide the service without detriment to firm storage service commitments, and without additions, enlargement, or modification of its storage facilities. Provided, however, that nothing herein shall be deemed to preclude or limit Transporter from making such addition, enlargement or modification if deemed desirable by Transporter and upon obtaining any requisite government authorizations therefore;

1.2 Shipper has met the conditions of service specified in Section 7 hereof; and,

1.3 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Storage service hereunder is interruptible, and subject to interruption at any time. Storage service under this Rate Schedule will be performed when Transporter has the capability available to provide such storage service without detriment or disadvantage to Transporter's firm storage services.

2.2 Storage service hereunder shall consist of the acceptance by Transporter of gas for injection into storage, the retention of such gas in storage, and the withdrawal of such gas from storage for transportation, all in accordance with the provisions set forth in the Service Agreement.

2.3 The maximum quantity of gas to be stored, and the maximum daily injection and withdrawal quantities of gas shall be set forth in the Service Agreement hereunder.

2.4 Sales, Assignments and Transfers: Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder pursuant to Subsections 2.4.1, 2.4.2 and 2.4.3 hereof. Shipper shall not incur withdrawal or injection fees solely as a result of the sale, assignment or transfer of such gas. The request for and verification of any sale, assignment or transfer must be received, in writing, from the original and acquiring Shipper by 11:30 a.m. Central Clock Time the day before the sale, assignment or transfer is to be effective (such deadlines shall also apply to Shippers transferring gas

between their own Storage Service Agreements). Sales, assignments and transfers shall be approved by Transporter, on a non-discriminatory basis, provided there will be no adverse impacts on Transporter's storage service.

2.4.1 Sales, Assignments and Transfers to another Shipper: Shipper may sell, assign or otherwise transfer all or any portion of its gas held in storage hereunder to another Shipper having an executed Storage Service Agreement with Transporter. If such sale, assignment or transfer shall occur, the original Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer and such acquiring Shipper is responsible for paying all storage charges applicable to such gas under its Storage Service Agreement on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation.

2.4.1.1 In the event the original Shipper having an executed Interruptible Storage Service Agreement under Rate Schedule IS-1 sells, assigns, or otherwise transfers gas held in storage to such acquiring Shipper having an executed Firm Storage Service Agreement under Rate Schedule FS-1, the original Shipper shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth in Part 4, Section 4 and 5 of Transporter's Tariff.

2.4.2 Transfers between Shipper's Existing Storage Service Agreements under different Rate Schedules: Shipper may transfer all or any portion of its gas held in storage hereunder to another of its executed Storage Service Agreements under a different Rate Schedule. If such transfer shall occur, Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection as if no stop-in-time had been applied to such transportation and for applicable storage charges up to the date of transfer. Shipper is also responsible for paying all storage charges applicable to such transferred gas on and after the date of transfer and for separately paying the charges for the transportation of such gas after withdrawal as if no stop-in-time had been applied to such transportation.

2.4.2.1 A Shipper transferring gas from its own Storage Service Agreement under Rate Schedule IS-1 to its own Storage Service Agreement under Rate Schedule FS-1 shall be billed by Transporter on the date of transfer the difference in the withdrawal rate between Rate Schedules IS-1 and FS-1 as set forth in Part 4, Sections 4 and 5 of Transporter's Tariff.

2.4.3 Transfers between Shipper's Existing Storage Service Agreements under the same Rate Schedule: Shipper may transfer all or any portion of its gas held in storage hereunder to another of its executed Storage Service Agreements under the same Rate Schedule. If such transfer shall occur, Shipper is responsible for the charges applicable to the transportation of such gas to storage for injection and for applicable storage charges up to the date of transfer. Shipper is also responsible for paying all storage charges applicable to such transferred gas on and after the date of transfer. Such transferred gas shall retain its stop-in-time status provided that such gas, upon its withdrawal, will be transported under the same transportation rate schedule utilized to transport such gas for injection.

2.5 Transporter reserves the right to order the withdrawal of all or any portion of Shipper's storage gas at any time. If, in Transporter's reasonable discretion, such withdrawal is necessary, Transporter shall give Shipper at least ten days notice of the need to commence withdrawals, specifying the intended withdrawal schedule. Transporter and Shipper shall consult in order to insure that all relevant factors are considered in implementing such withdrawals. When withdrawals are ordered, they shall be applied on a pro rata basis to all Shippers hereunder to the extent that operating or other relevant conditions permit or require.

3. STORAGE SERVICE CHARGES

Distinct rates shall be charged for injection of gas into storage, retention of gas in storage, and withdrawal of gas from storage for Shipper's account under this Rate Schedule.

3.1 Applicable Rates: The applicable rates for service hereunder are set forth in Part 4, Section 5 of Transporter's Tariff, as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

3.2 For all storage service hereunder, Shipper shall pay Transporter each month the sum of the following charges, as applicable:

3.2.1 Injection/Withdrawal Charge: Shipper shall be charged an amount obtained by multiplying the unit injection charge and/or the unit withdrawal charge set forth in the Service Agreement by the quantity of gas in dkt injected into and/or withdrawn from storage during the month.

3.2.2 Capacity Charge: Shipper shall, each month, be assessed a capacity charge consisting of the product of Shipper's average balance of gas held in storage during the month and the applicable rate set forth in the Service Agreement.

3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor

shall they be less than the applicable minimum rate(s) set forth in Part 4, Section 5 of this Tariff, or any superseding tariff. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate(s) for service hereunder shall be the maximum allowable rate(s) under this Rate Schedule.

4. MINIMUM MONTHLY BILL

None.

5. AUTHORIZED SCHEDULED OVERRUN STORAGE

Upon request of Shipper and at Transporter's option, Transporter may receive for injection and/or withdraw for Shipper's account, on any day, quantities of gas in excess of Shipper's Interruptible Injection and/or Withdrawal Quantities. Such quantities shall be injected and/or withdrawn on an interruptible basis. For such excess gas injected and/or withdrawn, Shipper shall pay an amount obtained by multiplying the quantity of such excess gas during the month by the Scheduled Overrun Charge.

6. FUEL AND ELECTRIC POWER REIMBURSEMENT

Shipper shall reimburse Transporter in-kind for fuel use, lost and unaccounted for gas and in-dollars for electric power use in accordance with Subsection 1.15 and Section 35 of the General Terms and Conditions.

The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt, as applicable, shall be applied to the quantities of gas injected and/or withdrawn, as applicable, by Transporter for Shipper's account at Transporter's storage facilities.

7. CONDITIONS OF SERVICE

7.1 To qualify for service pursuant to this Rate Schedule, a potential Shipper shall make a request for storage service pursuant to the provisions of Section 7 of the General Terms and Conditions.

7.2 Shipper may be required periodically to update the credit information originally provided in the Transportation/Storage Service Request Form.

7.3 In the event gas tendered by Shipper to Transporter for injection into storage, or the gas withdrawn from storage under this Rate Schedule, is commingled with other gas, the quantity injected shall be set equivalent to the gas received into Transporter's system and the gas withdrawn shall be set equivalent to the nominated and scheduled quantities.

8. OTHER OPERATING PROVISIONS

8.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to have injected, withdrawn or stored hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

8.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

10. NOTICES

10.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

10.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503
Wire: Address and Account No. identified on invoice

RATE SCHEDULE PAL-1
PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available on and after July 1, 2001, on the basis described herein and is subject to all other terms and conditions of this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), to any party (hereinafter referred to as "Shipper") for the short-term parking and/or lending of gas, to be provided by WBI Energy Transmission, Inc. (hereinafter referred to as "Transporter") for natural gas received from and/or loaned to Shipper for said purpose, pursuant to Subpart B or G of Part 284 of the FERC Regulations when Shipper desires Park and Loan Service (PAL) and:

1.1 Transporter can render service with its existing transmission system without need for construction of any additional pipeline facilities.

1.2 Service will be restricted to points on Transporter's existing transmission system where Transporter has executed an Interconnecting Pipeline Operational Balancing Agreement (OBA) with the interconnecting pipeline company (hereinafter referred to as the "PAL point(s)").

1.3 Transporter has determined that adequate capacity exists at the designated PAL point(s) to provide the service requested without detriment to existing firm and/or interruptible service commitments.

1.4 Shipper has met the conditions of service specified in Sections 5 and 7 hereof.

1.5 Transporter and Shipper have executed a Service Agreement for service under this Rate Schedule, along with executed Transportation and Storage Service Agreements.

1.6 Shipper desires short-term parking and/or lending service:

1.6.1 to park natural gas at a designated PAL point(s) on Transporter's system for later delivery to Shipper of such parked gas to the same designated PAL point(s), or

1.6.2 to borrow natural gas from Transporter at a designated PAL point(s) on Transporter's system for later return by Shipper to the same designated PAL point(s).

2. APPLICABILITY AND CHARACTER OF SERVICE

Parking service shall refer to the short-term holding by Transporter of natural gas provided by Shipper; lending service shall refer to the short-term loaning by Transporter of natural gas to Shipper.

The duration of the service under this Rate Schedule shall be not less than (1) day and shall not continue beyond the end of a calendar month in which the service was initiated (hereinafter referred to as the "holding period").

2.1 Service hereunder is interruptible, and subject to interruption at any time. Service under this Rate Schedule will be performed when Transporter has capacity available to provide such service without detriment or disadvantage to Transporter's firm and/or interruptible services pursuant to Section 9 of the General Terms and Conditions contained in Transporter's Tariff.

2.2 Service hereunder shall consist of:

2.2.1 Parking Service - The receipt by Transporter of a quantity of natural gas for parking for Shipper's account at a designated PAL point(s), the holding of such parked quantity by Transporter for the account of Shipper at the designated PAL point(s), and the subsequent delivery of such parked quantity to Shipper at the same PAL point(s).

2.2.2 Loan Service - The delivery by Transporter of a quantity of natural gas loaned for Shipper's account at a designated PAL point(s), and the Shipper's return of the loaned quantity to Transporter at the same PAL point(s) where Shipper received such loaned quantity.

2.3 Clearing Parked/Loaned Quantities:

2.3.1 Transporter shall not deliver and/or receive at any PAL point(s) a quantity of gas in excess of the parked/loaned quantity of gas held for Shipper's account at such PAL point(s).

2.3.2 Shipper shall be required to reduce to zero each parked and/or loaned quantity of gas at each PAL point(s) within the holding period applicable to such quantity of gas. Such holding period may be extended upon mutual agreement by both Shipper and Transporter.

2.3.3 Should Shipper fail to fully schedule a parked quantity from, and/or a loaned quantity to, the same PAL point(s) by the end of the holding period applicable to such quantity of gas:

2.3.3.1 Transporter shall transport, inject and store such quantity of parked gas in Transporter's aggregate storage facilities at the maximum rate under Shipper's executed Transportation and Storage Service Agreements as specified in Shipper's executed Service Agreement under this Rate Schedule, and/or

2.3.3.2 Such quantity of loaned gas shall be deemed as sold to Shipper at 150% of the index price as more fully described in Subsection 14.5.1 of the General Terms and Conditions of this Tariff.

2.4 Shipper shall be allowed to nominate a parked quantity from the initial PAL point to either another PAL point or to Transporter's aggregate storage facilities at the rate(s) agreed to by both Transporter and Shipper in accordance with existing scheduling procedures under Shipper's executed Transportation Service Agreement and/or Storage Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.

2.4.1 Shipper shall be allowed to request that a parked quantity be moved from the initial PAL point to another PAL point under Shipper's executed Transportation Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.

2.4.2 Shipper shall be allowed to request that a parked quantity be moved from the initial PAL point to Transporter's aggregate storage under Shipper's executed Transportation Service Agreement and executed Storage Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.

2.4.3 Shipper shall be allowed to request transportation of gas from a receipt point on Transporter's system to clear a loaned quantity at a PAL point under Shipper's executed Transportation Service Agreement as specified in Shipper's executed Service Agreement under this Rate Schedule.

2.5 Upon notification by Transporter, Shipper(s) shall be required to suspend and/or reduce quantities for parking and/or loaned gas quantities, and/or Shipper shall be required to remove parked quantities and/or return loaned quantities.

2.5.1 Transporter shall notify Shipper(s) via telephone, facsimile, email or by posting on its Website.

2.5.2 Transporter's notification shall specify the timeframe to remove and/or return such gas quantities. Unless otherwise mutually agreed, the specified timeframe to remove or return such gas quantities shall be three (3) days from the time of Transporter's notification.

2.5.3 Should Shipper fail to comply with such notification, such applicable gas quantities shall be cleared pursuant to the provisions of Subsection 2.3.3 of this Rate Schedule.

2.6 Shipper shall be obligated for all applicable charges under this Rate Schedule and under the associated executed Transportation and/or Storage Service Agreements.

2.7 Transporter will extend the time available for Shipper to remove a parked quantity or return a loaned quantity by one (1) day for each day that Transporter is unable to deliver or receive a nominated gas quantity due to operational conditions on Transporter's system resulting in allocation and/or interruption that would prohibit delivery and/or receipt of such gas. During such time, Shipper shall not incur any penalty as to that portion of the nominated gas quantity that Transporter is unable to deliver or receive.

3. PAL SERVICE CHARGES

3.1 Applicable Rates: The applicable maximum and minimum rates for service hereunder are set forth Part 4, Section 6 of Transporter's Tariff as it may be revised from time to time. Such minimum and maximum rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

3.2 Commodity Charge: Shipper shall be charged an amount obtained by multiplying the unit commodity rate set forth in the Service Agreement by the quantity of gas in dkt parked and/or loaned each month by Transporter for Shipper's account at each PAL point(s). The commodity charges hereunder are not subject to adjustment pursuant to the Federal Energy Regulatory Commission Annual Charge Adjustment Provision in Section 36 of the General Terms and Conditions of this Tariff.

3.3 Adjustment of Rates: Subject to the terms of the Service Agreement, Transporter may prescribe and/or adjust at any time any of the rates applicable to any individual Shipper without adjusting any other rates for that or another Shipper; provided, however, that such adjusted rate(s) shall not exceed the applicable maximum rate(s) nor shall they be less than the applicable minimum rate(s) set forth in Part 4, Section 6 of this Tariff, or any superseding Tariff. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific parked and/or loaned quantity and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; and/or (2) for a specifically defined period. A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. Unless otherwise agreed, at the expiration of the stated primary term specified in Exhibit "A" of the Service Agreement, the rate for service shall be the maximum allowable rate under this Rate Schedule.

3.4 Penalties: Pursuant to the terms of Subsection 2.3.3, Shipper shall be assessed applicable penalties for failure to return a loaned quantity in compliance with this Rate Schedule PAL-1. Such penalties shall be credited to applicable Shippers pursuant to the terms of Subsection 14.21.2 of the General Terms and Conditions of this Tariff.

4. MINIMUM MONTHLY BILL

None.

5. CONDITIONS OF SERVICE

5.1 To qualify for service pursuant to this Rate Schedule, Shipper shall make a request for PAL Service pursuant to the provisions of Section 7 of the General Terms and Conditions of this Tariff.

5.2 Shipper shall be required, in order to receive service under this Rate Schedule, to have in place both an executed Transportation Service Agreement and an executed Storage Service Agreement.

5.3 Shipper may be required periodically by Transporter to update the credit information originally provided in the Transportation/Storage Service Request Form.

6. OTHER OPERATING PROVISIONS

6.1 For planning purposes, Transporter may, from time to time, request estimates from Shipper of the quantities that Shipper intends to utilize hereunder. In the event that such a request is made, Shipper shall reply in writing within 45 days of the request.

6.2 Transporter may request other planning information as needed from time to time and Shipper shall comply with all reasonable requests.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in Transporter's Tariff, except as modified in the Service Agreement, are applicable to this Rate Schedule and are hereby made a part hereof.

8. NOTICES

8.1 Any invoices or notices provided for in the Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the applicable address:

Notices: WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

8.2 Payments are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 20 of the General Terms and Conditions.

Payments by Check: WBI Energy Transmission, Inc.
Attention: Transportation Accounting
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
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Wire: Address and Account No. identified on invoice

General Terms and Conditions - Index	Part 6 <u>Section</u>
Definition of Terms	1
Descriptive Headings	2
Pressure	3
Quality	4
Measurement	5
Service Conditions	6
Affl. Trans.Compliance Plan and Serv. Requests	7
Electronic Communication Mechanisms	8
Nomination and Scheduling Procedures	9
Allocation of Uncommitted Capacity	10
Rate of Delivery	11
Receipt/Delivery Points	12
Interruption	13
Balancing and Nomination Variance Procedures	14
Operational Flow Orders	15
Firm Capacity Release Mechanism	16
Unauthorized Gas	17
Billings	18
Taxes	19
Payments	20
Insolvency/Performance Provision	21
Possession of Gas	22
Pipeline Service Obligations	23
Odorization	24
Force Majeure	25
Warranty	26
Indemnification	27
Notices	28
Assignment	29
Non-Waiver and Future Default	30
Joint Obligations	31
Applications for Authority and Certificates	32
Attribution of Costs	33
Schedules and Agreements Subject to Regulation	34
Fuel and Electric Power Reimbursement Adjustment	35
FERC Annual Charge Adjustment Provision	36
Inconsistencies	37
Incorp. in Rate Sched. and Gas Serv. Agreements	38
Lateral Pipeline Policy	39
NAESB Business Practice Standards	40
Pooling Service	41
Segmentation of Capacity	42
Negotiated Rates	43

1. DEFINITION OF TERMS

Except where the context expressly states otherwise, the following terms, when used in this FERC Gas Tariff, Fourth Revised Volume No. 1 (Tariff), and any Rate Schedules and Service Agreements incorporating said Tariff, shall be construed to have the following meanings:

1.1 The term "Annual Delivery Quantity (ADQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver on an annual basis for Shipper.

1.2 The term "Annual Receipt Quantity (ARQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall receive for transportation on an annual basis for Shipper.

1.3 The term "Btu" means "British thermal unit". The standard Btu is the International Btu, which is also called the Btu(IT). The international Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials.

1.4 The term "Business Day" means Monday through Friday, excluding federal banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

1.5 The term "cubic foot" means the volume of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 psia.

1.6 The term "day" means a period of twenty-four consecutive hours, beginning and ending at 9 a.m. Central Clock Time.

1.7 The term "dekatherm (dkt)" means the quantity of heat energy which is equivalent to 1,000,000 Btu's. One "dekatherm" of gas means the quantity of gas which contains one dekatherm of heat energy. The total dekatherms are calculated by multiplying the gas volume in Mcf by its total gross heating value, divided by 1,000. The standard quantity for nominations, confirmation, and scheduling is dekatherms per Gas Day in the United States.

1.8 The term "delivery quantities" means all quantities of gas which Transporter delivers for the account of Shipper at the point(s) of delivery.

1.9 The term "Interactive Website (Website)" means a computerized Internet Website service at <http://transmission.wbienergy.com> (computer system and software) allowing simultaneous access by multiple remote users via the Internet for the purposes of "posting" information for others to view, viewing information posted by others, conducting electronic mail messaging, executing other programs available on the Website and down-loading files available on the service.

1.10 The term "electronic communication mechanism" means any or all of Transporter's Website, EDI, or File Transfer service(s).

1.11 The term "Electronic Data Interchange (EDI)" means the computer-to-computer exchange of business information through standardized document formats. Any party wishing to use Transporter's EDI service will be required to enter into a Trading Partner Agreement (TPA) with Transporter.

1.12 The term "equivalent dkt" as used in this Tariff shall mean the relevant capacity in Mcf converted to dkt using an assumed thermal content of 1,000 BTU's per cubic foot.

1.13 The term "FERC" means the Federal Energy Regulatory Commission or successor agency.

1.14 The term "Firm Cycle Quantity (FCQ)" means the maximum amount of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall inject into and withdraw from storage on a firm basis for Shipper during the injection and withdrawal seasons, respectively.

1.15 The term "fuel reimbursement" consists of an allowance for the following:

1.15.1 "Fuel Use" means the volume(s) of gas Transporter uses including, but not limited to, fuel used at compressor stations in rendering the services hereunder.

1.15.2 "Lost and Unaccounted for Gas" means the volume(s) of gas to compensate for lost or otherwise unaccounted-for gas on Transporter's system.

1.15.3 "Electric Power Use" means the cost of electricity Transporter uses including, but not limited to, electricity used at compressor stations in rendering the services hereunder.

1.16 The term "gigajoule" means 1 billion joules. The standard quantity for nominations, confirmation and scheduling is dekatherms per Gas Day in the United States and gigajoules per Gas Day in Canada and Mexico. The joule is the "Systeme International" unit of work or energy. For commercial purposes, the standard conversion factor between dekatherms and gigajoules is 1.055056 gigajoules per dekatherm. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. The International Btu is specified for use in the gas measurement standards of the American Gas Association, the American Petroleum Institute, the Gas Processors Association and the American Society for Testing Materials. For non-commercial purposes, these associations note that the exact conversion factor is 1.05505585262 gigajoules per dekatherm.

1.17 The term "gross heating value" means the number of Btu's produced by the complete combustion, at a constant pressure, of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of 60 degrees Fahrenheit on a dry basis and at a pressure of 14.73 psia with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion has condensed to the liquid state.

1.18 The term "Interruptible Capacity Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to store in Transporter's storage facilities, as established in the Service Agreement.

1.19 The term "Interruptible Delivery Quantity" means the maximum interruptible quantity of gas, expressed in dkt per day, which Shipper shall be allowed to have transported to a delivery point(s) on any day as established in the Service Agreement for interruptible transportation service.

1.20 The term "Interruptible Injection Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to inject into Transporter's storage facilities on any day, as established in the Service Agreement.

1.21 The term "Interruptible Receipt Quantity" means the maximum interruptible quantity of gas, expressed in dkt per day, which Shipper shall be allowed to tender to Transporter at receipt point(s) on any day as established in the Service Agreement for interruptible transportation service.

1.22 The term "Interruptible Withdrawal Quantity" means the maximum interruptible quantity of natural gas in dkt which Shipper shall be allowed to withdraw from Transporter's storage facilities on any day, as established in the Service Agreement.

1.23 The term "Maximum Daily Delivery Quantity (MDDQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver on any day for Shipper.

1.24 The term "Maximum Daily Receipt Quantity (MDRQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall receive for transportation on any day for Shipper.

1.25 The term "Maximum Storage Capacity Quantity (MSCQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall store for Shipper.

1.26 The term "Maximum Storage Deliverability Quantity (MSDQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall deliver from storage on any day for Shipper.

1.27 The term "Maximum Storage Injection Quantity (MSIQ)" means the maximum firm quantity of natural gas in equivalent dkt, as specified in Exhibit A to a Service Agreement, which Transporter shall inject into storage on any day for Shipper.

1.28 The term "Mcf" means 1,000 cubic feet of gas.

1.29 The term "month" means the period beginning at 9 a.m. Central Clock Time on the first day of the calendar month and ending at 9 a.m. Central Clock Time on the first day of the next succeeding calendar month.

1.30 The terms "natural gas" or "gas" means natural gas unmixed or any mixture of natural and artificial gas.

1.31 The term "Party" means either Shipper or Transporter.

1.32 The term "point(s) of delivery" means the point(s) set forth in the Service Agreement where Transporter delivers gas for the account of Shipper after storage and/or transportation.

1.33 The term "point(s) of receipt" means the point(s) set forth in the Service Agreement where gas is tendered to and received by Transporter for the account of Shipper prior to storage and/or transportation.

1.34 The term "psia" means pounds per square inch absolute.

1.35 The term "psig" means pounds per square inch gauge.

1.36 The term "quantity of gas" means the number of units of gas energy expressed in dkt's, unless otherwise specified.

1.37 The term "receipt quantities" means all quantities of gas tendered to Transporter at the point(s) of receipt for the account of Shipper.

1.38 The term "Service Agreement" means an executed Service Agreement subject to this Tariff.

1.39 The term "Shipper" means any party with whom Transporter has a Service Agreement under one or more of Transporter's Rate Schedules pursuant to the terms of this Tariff.

1.40 The term "stop-in-time" refers to the use of one of Transporter's storage services as an intermediate stop in an on-going transportation transaction. Storage facilities in this context shall be considered intermediate receipt and/or delivery points, as applicable.

1.41 The term "storage service" consists of the acceptance by Transporter of gas tendered for Shipper's account for storage in Transporter's aggregate storage facilities, the injection and withdrawal of that gas into and out of Transporter's aggregate storage facilities, and the storage of that gas in Transporter's aggregate storage facilities.

1.42 The term "thermal balancing" means balancing the thermal content of the gas tendered to Transporter's pipeline system (including storage facilities) hereunder and the thermal content of the gas delivered therefrom.

1.43 The term "thermal content" when applied to any volume of gas means the aggregate number of Btu's contained in such volume. The thermal content shall be determined by multiplying the volume of gas in cubic feet by the gross heating value of the gas.

1.44 The term "transportation service" consists of the acceptance by Transporter of gas tendered by Shipper to Transporter's transmission system, the transportation of that gas, either directly or by displacement through Transporter's transmission system, and the redelivery of gas to Shipper at the point(s) of delivery.

1.45 The term "Transporter" means WBI Energy Transmission, Inc.

1.46 The term "Capacity Adjustment Provision (CAP)", for all purposes other than ADQ and ARQ, shall mean a procedure whereby the relevant firm capacity in equivalent dkt specified in the applicable Service Agreement is multiplied by a fraction, the numerator of which is the latest available estimated Btu content per cubic foot at the relevant receipt or delivery point and the denominator of which is 1,000. Transporter shall post the Btu content to be used as the numerator of the fraction described above at each of the various points of receipt and delivery on a daily basis via an electronic communication mechanism. For purposes of ADQ and ARQ, CAP shall mean a procedure whereby the relevant firm capacity in equivalent dkt specified in the applicable Service Agreement is multiplied by a fraction, the numerator of which is the weighted average Btu content per cubic foot of the deliveries or receipts, as applicable, rendered to Shippers during the contract year and the denominator of which is 1,000.

1.47 The term "Pooling Party" means any party who has submitted a complete Pooling Request Form, as set forth in Subsection 7.10 of these General Terms and Conditions, that has been accepted by Transporter to utilize the pooling service set forth in Section 41 of these General Terms and Conditions. A party will be considered a Pooling Party only for purposes of transportation from an associated receipt point(s), as defined in Subsection 41.2 of these General Terms and Conditions, to a designated pool. For all other purposes, the party will be considered a Shipper as defined in Subsection 1.39 of these General Terms and Conditions.

1.48 The term "pooling point" means any of the twelve points set forth in Subsection 41.2 of these General Terms and Conditions where gas can be nominated for aggregation and/or disaggregation. Pooling point(s) shall be considered a logical receipt and/or delivery point(s), as applicable.

1.49 The term "PAL point" shall refer to those points on Transporter's system where an Interconnecting Pipeline Operational Balancing Agreement (OBA) is in effect.

1.50 The term "Parked Quantity" means the amount of gas received on any day by Transporter for Shipper's account at each specified PAL point(s) under an executed Service Agreement.

1.51 The term "Loaned Quantity" means the amount of gas loaned on any day by Transporter for Shipper's account at each specified PAL point(s) under an executed Service Agreement.

1.52 The term "Segment" means that portion of the transmission system, consisting of a point of receipt and point of delivery, that lies at or between the primary point of receipt and primary point of delivery of a Shipper's currently effective Service Agreement. For purposes of this Tariff, such points are those physical points which are available for nomination by Shipper pursuant to Shipper's executed Firm Transportation Service Agreement.

1.53 The term "Segmentation" means the ability of Shipper holding a contract for firm transportation service to subdivide such service into segments and to use those segments for different firm transportation transactions (segmented transaction). Shipper may effect segmentation by nominating a number of discrete transportation combinations (points of receipt to points of delivery) that shall have both the point of receipt and the point of delivery listed in Shipper's Firm Transportation Service Agreement.

1.54 The term "Segmented Capacity" means the firm capacity of a Shipper that has been subdivided into individual segments, with the capacity of each such segment not to exceed the capacity included in the currently effective Firm Transportation Service Agreement.

1.55 The term "NAESB" means the Wholesale Gas Quadrant of the North American Energy Standards Board.

1.56 The term "Recourse Rate" means the maximum rate for a specific Rate Schedule under the Notice of Currently Effective Rates contained in this Tariff.

1.57 The term "Point Operator" means any party or party's designee who is responsible for and has control of the physical operation of the facilities interconnected with Transporter.

1.58 The term "Controlling Party" means Point Operator or Point Operator's designee, as designated in writing by all applicable parties, who is responsible for confirmations, pre-determined allocations, and/or has the ability to enter into a ROBA with Transporter.

1.59 The term "Asset Management Arrangement (AMA)" means any pre-arranged release to an asset manager that contains a condition that the releasing shipper may call upon the replacement shipper to deliver to, or purchase from, the releasing shipper a volume of gas up to 100 percent of the daily contract demand of the released transportation or storage capacity.

1.60 The term "State-regulated Retail Access Program" means any pre-arranged capacity release to a marketer that will be utilized by the replacement shipper to provide the gas supply requirement of retail consumers pursuant to a retail access program approved by the state agency with jurisdiction over the local distribution company that provides delivery service to such retail consumers.

1.61 The term "storage year" means an annual period commencing April 1 and extending through March 31 of the following calendar year.

1.62 The term "North Badlands System" (NB) means the Operational Impact Area (OIA) assigned to the Service Agreement comprising the mainline capacity, receipt points and delivery points on the non-contiguous Garden Creek lateral for the purposes of nominating, scheduling and balancing.

1.63 The term "Round Prairie System" (RP) means the Operational Impact Area (OIA) assigned to the Service Agreement comprising the mainline capacity, receipt points and delivery points on the non-contiguous Stateline lateral for the purposes of nominating, scheduling and balancing.

1.64 The term "Integrated System" (IS) means the Operational Impact Area (OIA) assigned to the Service Agreement comprising the mainline capacity, storage, receipt points and delivery points on Transporter's contiguous system (Worland Subsystem, Mon-Dak Subsystem, Cedar Creek Subsystem, Sheyenne Subsystem, Black Hills Subsystem, Grasslands Subsystem, Medora Subsystem, and North Bakken Subsystem) for the purposes of nominating, scheduling and balancing.

1.65 For purposes of Subsections 9.2, 9.3, 9.4 and 9.5 of these General Terms and Conditions, the term "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

2. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of the Rate Schedules, the Service Agreements and these General Terms and Conditions are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provision.

3. PRESSURE

3.1 Pressure at the point(s) of receipt: Shipper shall cause the gas to be tendered at the point(s) of receipt at a pressure sufficient to enter Transporter's system against the pressures prevailing from time to time, within the pressure range specified for each point(s) of receipt as set forth in the Service Agreement.

3.2 Pressure at the point(s) of delivery: Transporter shall cause the gas to be delivered at the point(s) of delivery hereunder at such pressures, prevailing from time to time in Transporter's pipeline system, within the pressure range specified for each point(s) of delivery as set forth in the Service Agreement.

4. QUALITY

Except as otherwise provided below, all natural gas delivered to Transporter at receipt point(s) shall conform to the following specifications:

4.1 Non-gaseous constituents: The gas shall be commercially free from solid or liquid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with the proper operation of Transporter's pipelines, meters, regulators and other appurtenances through which it flows.

4.2 Oxygen: The gas shall not at any time have an oxygen content in excess of .001 percent by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.

4.3 Carbon dioxide: The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume.

4.4 Liquids hydrocarbon content: The gas shall have a hydrocarbon dew-point less than -5° Fahrenheit at 800 psia, -10° Fahrenheit at 1,000 psia, or -18° Fahrenheit at 1,100 psia, or such higher dew-point approved by Transporter as, without treatment by Transporter, may be compatible with the operating conditions of Transporter's pipeline.

4.5 Hydrogen sulfide: The gas shall not contain more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet.

4.6 Total sulfur: The gas shall not contain more than two (2) grains of total sulfur per one hundred (100) cubic feet.

4.7 Gross heating value: The gas shall have a total or gross heating value of not less than nine hundred fifty (950) nor more than one thousand two hundred and ten (1,210) Btu's per cubic foot at a pressure of 14.73 psia.

4.8 Temperature: The gas shall not be received at a temperature of more than one hundred twenty degrees (120°) Fahrenheit.

4.9 Water vapor content: The gas shall not contain in excess of four (4) pounds of water vapor per million cubic feet.

4.10 Mercaptan sulfur: The gas shall not contain more than one quarter (1/4) grain of mercaptan sulfur per one hundred (100) cubic feet of gas, or such higher content as, in Transporter's judgment, will not result in deliveries of gas by Transporter to Shipper(s) containing more than one quarter (1/4) grain of mercaptan sulfur per one hundred (100) cubic feet of gas.

4.11 Deleterious substances: The gas shall not contain deleterious substances or toxic or hazardous substances in concentrations that are hazardous to health, injurious to pipeline facilities or adversely affect merchantability.

4.12 Microbiological agents: The gas shall not contain, either in the gas or any liquids with the gas, any microbiological organisms, active bacteria or bacterial agent(s) capable of contributing to or causing corrosion and/or operational and/or other concerns. Microbiological organisms, bacteria or bacterial agent(s) include, but are not limited to, sulphate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agent(s) shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Transporter and Point Operator which is currently available or may become available at any time.

4.13 Gas received by Transporter at receipt point(s) for processing purposes shall conform to the specifications established in the Service Agreement between Shipper and Transporter or if none are specified, to the specifications contained in these General Terms and Conditions.

4.14 If, at any time, gas tendered by Shipper for transportation shall fail to conform to any of the applicable quality specifications, Transporter shall have the right, at its option, to immediately refuse to accept delivery pending correction of the deficiency by the Point Operator, continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications and to charge Point Operator for costs incurred in making such conforming changes, or continue to accept delivery of said gas so long as, in Transporter's sole judgment, it can be utilized without detrimentally affecting Transporter's facilities or operations and such nonconformance does not cause Transporter to incur additional operation and maintenance expenses. Acceptance of gas that does not conform to applicable quality specifications will not prevent Transporter from refusing future receipts of non-conforming gas. Failure by Shipper to tender gas that conforms to the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of the Service Agreement.

4.15 Unless otherwise mutually agreed upon, the cost of any additional gas analysis and quality control equipment, including installation costs and any associated tax effects, which Transporter, in its reasonable discretion, determines is required to be installed to monitor the quality of gas received at a point(s) of receipt, shall be borne by Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter's decision to require the installation of the necessary equipment to protect its system integrity at a receipt point will be exercised in a non-discriminatory manner.

5. MEASUREMENT

5.1 Measuring station: Unless otherwise agreed upon by Transporter and the Point Operator of the receipt and/or delivery point hereunder, Transporter shall install and maintain an ultra sonic orifice meter, a rotary meter, a turbine meter, a diaphragm meter or other mutually agreed upon industry accepted meter of standard make at the point(s) of receipt and delivery, together with all mechanical or Electronic Correcting Device (ECD) equipment required to measure accurately the gas received, transported and delivered hereunder. Unless otherwise mutually agreed upon, the cost of such equipment, including installation costs and any associated tax effects, shall be borne by Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter shall cause the chart on all gas measurement equipment to be changed, or mechanical or electronic indices read, by either Transporter or Point Operator (where economical) on a daily basis or at intervals no longer than once every eight (8) days unless otherwise mutually agreed upon; however, all gas measurement charts shall be changed, or indices read as near as practical to the beginning of the first day of each month.

5.1.1 Unless otherwise mutually agreed upon, the cost of any additional measurement equipment, including installation costs and any associated tax effects, which Transporter, in its reasonable discretion, determines is required to be installed shall be borne by the Point Operator. Such equipment shall be owned and maintained by Transporter. Transporter's decision to require the installation of the necessary measurement equipment will be exercised in a non-discriminatory manner.

5.1.2 A Point Operator may install, maintain and operate, at its own expense, such check measuring equipment as desired, provided that such equipment shall be installed so as not to affect Transporter's measuring equipment. A Point Operator may utilize available meter and gas quality data from Transporter's Remote Terminal Units (RTU). Such Point Operator shall assume sole responsibility for all use of Transporter's RTU data and the information transmitted and hereby indemnifies and holds Transporter harmless against any liability or claim of any person that is attributable to improper use by a Point Operator of Transporter's RTU data and the information transmitted. Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to a Point Operator utilizing Transporter's RTU data and the information transmitted for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of Transporter's RTU data and the information transmitted. If a Point Operator requests and receives assistance from Transporter's employees, such assistance will be at a Point Operator's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter.

5.2 Measurement procedures: Quantities of gas received and delivered hereunder shall be measured in accordance with procedures contained in ANSI-API 2530, First Edition, Second Edition, Third Edition, AGA Committee Report No. 5, AGA Committee Report No. 7, or revisions or amendments thereto. The absolute atmospheric pressure used for volume calculations shall be the average atmospheric pressure determined by calculations based on the actual elevation above sea level of the meter at the place of measurement.

5.3 Unit of volume: The basic unit of volume for purposes of measurement shall be one (1) cubic foot of gas as defined in Subsection 1.5. However, the total energy transfer for purposes of measurement shall be on a dekatherm (dkt) basis as defined in Subsection 1.7.

5.4 Specific gravity: The specific gravity of the gas transported and/or stored hereunder shall be determined by Transporter at the point(s) of receipt and delivery or at point(s) representative of such point(s), at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon, by use of a gas analysis or an indicating gravitometer of standard make, and the results of which shall be applied to the volume determination during the subsequent test interval. However, if at the option of Transporter a recording gravitometer or gas chromatograph is installed, operated and maintained, the arithmetical average or real time integration of the specific gravity so measured while gas is flowing during each metering interval shall be used to correct the volumes of gas transported hereunder to the unit of volume specified in Subsection 5.3 hereof.

5.5 Carbon Dioxide and Nitrogen: The carbon dioxide and nitrogen content of the gas transported and/or stored hereunder shall be determined by Transporter at the point(s) of receipt and delivery or at point(s) representative of such point(s), at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon, by use of a gas analysis, the results of which shall be applied to the volume determination during the subsequent test interval. However, if at the option of Transporter a gas chromatograph is installed, operated and maintained, the real time integration of the carbon dioxide and nitrogen so measured while gas is flowing during each metering interval shall be used to correct the volumes of gas transported hereunder to the unit of volume specified in Subsection 5.3 hereof.

5.6 Temperature: The temperature of the gas flowing through a measuring station, as specified in Subsection 5.1 hereof, shall be determined by an indicating thermometer, a recording thermometer, or an electronic temperature measuring device installed and operated by Transporter. The arithmetical average of the temperature so recorded or integrated while the gas is flowing during each metering interval shall be used in correcting volumes of gas received or delivered hereunder to the unit of volume specified in Subsection 5.3 hereof.

5.7 Heating value: The heating value of the gas shall be determined by Transporter by taking samples of the gas at the point(s) of receipt and delivery or at point(s) representative of such receipt and/or delivery point(s) at necessary intervals, but at least once each ninety (90) days unless otherwise mutually agreed upon. Transporter may, at its option, install and operate an intermittent sampling device to automatically collect samples of the subject gas at the point(s) of receipt and/or delivery or at point(s) representative of such point(s). At Transporter's option, the heating value of the gas may be determined by a recording calorimeter or gas chromatograph, installed by Transporter at the point(s) of receipt and/or delivery, or at point(s) representative of such point(s), in which event the arithmetic average of the hourly flowing gas heating value recorded each day shall be considered as the average heating value of the gas received or delivered for that day. If the heating value of the gas is determined from gas samples taken, such gas samples shall be run on Transporter's recording calorimeter or gas chromatograph to determine the heating value of the subject gas, and the results shall be applied to daily gas receipts and/or deliveries during the billing interval for which the sample was taken, unless otherwise mutually agreed upon.

5.8 Right to be present: Point Operator shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with Transporter's measuring equipment used in measuring or checking the measurement of the receipts and/or deliveries of gas. The records from such measuring equipment shall remain the property of Transporter, but upon request Transporter will submit to Point Operator copies of its records and charts, together with calculations therefrom, for inspection and verification.

5.9 Care required: All installations of measuring equipment applying to or affecting the receipts and/or deliveries of gas shall be made in such a manner as to permit an accurate determination of the quantity of gas transported, and/or stored. Care shall be exercised by Transporter in the installation, maintenance and operation of measuring equipment so as to prevent inaccuracies in the determination of the quantity of gas transported, and/or stored.

5.10 Calibration and test of meters: The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Point Operator, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any ninety (90) day period. In the event Point Operator notifies Transporter that it desires a special test of any measuring equipment, Transporter and Point Operator shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for by Point Operator, shall be borne by Point Operator if the measuring equipment tested is found to be in error which affects quantity measurement by not more than two (2) percent.

5.10.1 If, upon test, any measuring equipment is found to be in error which affects quantity measurement by not more than two (2) percent, previous recordings of such equipment shall be considered accurate in computing volumes and/or quantities of gas, but such equipment shall be adjusted at once to record accurately.

5.10.2 If, upon test, any measuring equipment is found to be in error which affects quantity measurement exceeding two (2) percent, any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending for one-half of the time elapsed since the date of the last test, but not more than 45 days.

5.11 Correction of metering errors - failure of meters: In the event a meter is out of service, or registering inaccurately, the volume and/or quantity of gas transported, and/or stored shall be determined:

5.11.1 By using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of Subsection 5.11.1, then

5.11.2 By correcting the error if the percentage of error is ascertainable by calibration, tests or mathematical calculation; or in the absence of both Subsections 5.11.1 and 5.11.2, then

5.11.3 By estimating the volume and/or quantity based on periods of similar conditions when the meter was registering accurately.

5.11.4 Measurement data corrections should be processed within 6 months of the production month with a 3 month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

5.12 Preservation of metering records: Transporter and Point Operator shall each preserve, for a period of at least three years, all test data, charts and other similar records.

6. SERVICE CONDITIONS

6.1 Properties and facilities: Unless otherwise agreed in writing, Transporter shall only be responsible for the maintenance and operation of its own properties and facilities and shall not be responsible for the maintenance or operation of any other properties or facilities connected in any way with the services to be performed pursuant to this Tariff.

6.2 Alterations and repairs: Transporter shall have the right, without liability to Shipper(s), to interrupt the transportation and/or storage of gas for Shipper(s), when necessary to test, alter, modify, enlarge, or repair any facility or property comprising a part of, or appurtenant to, Transporter's system, or otherwise related to the operation thereof. Transporter shall endeavor to cause a minimum of inconvenience to Shipper(s). Except in cases of unforeseen emergency, Transporter shall give advance notice to Shipper(s) of its intention to so interrupt the flow of gas, stating the anticipated timing and magnitude of each such interruption.

7. AFFILIATED TRANSACTIONS COMPLIANCE PLAN AND SERVICE REQUEST FORMS

7.1 This Section 7 provides Shippers and Potential Shippers the procedures for requesting service under this Tariff. The information necessary for Transporter to comply with the requirements imposed by FERC Order Nos. 717, et seq., and the FERC Regulations thereunder can be found on Transporter's Website. Such information will be updated within seven (7) business days of any change.

7.1.1 Shipper may designate an agent to act on Shipper's behalf to perform specific functions under a specific Service Agreement(s) between Shipper and Transporter. Shipper will continue to be bound by the terms and conditions of the Service Agreement(s) and the provisions of these General Terms and Conditions. An Agent Authorization Form for Shipper's use in designating an agent and the functions to be performed by this agent can be found on Transporter's Website.

7.2 The procedures used to address and resolve complaints by Shipper and potential Shippers are as follows:

7.2.1 Transporter will endeavor, on an informal basis, to respond to and/or resolve telephone inquiries/complaints involving requested and/or furnished transportation and/or storage service, or information regarding such service, promptly and adequately, in the order received. If, however, a Shipper or potential Shipper finds the informal response inadequate for resolution of Shipper's concerns or questions and elects to file a formal complaint, the procedures set forth in Subsection 7.2.2 shall be followed.

7.2.2 Formal complaints by any Shipper or potential Shipper, clearly stating the issue(s), and facts relied on by Shipper, shall be made in writing and mailed by registered or certified mail, or delivered by hand to:

WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, North Dakota 58503

Upon receipt by Transporter, a formal complaint will be date stamped and recorded in the Transportation Service Complaint Log maintained by Transporter's Transportation Department. An initial response including acknowledgment of receipt, a reiteration of the nature of the complaint and the identification of an employee of Transporter assigned to respond to the complaint will be made within 48 hours of the receipt of the complaint. Additionally, a written response shall be provided by registered or certified mail to Complainant within 30 days from receipt of such complaint.

Transporter will make every effort to address and resolve complaints in the order received but final resolution will be dependent upon the nature of the complaint and the time necessary to investigate the complaint, verify the underlying cause(s) and determine the relevant facts.

7.3 The procedures used by Transporter to inform affiliated and nonaffiliated Shippers and potential Shippers of the availability and pricing of transportation and/or storage service are as follows:

7.3.1 Inquiries as to the availability of service on Transporter's system are to be directed to Transporter's Transportation Department and are generally responded to by telephone, at which time the Shipper or potential Shipper is informed verbally of the availability and pricing of transportation service(s).

7.3.2 Upon request, the initial contact described in Subsection 7.3.1 shall be supported by sending the potential Shipper a copy of this Tariff and any published Notices to Shippers which announce discounts then available to similarly-situated Shippers (existing Shippers on the system are already in receipt of such written documents).

7.3.3 In accordance with the requirements of Rule 2010 of the FERC's Rules of Practice and Procedure, once a Shipper has executed a transportation Service Agreement with Transporter, Shipper will also be served with copies of any filings submitted by Transporter proposing changes in rates or terms of service. Upon request, Shipper will also subsequently be sent copies of revised sheets to this Tariff as such sheets are approved and made effective by the FERC.

7.3.4 Electronic Information Availability:

Transporter shall make available various information via an electronic communication mechanism as more fully explained in Section 8 of these General Terms and Conditions. In addition, capacity and rate information may be received by telephoning Transporter's Transportation Department during normal business hours at 701-530-1600.

7.4 The procedures used by Transporter to schedule service and allocate system capacity are set forth in Sections 9 and 10 of these General Terms and Conditions.

7.5 When Transporter pre-schedules system maintenance activities which may affect available capacity on the system, Shippers will be notified by Transporter in advance of such activities via an electronic communication mechanism.

7.6 Transportation/Storage Service Request Form

A Transportation/Storage Service Request Form (Service Request Form) is provided on Transporter's Website and must be completed in full for each individual request. Transportation/Storage service is subject to the terms and conditions of Rate Schedules FT-1 (Firm Transportation Service), FTN-1 (No-Notice Firm Transportation Service), IT-1 (Interruptible Transportation Service), FS-1 (Firm Storage Service), IS-1 (Interruptible Storage Service), or PAL-1 (Park and Loan Service) as applicable.

Requests for interruptible transportation or storage service under this Service Request Form will be invalid and will not be considered if service is requested to commence later than six (6) months after the required information is provided to Transporter. Requests for firm transportation and storage service will be accepted in accordance with Subsection 10.2.1 unless a waiver is requested and granted in accordance with Subsection 10.2.3.

Upon receipt of all of the information required in the following Service Request Form, and upon acceptance of such request, Transporter shall prepare and tender to Shipper for execution a Service Agreement. The bid and Transporter's offer to provide service shall be null and void if Shipper either fails to execute the tendered Service Agreement within two (2) business days following submittal of such Service Agreement to Shipper by Transporter if such Service Agreement is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days if such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff. In the event that any Shipper declines to execute a Service Agreement for the full amount of its allocated firm capacity, additional firm capacity may become available and be offered for reallocation among all other Shippers whose request for service is equal in priority to that of the Shipper declining all or a portion of its allocated firm capacity. Such amount of reallocated capacity shall be offered to affected Shipper(s) on a pro-rata basis, up to the amount of their original transportation request(s). Shipper's rights to the reallocated firm capacity shall be deemed null and void if Shipper either fails to execute the tendered Service Agreement amendment within two (2) business days following submittal of such Service Agreement amendment to Shipper by Transporter if such Service Agreement amendment is in Transporter's Standard Form of Service Agreement as set forth in this Tariff or within thirty (30) days if such Service Agreement amendment contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff.

Return completed Service Request Forms to:

WBI Energy Transmission, Inc.
Attention: Contracts
Mail: P.O. Box 5601
Bismarck, North Dakota 58506-5601
Delivery: 1250 West Century Avenue
Bismarck, ND 58503
Telephone No.: (701) 530-1600
Facsimile No.: (701) 530-1698

A request for transportation/storage service may be made by submitting to Transporter a Service Request Form via an electronic communication mechanism, facsimile, mail, email or hand delivery.

7.7 Financial Data for a Credit Evaluation

Transporter's acceptance of a request for service is contingent upon Shipper satisfying a Credit Evaluation by Transporter. A Credit Evaluation Form, provided on Transporter's Website, must be completed in full by any Shipper as detailed in this Section and/or Section 21.1 of these General Terms and Conditions.

7.7.1 Upon receipt of all the information required, Transporter shall conduct, on a non-discriminatory basis, a financial evaluation to determine the acceptability of a Shipper's overall financial condition. Such credit evaluation and any further or on-going credit evaluation, as may be necessary, shall be based upon the following information and criteria.

7.7.1.1 Shipper shall provide current financial statements (audited if available), annual reports, 10-K reports or other filings with regulatory agencies which discuss Shipper's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies that are available.

7.7.1.2 Shipper shall provide a bank reference and at least two trade references.

7.7.1.3 Shipper shall confirm in writing that Shipper is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurance that the transportation and/or storage service charge will be paid promptly as a cost of administration under the Federal Court's jurisdiction.

7.7.1.4 Shipper shall confirm in writing that it is not aware of any change in business conditions that would cause a substantial deterioration in its financial condition, a condition of insolvency, or the inability to exist as an ongoing business entity.

7.7.1.5 If Shipper has an on-going, credit-worthy acceptable, business relationship with Transporter, no delinquent balances shall be outstanding for services provided previously by Transporter and Shipper must have paid its account(s) according to the established terms and conditions and not made deductions or withheld payment for claims not authorized by this Tariff or the executed Service Agreement.

7.7.1.6 Shipper shall confirm in writing that no significant collection lawsuits or judgments are outstanding that would seriously reflect upon the business entity's ability to remain solvent.

7.7.1.7 If Shipper satisfies Transporter's credit criteria, Transporter shall provide an acceptable level of credit to the Shipper to do business with Transporter.

7.7.2 Upon notification by Transporter that a Shipper has failed to satisfy the credit criteria, such Shipper may still obtain credit approval by Transporter if Shipper elects to provide one of the following.

7.7.2.1 An advance deposit.

7.7.2.2 A standby irrevocable letter of credit.

7.7.2.3 Security interest in collateral found to be satisfactory to Transporter.

7.7.2.4 A guarantee, satisfactory to Transporter, by another person or entity that satisfies credit evaluation.

7.7.2.5 Unless otherwise agreed, such advance deposit, standby irrevocable letter of credit, security interest or guarantee shall at all times equal three (3) months of highest estimated usage during the term of the service agreement.

7.7.3 If confidential treatment is requested, the information provided in this Financial Data for a Credit Evaluation Section will not be made publicly available.

7.8 Conditions for a Valid Service Request

7.8.1 Requesting Party must provide with this Transportation Service Request a letter from the on-behalf-of Shipper authorizing transportation and provide certification that Shipper has title or has the right to acquire title to the gas.

7.8.2 Firm transportation and storage service requests require a prepayment. This prepayment shall be equal to the lesser of \$10,000, or one month's maximum reservation charge. Such prepayment shall be applied to amounts due Transporter for services rendered once service commences or refunded following the determination by Transporter that it is unable to provide the service requested by potential Shipper. The prepayment also shall be refunded if Shipper withdraws its request or bid prior to the end of the bidding period. If such successful potential Shipper withdraws its request or bid after the end of the bidding period or fails to execute a Service Agreement tendered by Transporter, the prepayment shall be forfeited to Transporter.

7.8.2.1 If a Shipper does not have an executed Service Agreement or has not provided sufficient credit as

required in Subsection 7.7 by the end of the bidding period, Shipper shall provide the prepayment prior to the end of the bidding period.

7.8.2.2 If a Shipper has an executed Service Agreement and has provided sufficient credit as required in Subsection 7.7, Shipper shall not be required to provide a prepayment prior to the end of the bidding period. Should such Shipper be a successful Shipper and withdraw its request or bid after the end of the bidding period or fail to execute the Service Agreement tendered by Transporter, Shipper shall pay Transporter the lesser of \$10,000 or one month's maximum reservation charge.

7.8.3 Shipper or Requesting Party acknowledges that a request for service will not be complete and will be deemed invalid, that no capacity will be assigned, and that a request will not be considered until all the information required by the Service Request Form is received.

7.9 The Discount Request Form for Transportation Service, the Discount Request Form for Firm Alternate/Segmented Transportation Service, or the Discount Request Form for PAL Service, provided on Transporter's Website, must be completed in full by any Shipper requesting discounted transportation service.

7.9.1 All discount requests must be accompanied by an economic evaluation justifying the rate requested. This written modification of the Service Agreement shall affect the rate provisions of the Service Agreement only. All other provisions in the Service Agreement shall remain in effect.

7.9.2 Except as otherwise required by Subsection 12.6.2 of these General Terms and Conditions, a request for discounted service must be received by: 1:00 p.m. for the nomination cycle described in Subsection 9.1 of these General Terms and Conditions, on the day prior to gas flow; 6:00 p.m. for the nomination cycle described in Subsection 9.2, on the day prior to gas flow; 10:00 a.m. for the nomination cycle described in Subsection 9.3, on the day of gas flow; 2:30 p.m. for the nomination cycle described in Subsection 9.4, on the day of gas flow; and 7:00 p.m. for the nomination cycle described in Subsection 9.5, on the day of gas flow. If Transporter does not receive a timely Discount Request Form, Transporter's maximum tariff rate or currently effective discount rate, if applicable, shall apply.

7.9.3 Discount Requests for the nomination cycles described in Subsections 9.2, 9.3, 9.4, and 9.5 of these General Terms and Conditions will be allowed only if the request is for additional or new service, does not seek to change a previously granted discount rate or change the receipt/delivery points to which that

discount applies, and does not hinder the flow of a previously granted discount.

7.10 The Pooling Request Form, provided on Transporter's Website, must be completed in full by any Pooling Party requesting to utilize Transporter's Pooling Service detailed in Section 41 of these General Terms and Conditions. Upon receipt of all the information required, and upon acceptance of such request, Transporter shall provide a Pooling Party identification number (Pooling Party ID No.) for purposes of nominations.

8. ELECTRONIC COMMUNICATION MECHANISMS

8.1 Interactive Website

Transporter will assign Shipper, Shipper's designee, Point Operator, Controlling Party, or potential Shipper (interested party) a user identification and password to obtain access to individual data records and/or conduct on-line Website transactions, provided that such interested party has submitted a Website Subscription Request Form and a fully executed Website Subscriber Agreement, the agreement which sets forth the terms, conditions, limitations and remedies between parties utilizing Transporter's Website service, and agrees to comply with any procedures for access or use that may hereinafter be established for the Website. A Website Subscription Request Form and Website Subscriber Agreement for interested party's use can be found on Transporter's Website. Transporter will provide timely and equal access to any and all public information available on the Website and said access will be interactive in nature.

8.1.1 Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for nominations/quick response turnaround stated in NAESB WGQ Standard No. 1.3.37, capacity release processes and other processes. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week.

8.1.2 The Website will provide navigational aids, on-line help, search facilities, and the ability to electronically download a file(s) and select subsets of data prior to such downloading. Transporter shall maintain and retain daily back-up records of the information displayed on the Website for three (3) years and permit an interested party to review those records, which will be archived and reasonably accessible to such interested party after submission of a written request to Transporter to review same. Transporter will periodically purge obsolete information from current Website files. Information on the most recent entries will appear ahead of older information.

8.1.3 Transporter will monitor performance of the Website and will arrange for enhancements as conditions warrant.

8.1.4 An interested party utilizing Transporter's Website assumes sole responsibility for all use of the Website and the files of and the information displayed on the Website and hereby indemnifies and holds Transporter harmless against any liability or claim of any person that is attributable to improper use by such interested party of the Website and the files of and the information displayed thereon. Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to the interested party utilizing the Website for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the Website and the files of and the information displayed on the Website. If the interested

party requests and receives assistance from Transporter's employees, such assistance will be at the interested party's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter. To the extent the information displayed on the Website is originated solely by Transporter and such information is subsequently determined to be inaccurate, the Shipper(s) or potential Shipper(s) shall not be subject to any penalties otherwise collectible by Transporter based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the Website.

8.2 Electronic Data Interchange

Transporter has established an Electronic Data Interchange (EDI) mechanism for use by an interested party. The transmittal of EDI transactions shall be available to any interested party that has compatible equipment for electronic transmission of data, provided that such interested party has a fully executed Trading Partner Agreement (TPA), the agreement which sets forth the terms, conditions, limitations and remedies between parties utilizing Transporter's EDI service, and agrees to comply with any procedures for access or use that may hereinafter be established for EDI. A TPA for interested party's use in establishing access to Transporter's EDI mechanism can be found on Transporter's Website. Such agreement follows the format of the NAESB Electronic Data Interchange Trading Partner Agreement [NAESB Standard 6.3.3].

8.2.1 Transporter's nightly processing and routine maintenance occurring outside of normal business hours are apt to interrupt the normal schedule for nominations/quick response turnaround stated in NAESB WGQ Standard No. 1.3.37. Such delays should be kept to a minimum. The normal schedule should be resumed at the earliest opportunity and no later than the start of normal working hours the following day, seven days per week.

8.2.2 Transporter shall maintain and retain daily back-up records of EDI transactional data for two (2) years and permit an interested party to review those records, which will be archived and reasonably accessible to such interested party after submission of a written request to Transporter to review same.

8.2.3 The EDI transaction sets available for electronic delivery will include the transaction sets required by Order Nos. 587, et seq.

8.2.4 Transporter will monitor performance of the EDI mechanism and will arrange for enhancements as conditions warrant.

8.2.5 An interested party utilizing Transporter's EDI mechanism assumes sole responsibility for all use of the EDI mechanism and the files of and the information transacted via the EDI mechanism and hereby agrees to indemnify and hold Transporter harmless against any liability or claim of any person that is attributable to improper use by such interested party. Except for the negligence, bad faith, fraud or willful misconduct of

Transporter, Transporter shall have no responsibility to interested party utilizing the EDI mechanism for faulty retrieval, failure of retrieval, or loss of research, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the EDI mechanism and the files of and the information transacted via the EDI mechanism. If the interested party requests and receives assistance from Transporter's employees, such assistance will be at the interested party's risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter. To the extent the information transacted via the EDI mechanism is originated solely by Transporter and such information is subsequently determined to be inaccurate, the Shipper(s) or potential Shipper(s) shall not be subject to any penalties otherwise collectible by Transporter based on Shipper conduct attributable to such inaccuracy during the period the inaccurate information was transacted via the EDI mechanism.

8.3 File Transfer

Transporter has established a File Transfer mechanism for use by any Shipper for purposes of transmitting nominations to Transporter. The transmittal of nominations via the File Transfer mechanism shall be available to any Shipper that has compatible equipment for electronic transmission of data, provided that such Shipper agrees to comply with any procedures for access or use that may hereinafter be established for File Transfer. A File Transfer Form for Shipper's use in transmitting nominations via Transporter's File Transfer mechanism can be found on Transporter's Website.

8.3.1 File Transfer will be available on a 24-hour basis.

8.3.2 The File Transfer mechanism will permit Shippers to electronically transfer data for purposes of submitting nominations in accordance with Section 9 of these General Terms and Conditions. Transporter shall maintain and retain daily back-up records of the information submitted via the File Transfer mechanism for two (2) years and permit Shippers to review those records, which will be archived and reasonably accessible to Shippers after submission of a written request to Transporter to review same.

8.3.3 The information to be transmitted via the File Transfer mechanism will be for purposes of Shipper submitting nominations to Transporter and Transporter issuing a quick response to Shipper.

8.3.4 Transporter will monitor performance of the File Transfer mechanism and will arrange for enhancements as conditions warrant.

8.3.5 Shipper(s) utilizing Transporter's File Transfer mechanism assumes sole responsibility for all use of the File Transfer mechanism and the files of and the information transacted via the File Transfer mechanism and hereby agrees to indemnify and hold Transporter harmless against any liability or claim of any person that is attributable to improper use by Shipper(s). Except for the negligence, bad faith, fraud or willful misconduct of Transporter, Transporter shall have no responsibility to Shipper(s) utilizing the File Transfer mechanism for failure of transmittal, and in no event will Transporter be liable for actual, consequential, exemplary, or special damages resulting, in whole or in part, from use of the File Transfer mechanism and the files of and the information transacted via the File Transfer mechanism. If the Shipper(s) requests and receives assistance from Transporter's employees, such assistance will be at Shipper(s) risk and Transporter will not have any responsibility or liability arising therefrom, except for the negligence, bad faith, fraud or willful misconduct of Transporter.

9. NOMINATION AND SCHEDULING PROCEDURES

Shipper shall advise Transporter's Nomination Center of nominations via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions in accordance with the following standard nomination cycle timelines, and in accordance with Section(s) 9 and 41 of these General Terms and Conditions. Both Shipper and Transporter shall adhere to the following timeline(s).

9.1 Timely Nomination Cycle:

The Timely Nomination Cycle times are Central Clock Time on the day prior to gas flow.

9.1.1 1:00 p.m. - Nominations leave control of the Service Requester (SR).

9.1.2 1:15 p.m. - Nominations are received by the Transporter (including from Title Transfer Tracking Service Providers (TTTSPs)).

9.1.3 1:30 p.m. - Transporter sends the Quick Response to the SR.

9.1.3.1 With the exception of otherwise stated NAESB WGQ nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.1.4 4:30 p.m. - Transporter receives completed confirmations from Confirming Parties.

9.1.4.1 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 shall 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 scheduled quantity for the Timely Nomination Cycle of the previous Gas Day shall be the new confirmed quantity.

9.1.4.2 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.1.5 5:00 p.m. - SR and Point Operator receive scheduled quantities from Transporter.

9.1.6 Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

9.2 Evening Nomination Cycle:

The Evening Nomination Cycle times are Central Clock Time on the day prior to gas flow.

9.2.1 6:00 p.m. - Nominations leave control of the SR.

9.2.2 6:15 p.m. - Nominations are received by the Transporter (including from TTTSPs).

9.2.3 6:30 p.m. - Transporter sends the Quick Response to the SR.

9.2.3.1 With the exception of otherwise stated NAESB WGQ nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.2.4 8:30 p.m. - Transporter receives completed confirmations from Confirming Parties.

9.2.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a

corresponding confirmation quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.2.5 9:00 p.m. - Transporter provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

9.2.6 Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

9.2.7 All nominations for the next Gas Day received during the period after the Timely Nomination Cycle deadline to the Evening Nomination Cycle deadline shall be considered by Transporter as if received contemporaneously.

9.3 Intraday 1 Nomination Cycle:

The Intraday 1 Nomination Cycle times are Central Clock Time on the current Gas Day.

9.3.1 10:00 a.m. - Nominations leave control of the SR.

9.3.2 10:15 a.m. - Nominations are received by the Transporter (including from TTTSPs).

9.3.3 10:30 a.m. - Transporter sends the Quick Response to the SR.

9.3.3.1 With the exception of otherwise stated NAESB WGQ nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.3.4 12:30 p.m. - Transporter receives completed confirmations from Confirming Parties.

9.3.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour

period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.3.5 1:00 p.m. - Transporter provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

9.3.6 Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

9.3.7 All nominations for the day of gas flow received during the period after the Evening Nomination Cycle deadline to the Intraday 1 Nomination Cycle deadline shall be considered by Transporter as if received contemporaneously.

9.4 Intraday 2 Nomination Cycle:

The Intraday 2 Nomination Cycle times are Central Clock Time on the current Gas Day.

9.4.1 2:30 p.m. - Nominations leave control of the SR.

9.4.2 2:45 p.m. - Nominations are received by the Transporter (including from TTTSPs).

9.4.3 3:00 p.m. - Transporter sends the Quick Response to the SR.

9.4.3.1 With the exception of otherwise stated NAESB WGQ nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.4.4 5:00 p.m. - Transporter receives completed confirmations from Confirming Parties.

9.4.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.4.5 5:30 p.m. - Transporter provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

9.4.6 Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

9.4.7 All nominations for the day of gas flow received during the period after the Intraday 1 Nomination Cycle deadline to the Intraday 2 Nomination Cycle deadline shall be considered by Transporter as if received contemporaneously.

9.5 Intraday 3 Nomination Cycle:

The Intraday 3 Nomination Cycle times are Central Clock Time on the current Gas Day.

9.5.1 7:00 p.m. - Nominations leave control of the SR.

9.5.2 7:15 p.m. - Nominations are received by the Transporter (including from TTTSPs).

9.5.3 7:30 p.m. - Transporter sends the Quick Response to the SR.

9.5.3.1 With the exception of otherwise stated NAESB WGQ nominations deadlines, when a transportation service provider receives a nomination document from a service requester by the conclusion of a given quarter hour period, the transportation service provider will send to the service requester's designated site a corresponding quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.5.4 9:30 p.m. - Transporter receives completed confirmations from Confirming Parties.

9.5.4.1 When a confirmation requester receives a confirmation response document from a confirming party by the conclusion of a given quarter hour period, the confirmation requester will send to the confirming party's designated site a corresponding confirmation quick response document by the conclusion of the subsequent quarter hour period. The quarter hour periods will be defined to begin on the hour and at 15, 30, and 45 minutes past the hour. A given quarter hour will contain all transactions whose receipt time is less than the beginning of the subsequent quarter hour.

9.5.5 10:00 p.m. - Transporter provides scheduled quantities to the affected SR and Point Operator.

9.5.6 Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

9.5.7 All nominations for the day of gas flow received during the period after the Intraday 2 Nomination Cycle deadline to the Intraday 3 Nomination Cycle deadline shall be considered by Transporter as if received contemporaneously.

9.5.8 At the end of each Gas Day, Transporter should provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, the Transporter should send an end of Gas Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A Receiver of either of these documents can waive the Transporter's requirement to send such documents.

9.6 The following shall apply to Subsections 9.2.4, 9.3.4, 9.4.4 and 9.5.4:

9.6.1 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 shall be the new confirmed quantity. If there is no response to a request for confirmation or an unsolicited confirmation response, the scheduled quantity for the previous nomination cycle for the subject Gas Day shall be the new confirmed quantity.

9.6.2 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 shall 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 shall be the new confirmed quantity.

9.7 All nominations must be submitted to Transporter via an electronic communication mechanism acceptable to Transporter as described in Section 8 of these General Terms and Conditions except that Transporter may, in the instances described in Subsection 9.7.1 below and in a non-discriminatory manner, waive such requirement and accept nominations via an alternate method. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website. In instances where Transporter accepts nominations pursuant to Subsection 9.7.1, Transporter will consider such nominations on an equal basis with nominations submitted via an electronic communication mechanism.

9.7.1 Transporter will accept nominations received via an alternate method, i.e. facsimile, mail, email or hand-delivery, in an emergency situation, such as the failure of Transporter's electronic communication mechanism utilized by Shipper or, at the discretion of Transporter, in other instances when Shipper is unable to communicate such nomination via an electronic communication mechanism. Shipper shall contact Transporter's Nomination Center by telephone, prior to sending a nomination via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter's Nomination Center that a nomination via an alternate method is forthcoming.

9.8 The sending party (i.e. Shipper for sending nominations to Transporter, Transporter for issuing quick response) should adhere to the nomination, confirmation, and scheduling deadlines. It is the party receiving the request who has the right to waive the deadline. The receiver of a nomination initiates the confirmation process. The party that would receive a request for confirmation or an unsolicited confirmation response may waive the obligation of the sender to send.

9.9 All parties should 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 will be available by telephone or other electronic means.

9.10 Shipper(s) shall include the volume and estimated thermal content of natural gas nominated to be tendered to each receipt point and to be delivered to each delivery point. To the extent Transporter deems necessary, it shall verify or cause to be verified the availability at the point(s) of

receipt and/or the acceptability at the point(s) of delivery of such nominated quantities. Transporter reserves the right to require revisions to such nominated quantities upon such verification. Transporter shall receive the quantity of gas that Shipper has nominated and Transporter has scheduled at the receipt point(s) and shall deliver the estimated thermally equivalent quantity of natural gas, after appropriate reductions, if any, as identified in the applicable Rate Schedule and/or Service Agreement, that Shipper has nominated and Transporter has scheduled for delivery at each delivery point. All nominations should include Shipper defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Shippers should 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.

Prior to the date of initial delivery hereunder, and by the 15th day of each month thereafter, Shipper shall provide Transporter with a written schedule showing its best estimate of daily quantities to be tendered to Transporter at each point of receipt and/or the daily quantities to be withdrawn from storage, as applicable, and the daily quantities to be delivered by Transporter at each point of delivery during the succeeding month.

9.11 Nomination Deadline Exceptions: For the situations described in Subsection 9.11.1 herein, Transporter will, on a non-discriminatory basis, accept, process and allow nominations to be scheduled between the standard nomination cycles if operating conditions so permit, such nomination(s) can be confirmed and such nomination(s) will not result in the interruption of gas previously scheduled. Such nomination(s) will be scheduled on a first come, first served basis.

9.11.1 Transporter shall only grant a nomination deadline exception and schedule gas between the standard nomination cycles in an emergency situation, such as where failure of Transporter to schedule and provide gas immediately may jeopardize facilities or processes, or for electric power peaking generation.

9.11.2 Transporter shall not grant a nomination deadline exception to schedule gas to clear imbalances or revise existing scheduled quantities.

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

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

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

9.15 Any Rate Schedule IT-1 and/or Rate Schedule IS-1 Shipper(s) that is affected by the scheduling priority listing described in Subsections 9.22.3 and 9.24.4 of these General Terms and Conditions may, prior to the Timely Nomination Cycle nomination deadline, request to increase its rate level, up to the maximum lawful rate, in order to obtain a higher scheduling priority for the following Gas Day. Such request must be received by Transporter, by email or facsimile, by the Timely Nomination Cycle nomination deadline specified in Subsection 9.1 hereof. Shipper shall pay such higher rate through the end of the month in which the higher scheduling priority is sought. Unless Shipper notifies Transporter that it wishes to retain such higher rate level for the term of its previously agreed to rate level, such higher rate level shall revert to the previously agreed to rate level for the remaining term of such rate level.

9.16 Information regarding any gas not scheduled for Shipper shall be provided to Shipper on the Scheduled Quantity document in accordance with NAESB WGQ Standard Nos. 1.3.2, 1.3.3, 1.3.22, and 1.3.44.

9.17 Revisions to Interruptible Service Agreements and Priority of Service: Revisions to interruptible Service Agreements consisting of changes in point(s) of receipt or point(s) of delivery, or which increase the maximum quantities of service available, shall be afforded a new priority of service for such revisions in accordance with Subsection 9.22 or 9.24, as applicable. Increasing the maximum service quantities or changing the point(s) of receipt or point(s) of delivery in a Service Agreement shall not affect the priority of service associated with those transactions which were included in the pre-existing Service Agreement. Revisions to Service Agreements consisting of term extensions shall not affect Shipper's priority of service.

9.18 Nominations for transportation service under Rate Schedule FT-1 submitted in accordance with Subsection 9.2, 9.3, or 9.4 shall receive scheduling priority over interruptible transportation service previously scheduled; however, such nominations shall not receive scheduling priority over firm transportation service previously scheduled.

9.19 Nominations for transportation service under Rate Schedule IT-1 submitted in accordance with Subsection 9.2, 9.3, 9.4, or 9.5 shall not receive scheduling priority over interruptible transportation service previously scheduled.

9.20 Nominations for storage service under Rate Schedule FS-1 submitted in accordance with Subsection 9.2, 9.3, or 9.4 shall receive scheduling priority over interruptible storage service previously scheduled; however, such nominations shall not receive scheduling priority over firm storage service previously scheduled.

9.21 Nominations for storage service under Rate Schedule IS-1 submitted in accordance with Subsection 9.2, 9.3, 9.4, or 9.5 shall not receive scheduling priority over interruptible storage service previously scheduled.

9.22 Within each of the nomination cycles defined in Subsections 9.1, 9.2, 9.3, 9.4, or 9.5, the following scheduling priority listing (in descending order of priority) shall prevail for transportation services rendered pursuant to this Tariff:

9.22.1 Transportation service transactions performed under Rate Schedule FT-1, which involve primary receipt and/or delivery points, shall be scheduled first on a pro rata basis. Transportation service transactions performed under Rate Schedule FT-1 which involve alternate receipt and/or delivery points shall be scheduled next on a pro rata basis. Transportation service transactions performed under Rate Schedule FT-1 which involve segmented transactions shall be scheduled next on a pro rata basis.

9.22.2 Transportation by Transporter for maintenance of system integrity.

9.22.3 Transportation service performed at the maximum lawful rate under Rate Schedule IT-1 and new NGA Section 7 interruptible transportation services pursuant to a Service Agreement dated after June 24, 1988. All such services shall be scheduled on a pro rata basis.

9.22.4 Transportation service performed at less than the maximum lawful rate under Rate Schedule IT-1 shall be scheduled from the highest rate to the lowest rate.

9.22.5 Park and/or loan service performed at the maximum lawful rate under Rate Schedule PAL-1 shall be scheduled on a pro rata basis.

9.22.6 Park and/or loan service performed at less than the maximum lawful rate under Rate Schedule PAL-1 shall be scheduled from the highest rate to the lowest rate.

9.22.7 Scheduled authorized overrun transportation services shall be scheduled on a pro rata basis.

9.22.8 Scheduled gas to clear imbalances and to clear parked and/or loaned gas shall be scheduled on a pro rata basis.

9.22.9 Transportation service nominated and scheduled in accordance with Subsection 9.11 after the nomination deadline(s) shall be scheduled on a first come, first served basis.

9.23 The following interruption priority listing (in ascending order of priority) shall prevail for transportation services rendered pursuant to this Tariff.

9.23.1 Transportation service nominated and scheduled in accordance with Subsection 9.11 after the nomination deadline(s) shall be interrupted from the lowest rate to the highest rate.

9.23.2 Scheduled gas to clear imbalances and to clear parked and/or loaned gas shall be interrupted on a pro rata basis.

9.23.3 Scheduled authorized overrun transportation service shall be interrupted on a pro rata basis.

9.23.4 Park and/or loan service performed at less than the maximum lawful rate under Rate Schedule PAL-1 shall be interrupted from the lowest rate to the highest rate.

9.23.5 Park and/or loan service performed at the maximum lawful rate under Rate Schedule PAL-1 shall be interrupted on a pro rata basis.

9.23.6 Transportation service performed at less than the maximum lawful rate under Rate Schedule IT-1 shall be interrupted from the lowest rate to the highest rate.

9.23.7 Transportation service performed at the maximum lawful rate under Rate Schedule IT-1 and new NGA Section 7 interruptible transportation services pursuant to a Service Agreement dated after June 24, 1988. All such services shall be interrupted on a pro rata basis.

9.23.8 Transportation by transporter for maintenance of system integrity.

9.23.9 Transportation service transactions performed under Rate Schedule FT-1, which involve primary, alternate or segmented receipt and/or delivery points, shall be interrupted on a pro rata basis.

9.24 Within each of the nomination cycles defined in Subsection 9.1, 9.2, 9.3, 9.4, or 9.5 the following scheduling priority listing (in descending order of priority) shall prevail for storage services rendered pursuant to this Tariff:

9.24.1 Storage capabilities retained by Transporter for maintenance of system integrity.

9.24.2 Storage service performed under Transporter's Rate Schedule FS-1, which shall be scheduled on a pro rata basis.

9.24.3 Storage service performed at the maximum lawful rate under Rate Schedule IS-1. All such services shall be scheduled on a pro rata basis.

9.24.4 Storage service performed at less than the maximum lawful rate under Rate Schedule IS-1 shall be scheduled from the highest rate to the lowest rate.

9.24.5 Scheduled authorized overrun storage services shall be scheduled on a pro rata basis. Transporter shall offer all available but unused storage capabilities on a daily basis and make uncommitted storage capabilities available via an electronic communication mechanism.

9.24.6 Storage service nominated and scheduled in accordance with Subsection 9.11 after the nomination deadline(s) shall be scheduled on a first come, first served basis.

9.25 The following interruption priority listing (in ascending order of priority) shall prevail for storage services rendered pursuant to this Tariff:

9.25.1 Scheduled storage service nominated and scheduled in accordance with Subsection 9.11 after the nomination deadline(s) shall be interrupted from the lowest rate to the highest rate.

9.25.2 Scheduled authorized overrun storage service shall be interrupted on a pro rata basis.

9.25.3 Storage service performed at less than the maximum lawful rate under Rate Schedule IS-1 shall be interrupted from the lowest rate to the highest rate.

9.25.4 Storage service performed at the maximum lawful rate under Rate Schedule IS-1. All such services shall be interrupted on a pro rata basis.

9.25.5 Storage service performed under Transporter's Rate Schedule FS-1, which shall be interrupted on a pro rata basis.

9.25.6 Storage capabilities retained by
Transporter for maintenance of system integrity.

9.26 For purposes of determining the amount of firm capacity available to serve new firm service requests, Transporter shall reserve sufficient capacity or capability in its existing facilities to meet its obligation to those services shown in Subsections 9.22.1, 9.22.2, 9.24.1 and 9.24.2, and shall not reserve capacity or capability for those services shown in Subsections 9.22.3, 9.22.4, 9.22.5, 9.22.6, 9.22.7, 9.22.8, 9.22.9, 9.24.3, 9.24.4, 9.24.5, and 9.24.6.

9.27 For gas that is scheduled for delivery at interconnections with other pipelines, the priority of service will be established consistent with the priority of the transportation service used to transport the gas to such interconnection.

10. ALLOCATION OF UNCOMMITTED CAPACITY

10.1 Firm services: Based on determinations made by Transporter, the estimated amount of available uncommitted firm mainline, storage, and receipt point and delivery point capacity or capability will be posted on Transporter's Website. Transporter shall determine the estimated amount of available uncommitted firm mainline capacity by calculating the difference between the estimated capacity of each line section as denoted on the System Maps located on Transporter's Website as identified in Part 3 of this Tariff and the amount of capacity that has been reserved by Shippers in each such line section. The result shall be reflected on Transporter's Website as the estimated amount of uncommitted firm mainline capacity by line section. However, due to the complexity of Transporter's grid pipeline system, Transporter must evaluate its ability to provide additional firm service pursuant to a firm service request or bid, on a case by case basis to determine that the request(s) is within the physical capacity or capability of Transporter's system and will have no detrimental operational impacts. Actual available uncommitted firm capacity on Transporter's transmission system is dependent, among other things, upon the specific location and quantities of the gas being received into or delivered out of Transporter's system at key locations, the availability of transfer capacity into and out of the various subsystems denoted on the System Maps located on Transporter's Website as identified in Part 3 of this Tariff, the direction of flow in the various pipeline line sections and the supplies connected to the system.

10.2 All requests and/or bids for uncommitted firm transportation capacity or storage capability (capacity) shall be submitted to Transporter via Transporter's Website. Transporter shall accept requests and/or bids for uncommitted firm capacity submitted via an alternate method acceptable to Transporter, i.e., facsimile, mail, email or hand-delivery, in an emergency situation or, at the discretion of Transporter, in other instances when potential Shipper is unable to communicate such request via Transporter's Website. Requests and/or bids submitted via such alternate method must be tendered on the Service Request Form provided on Transporter's Website. Potential Shipper(s) shall contact Transporter by telephone, prior to sending requests and/or bids via such alternate method, to receive a verbal confirmation of the waiver of the electronic communication requirement and to advise Transporter that a request and/or bid is forthcoming. All requests and/or bids, excluding the potential Shipper's name but including the terms and conditions of such requests and/or bids, will be posted by Transporter via Transporter's Website within one (1) business day of receipt upon validation that the potential Shipper has met the creditworthiness and prepayment requirements contained in Subsections 7.7 and 7.8 and 10.4.4 of these General Terms and Conditions, respectively.

10.2.1 If the requested capacity must be evaluated as stated in Subsection 10.1 or is for a term greater than 31 days, all such requests must be received for posting as follows:

A request for firm capacity for a period of one (1) year or longer will be accepted no earlier than one (1) year in advance of the requested date for commencement of service. A request for firm capacity for a period of less than one (1) year but greater

than 31 days will be accepted no earlier than six (6) months in advance of the requested date for commencement of service.

All requests must be received no later than 11:30 a.m. (Central Clock Time) on the fifth (5th) business day in advance of the requested date for commencement of service. Requests for uncommitted firm capacity resulting in incremental firm service submitted during the bidding and/or evaluation period of requests for replacement points submitted in accordance with Subsection 12.5 of these General Terms and Conditions will have priority over the requests for replacement points.

10.2.2 A request(s) for uncommitted firm capacity that has been accepted by Transporter pursuant to Subsection 10.2 for posting may be modified or withdrawn by the requesting Shipper(s) anytime during the bid period.

10.2.2.1 If no bid is posted, requesting Shipper may modify the request to change the commencement date, the termination date and/or the requested capacity through the end of the first (1st) business day of the bid period. After the first (1st) business day of the bid period through the end of the bid period, the requesting Shipper may change the termination date and/or the requested capacity.

10.2.2.2 After a bid is posted, requests may be modified to extend the termination date and/or increase the requested capacity through the bid period. If a request is withdrawn after a bid has been posted, such requesting Shipper will only be permitted to submit a bid in accordance with Subsection 10.3 in which the net present value is greater than the net present value of the withdrawn request.

10.2.3 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive the posting requirement to allow requests for uncommitted firm capacity to be posted earlier than one (1) year or six (6) months, in advance of the date for commencement of service, as described in Subsection 10.2.1. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website.

10.3 Bidding on request(s) for uncommitted firm capacity will open with the electronic posting of requests for such firm service and will remain open for two (2) business days following the electronic posting of such request(s).

10.3.1 Bid(s) must match the receipt and delivery points posted for such request(s). Bid(s) that do not match the posted receipt and delivery points must be submitted as a new request for uncommitted firm capacity and will be evaluated sequentially, in order received, as described in Subsection 10.1.

10.3.2 Bid(s) may be withdrawn any time during the bidding period. However, once a bidding Shipper withdraws a bid, such bidding Shipper shall not be permitted to resubmit any bid in which the net present value is less than the net present value, as determined in accordance with Subsection 10.4 hereof, of the withdrawn bid.

10.3.3 Bid(s) may be modified to extend the termination date and/or increase the requested capacity throughout the bid period.

10.4 Upon receipt of a request(s) and/or bid(s) for firm service, Transporter will undertake the analysis described above in Subsection 10.1 to determine its ability to fulfill the request or bid without detrimental operational impacts.

As soon as practical, but no later than 8:30 a.m. (Central Clock Time) on the third (3rd) business day following the bid period closing, Transporter will notify potential successful Shipper(s) as determined in accordance with Subsection 10.4 herein.

Transporter will use a net present value per unit of demand calculation described herein to determine the priority of operationally feasible requests and/or bids. The net present value calculation will be performed by discounting the revenues to be received (i.e., the stream of cash flows created by the reservation/demand charges) utilizing the amount of capacity requested and the term of service (or period over which the cash flows will be generated) and a discount rate equivalent to the overall return on rate base underlying Transporter's currently effective rates. The present value of the revenues to be received will be divided by the MDDQ or MSDQ, as applicable, to arrive at the net present value per unit of demand. In the event a request or bid specifies a term greater than twenty (20) years in length, the term-portion of the net present value calculation will be limited to twenty (20) years.

Uncommitted firm capacity will be awarded to successful potential Shippers based upon the highest net present value per unit of demand to the lowest net present value per unit of demand. A potential Shipper paying a negotiated rate will be awarded uncommitted firm capacity in accordance with Subsection 43.3 of these General Terms and Conditions. If a bidding Shipper(s) has been determined to be the successful potential Shipper, the requesting Shipper shall have until 9:30 a.m. (Central Clock Time) on the third (3rd) business day following the bid period closing to match or exceed the net present value per unit of demand of the higher bid. If the requesting Shipper does not elect to match or exceed the higher bid and should sufficient capacity not exist to satisfy identical successful requests and/or bids under the appropriate economic standard, the capacity will be awarded to the successful potential Shipper(s) based upon the order the requests and bids were posted, beginning with the first posted request or bid until all available capacity is awarded.

If identical successful bids are posted simultaneously, Transporter will pro rate such available uncommitted firm capacity between such successful potential Shippers. Nothing herein shall require Transporter to accept a request or bid which provides a discounted rate

for acquiring such service. In addition, all awards of firm capacity must be for continuous service at a constant quantity for the entire term of the Service Agreement. Transporter will award capacity for non-continuous service at a constant quantity for the entire term of the Service Agreement if the capacity is not available for a portion of the requested term of the Service Agreement. Transporter will post notification of all successful request(s) and/or bid(s), along with the successful Shipper's name, after a Service Agreement has been executed by the Shipper and Transporter.

10.4.1 Capacity Allocation: Request(s) and/or bid(s) for receipt and/or delivery point capacity in excess of the maximum capacity available at such receipt and/or delivery point(s), shall be reduced by Transporter to the maximum capacity available at such receipt and/or delivery point(s). Request(s) and/or bid(s) for mainline capacity in excess of the mainline capacity determined by Transporter in accordance with the provisions of Subsection 10.1 of these General Terms and Conditions shall be reduced by Transporter to the maximum mainline capacity available.

10.4.2 All successful requests or bids for uncommitted firm capacity are binding. Transporter's offer to provide service shall be null and void if the successful Shipper either fails to execute the tendered Service Agreement:

10.4.2.1 If such Service Agreement is in the Standard Form of Service Agreement as set forth in this Tariff, the earlier of one (1) hour prior to the timely nomination deadline on the last business day prior to the requested commencement of service or two (2) business days following submittal of such Service Agreement to Shipper by Transporter, unless otherwise mutually agreed upon.

10.4.2.2 If such Service Agreement contains provisions other than those contained in Transporter's Standard Form of Service Agreement as set forth in this Tariff, the earlier of one (1) hour prior to the timely nomination deadline on the last business day prior to the requested commencement of service or thirty (30) days following submittal of such Service Agreement to Shipper by Transporter, unless otherwise mutually agreed upon.

10.4.2.3 If Transporter's offer to provide service is deemed null and void, Transporter will then award the capacity to the Shipper with the next highest net present value per unit of demand, calculated in accordance with Subsection 10.4 of these General Terms and Conditions, if that request or bid is acceptable to Transporter. If Transporter finds no other request or bid acceptable, capacity shall be posted again via an electronic communication mechanism and thereby made available for new requests.

10.4.3 Firm transportation and storage service requests, bids and pre-arranged Service Agreements require a prepayment. This prepayment shall be equal to the lesser of \$10,000, or one

month's maximum reservation charge. Such prepayment shall be applied to amounts due Transporter for services rendered once service commences or refunded following the determination by Transporter that it is unable to provide the service requested by potential Shipper. The prepayment also shall be refunded if Shipper withdraws its request or bid prior to the end of the bidding period. If such successful potential Shipper withdraws its request or bid after the end of the bidding period or fails to execute a Service Agreement tendered by Transporter, the prepayment shall be forfeited to Transporter.

10.4.3.1 If a Shipper does not have an executed Service Agreement or has not provided sufficient credit as required in Subsection 7.7 of these General Terms and Conditions by the end of the bidding period, Shipper shall provide the prepayment prior to the end of the bidding period.

10.4.3.2 If a Shipper has an executed Service Agreement and has provided sufficient credit as required in Subsection 7.7 of these General Terms and Conditions, Shipper shall not be required to provide a prepayment prior to the end of the bidding period. Should such Shipper be a successful Shipper and withdraw its request or bid after the end of the bidding period or fail to execute the Service Agreement tendered by Transporter, Shipper shall pay Transporter the lesser of \$10,000 or one month's maximum reservation charge.

10.5 Transporter shall post on Transporter's Website specific unsubscribed capacity paths available for 31 days or less that do not require evaluation pursuant to Subsection 10.1 or posting and bidding pursuant to Subsections 10.2 and 10.3. Any unsubscribed capacity will be sold on a first come first serve basis. Shipper(s) must request a constant quantity of such unsubscribed capacity for the remainder of the current month or for the entire term of the following month, at Transporter's maximum reservation charge. Such requests must be received no later than 9:00 a.m. (Central Clock Time) at least one (1) day in advance of the requested date for commencement of service. All requests will be considered binding on Shipper(s) upon submission.

Shipper must meet the creditworthiness and prepayment requirements as contained in Subsections 7.7 and 7.8 and 10.4.4 of the General Terms and Conditions no later than 10:00 a.m. (Central Clock Time) at least one (1) day in advance of the requested date for commencement of service in order for Transporter to accept such request.

Transporter shall notify Shipper electronically of Transporter's acceptance of such request to which Shipper(s) agreed to be bound. Transporter shall send Shipper a hard copy of a Service Agreement no later than one (1) business day after commencement of service. Shipper shall have two (2) business days to execute such Service Agreement and return it to Transporter.

10.6 Transporter may enter into a pre-arranged Service Agreement with any potential Shipper for available unsubscribed capacity that is currently posted on Transporter's Website provided that Transporter shall post the terms of the pre-arranged transaction in accordance with

the time periods specified in Subsection 10.3 herein and potential Shippers will have an opportunity to bid on the capacity in accordance with this Section 10. If a bidding Shipper(s) has been determined to be the successful potential Shipper, the pre-arranged Shipper shall have until the earlier of twenty-four (24) hours from notification or 9:30 a.m. (Central Clock Time) on the first business day prior to the requested commencement date to match or exceed the net present value per unit of demand of the higher bid. If the pre-arranged Shipper elects not to match or exceed a higher competing bid, the capacity shall be awarded in accordance with Subsection 10.4 of these General Terms and Conditions.

10.6.1 Capacity that is reserved under a pre-arranged transaction will be made available for firm service on a limited term basis up to the commencement date of the pre-arranged Service Agreement in accordance with Subsections 10.1, 10.2, 10.3 and 10.4 of these General Terms and Conditions. For such limited term service, Transporter reserves the right to limit Shipper rollover rights and rights of first refusal in accordance with Section 23, if, and to the extent that, such rights would permit the limited term Shipper to extend its service beyond the commencement date of the pre-arranged Service Agreement. Transporter will indicate in a posting any limitations on such rights that will apply to such limited term transportation service.

10.7 Transporter may elect to reserve, for future expansion projects, uncommitted firm transportation capacity or capacity under expiring or terminating Service Agreements where such agreements do not have a right of first refusal or Shipper does not exercise its right of first refusal. Transporter may only reserve capacity for a future expansion project for which an open season has been held or will be held within one (1) year of the date Transporter posts such capacity as being reserved. If Transporter elects to reserve capacity for future expansion projects under this Subsection, such capacity may be reserved for up to one year prior to Transporter filing for certificate approval for construction of the proposed expansion under Section 7 of the Natural Gas Act, or Transporter requesting prior notice authorization pursuant to its blanket certificate, and thereafter until such expansion is placed into service. Capacity that is reserved for a future expansion project will be made available for firm service on a limited term basis up to the commencement date of the expansion project Service Agreement in accordance with Subsections 10.1, 10.2, 10.3 and 10.4 of these General Terms and Conditions. For such limited term service, Transporter reserves the right to limit Shipper rollover rights and rights of first refusal in accordance with Section 23, if, and to the extent that, such rights would permit the limited term Shipper to extend its service beyond the commencement date of the expansion project Service Agreement. Transporter will indicate in a posting any limitations on such rights that will apply to such limited term transportation service.

10.7.1 Prior to reserving capacity for future expansion projects under this Subsection, Transporter shall first make such capacity available to any Shipper or potential Shipper by posting such capacity on Transporter's Website for a time period of five (5) business days. Upon expiration of such time period, any bids

for such uncommitted firm transportation capacity shall conform to the bidding and award procedures under Subsections 10.3 and 10.4 of these General Terms and Conditions.

10.7.2 Capacity that remains available after the posting and/or bidding procedure in accordance with Subsection 10.7.1 may be reserved by Transporter by means of a posting on Transporter's Website which shall include, but not be limited to:

10.7.2.1 A description of the expansion project for which the capacity will be reserved;

10.7.2.2 The total quantity of capacity to be reserved;

10.7.2.3 The location of the proposed reserved capacity on Transporter's system;

10.7.2.4 When Transporter held or anticipates holding an open season or otherwise posting the capacity for bidding under the expansion project;

10.7.2.5 The projected in-service date of the expansion project; and,

10.7.2.6 On a rolling basis, how much of the reserved capacity has been sold on a limited term basis.

10.7.3 Either the Transporter's posting for capacity to be reserved under this Subsection or the open season shall also include a non-binding solicitation for turnback capacity from Transporter's existing shippers to serve the expansion project, provided that Transporter shall post such solicitation for turnback capacity no later than 90 days after the close of the expansion project open season.

10.7.4 Any capacity reserved under this Subsection for an expansion project that does not go forward because Transporter does not file any required application with the FERC within one year from such reservation date, or because Transporter ultimately does not receive authorization, shall be posted as available capacity within 30 days of the date such capacity becomes available subject to then existing commitments for such capacity.

10.7.5 Minimum Rate. Transporter has the option to establish a minimum acceptable rate for any available capacity before such capacity is posted. Transporter is not required to disclose the minimum rate at the time of posting, but a record of such rate must be maintained for a period of three years for audit purposes.

10.7.6 Minimum Term. For available capacity that Transporter wishes to reserve for a future expansion project, Transporter may also establish a minimum acceptable term. Transporter will use the same minimum term as used for the expansion project if the expansion project open season is held prior to or during the term available capacity is posted for bid. If the expansion project open season is held after available capacity has been reserved and/or if the minimum term imposed on expansion shippers is materially different from the minimum term reflected in the capacity posting, Transporter will repost the reserved capacity for bid in accordance with Section 10.7.1.

11. RATE OF DELIVERY

11.1 Rate of Delivery: At each point of receipt and point(s) of delivery, the Transporter and Point Operator shall use its best efforts to deliver, or cause to be delivered, gas at reasonable uniform hourly and daily rates of flow; provided, however, either Transporter or Point Operator may request the other to change the flow rates of receipt and/or delivery. Upon request, Transporter or Point Operator will make such change to the extent that it can, in its judgment, without reducing deliveries of gas to any other customer to a quantity below that which could and otherwise would be delivered.

11.1.1 The Transporter's obligation to deliver shall not exceed 6.2 percent of Shipper's Rate Schedule FT-1 MDDQ as specified in Exhibit A to Shipper's Service Agreement, as adjusted pursuant to the CAP, in any given hour.

12. RECEIPT/DELIVERY POINTS

12.1 Transporter shall unbundle its system at the point of receipt of gas into its facilities.

12.2 In the event Transporter determines that gas sales and/or transfers are necessitated by the general operation of its transportation and storage systems, Transporter shall make such gas sales and/or transfers and shall designate the point for such sale(s) and/or transfer(s) as follows:

12.2.1 For sales transactions involving excess storage inventory owned by Transporter, the point of sale shall be in Transporter's aggregate storage facilities.

12.2.2 For transactions associated with fuel reimbursement, the point of transfer shall be at the receipt point(s) identified on Shipper's Service Agreement for the storage and/or transportation service.

12.2.3 For transactions associated with balancing, the point of transfer shall be at the point at which the imbalance occurred.

12.3 The level of receipts and deliveries shall be limited by the physical capability (maximum design or operating capacity, as applicable) of each such point and upstream and/or downstream capacity or operating conditions. The maximum design capacity and the operating capacity, as applicable, of each point are listed on Transporter's Website. Transporter shall update this information as such information changes.

12.4 Receipts and/or deliveries at more than one point: When more than one point(s) of receipt and/or delivery is designated, Shipper and Transporter shall agree as to the maximum amount of gas to be received or delivered at any time at each point(s) (which amounts may not exceed the MDRQ and MDDQ specified for such point(s), each as adjusted pursuant to the CAP). The allocation between point(s) of receipt and delivery of gas to be transported shall be set forth in the Service Agreement.

12.4.1 Receipt(s) and/or delivery(ies) at one point to more than one Shipper: When Transporter receives gas at a point(s) of receipt or delivers at a point(s) of delivery for more than one Shipper, unless otherwise agreed upon, the procedure for apportioning the total measured delivery to each Shipper shall be in accordance with Subsection 12.4.2.

12.4.2 Allocation of Receipts and Deliveries:

Notification of Allocation Rules: Upon receipt of a request from Shipper, Transporter will notify Shipper

which of the following rules govern the allocation of Shipper's gas at Shipper's requested receipt and delivery point(s).

12.4.2.1 Interconnecting Pipeline Operational Balancing Agreement: If gas is to be received and/or delivered at interconnections with other pipelines, Transporter must enter into an Operational Balancing Agreement (OBA), with such interconnecting pipeline(s), pursuant to mutual agreement. The OBA is provided on Transporter's Website and follows the format of the NAESB WGQ Model OBA [NAESB Model 6.5.2]. Any variance between scheduled receipt and/or delivery quantities and actual flowing gas then shall be treated in accordance with the OBA. Transporter shall make executed copies of OBAs available upon request.

12.4.2.2 Receipt Point Operational Balancing Agreement: If gas is to be received at a receipt point designated on Transporter's Master Receipt Location List, Transporter may enter into a Receipt Point Operational Balancing Agreement (ROBA) provided on Transporter's Website, with the Controlling Party at such receipt point, pursuant to mutual agreement. Any variance between scheduled receipt quantities and actual receipt quantities then shall be treated in accordance with the ROBA. Transporter shall make executed copies of ROBAs available upon request.

12.4.2.3 Predetermined Allocations: The types of allocation methodologies is a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation. The transportation service providers should accept NAESB WGQ-approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation. The same standard allocation methodologies should be available for use at all points.

12.4.2.3.1 Predetermined Allocation Methodology: At receipt and/or delivery point(s) where gas is to be received for the account of and/or delivered to more than one Shipper, the upstream or downstream party providing the point confirmation should submit the pre-determined allocation to the allocating party after or during confirmation and before start of Gas Day,

via an electronic communication mechanism, as described in Section 8 of these General Terms and Conditions or in an emergency situation via an alternative method, i.e. facsimile, mail, email or hand delivery, which allocates receipt(s) or delivery(ies) daily at each receipt and/or delivery point based upon scheduled nominations. There is no need to submit pre-determined allocations if Transporter has an OBA or ROBA in effect for a point.

Predetermined allocation methodologies are ranked, pro rata, percentage, swing or operator provided value. Predetermined allocation methodologies will be allowed to change prospectively, but only one predetermined allocation methodology may be applied per Gas Day. Receipt and Delivery Predetermined Allocation (PDA) Forms for Shipper's use in submitting receipt and/or delivery predetermined allocation methodologies can be found on Transporter's Website.

12.4.2.4 In the absence of an executed OBA, ROBA, or a predetermined allocation methodology, actual receipt(s) or delivery(ies) at each receipt/delivery point will be allocated by Transporter on a pro rata basis among all receipts and deliveries scheduled at each point.

12.4.2.5 In the event either party discovers an error in the allocation of receipt(s) and/or delivery(ies), such error should be identified within six (6) months from the date of the initial month-end allocation. The other party shall have three (3) months from the month in which the error was identified to dispute such error. This timeline shall not apply in the case of deliberate omission, misrepresentation or mutual mistake of fact. The parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this provision. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

12.5 Replacement points (i.e., flexible firm receipt and delivery points) within an Operational Impact Area shall be permitted under Rate Schedule FT-1, consistent with existing contract demand, without posting or bidding to the extent that there is available firm capacity at the replacement point(s) and the proposed change in receipt and/or delivery point(s) is in the contract path and gas flow is in the same direction as the existing transaction specified for the primary receipt and delivery point(s). All requests must be received no later than 11:30 a.m. (Central Clock Time) on the fifth (5th) business day in advance of the requested date for commencement of the replacement points.

12.5.1 Replacement point changes that meet the criteria described in Subsection 12.5 and are in the contract path will be awarded or denied within two (2) business days of receipt.

12.5.2 Replacement point changes that include receipt and/or delivery points that are not within the contract path will be awarded or denied in accordance with the bidding procedures described in Section 10 of these General Terms and Conditions.

12.5.3 When the original primary receipt and/or delivery point(s), or portion of the capacity thereof, is deleted from the Service Agreement through an amendment, the deleted capacity at that original primary point(s) will not be held for that Shipper.

12.5.4 Shipper(s) shall be permitted to contract for additional firm receipt and/or delivery points in accordance with the bidding procedures described in Section 10 of these General Terms and Conditions to the extent that there is available firm capacity at the additional point(s) and in the proposed contract path.

12.6 Alternate receipt and delivery point(s) shall be permitted under Rate Schedule FT-1 on an interruptible basis so long as there is available capacity at such point(s), there is available capacity on the transmission system between such point(s) and the original contract path and there is available capacity on the transmission system after considering any change in the direction of gas flow as compared to the existing transaction specified for the primary receipt and delivery points. The maximum receipt and/or delivery quantity specified for the alternate receipt and/or delivery point(s) cannot exceed the lesser of the physical capability of such point(s) or the MDRQ and/or MDDQ specified for the associated primary point(s).

12.6.1 Alternate receipt and/or delivery point(s) may be permitted so long as such point(s) is specified on Transporter's Website, as may be revised from time to time. Scheduling priority for alternate receipt

and/or delivery point(s) shall be in accordance with Section 9 of these General Terms and Conditions.

12.6.2 Any rate discount granted by Transporter to Shipper(s) at the initial primary receipt and/or delivery point(s) will not be automatically granted at the alternate point(s). However, Transporter's actions with regard to the granting of discounts at alternate receipt and/or delivery point(s) shall be non-discriminatory.

12.7 Shippers with an executed Service Agreement under Rate Schedule FTN-1 are not eligible to designate or use replacement, alternate, or segmented delivery point(s) under such Service Agreement. Shippers receiving transportation service pursuant to specific NGA Section 7(c) certificates are not eligible to designate or use replacement, alternate, or segmented receipt/delivery point(s).

12.8 Aggregate Points: Point Operators with multiple physical points that are located within a small geographic area on Transporter's system may request that Transporter designate such locations as an "aggregate point" for purposes of nominations, scheduling, predetermined allocations, allocations and invoicing.

12.8.1 Transporter shall evaluate, on a non-discriminatory basis, requests to establish aggregate points based on the following criteria:

1. The individual physical points must have the same Point Operator;
2. The individual physical points within the aggregate point must have a similar operational impact on Transporter's System as determined by Transporter;
3. No Shipper or other Point Operator, as determined by Transporter, shall be disadvantaged as a result of an aggregate point; and
4. The Point Operator and Transporter shall mutually agree to the aggregation.

12.8.2 An aggregate point, together with its associated individual physical points and individual meter capacity limitations, shall be identified on Transporter's Website.

12.8.3 Shipper(s) may schedule service up to the aggregate individual meter capacity of the individual physical points within the aggregate point as long as actual service at any individual physical point does not physically exceed the individual meter capacity. Shipper's firm Service Agreement shall reflect the aggregate point MDDQ.

12.8.4 Transporter reserves the right at any time to suspend or terminate the aggregate point when such aggregation shall result in a degradation of service or have a detrimental impact on Transporter's system. Transporter shall provide notice no less than one (1) business day in advance of such suspension or termination to the Point Operator and affected Shipper(s).

12.9 Inactive Points: In the event gas has not physically flowed through a receipt or delivery point during a period of four (4) consecutive months when capacity is available, and such lack of flow is not a result of Force Majeure pursuant to Section 25 of the General Terms and Conditions of this Tariff, such receipt or delivery point may, in the exercise of Transporter's reasonable discretion, and on a non-discriminatory basis, be considered inactive and as a result, will not be available to flow gas. A delivery point will not be designated as inactive as a result of seasonal or intermittent use. Transporter will notify Point Operator when a point is made inactive. An inactive point will not be calibrated or tested pursuant to Subsection 5.10 of the General Terms and Conditions of this Tariff during its inactive status and all measurement facilities and instruments will be shut in.

12.9.1 Should Point Operator wish to activate an inactive point, a request for such activation must be submitted to Transporter via an electronic communication mechanism. Once the request has been validated, such point will be activated and will be available for gas flow within five (5) business days.

13. INTERRUPTION

Transporter may impose daily interruptions as permitted by Service Agreement or Rate Schedule. For a more detailed explanation of system interruption priorities, see Subsections 9.23 and 9.25 of the General Terms and Conditions of this Tariff.

13.1 Insufficient Capacity: When force majeure or other operational circumstances arise which restrict Transporter's ability to provide storage and/or transportation service for all gas tendered under Service Agreements, which circumstances require service to be allocated or interrupted, service shall be allocated or interrupted in accordance with the following:

13.1.1 Firm services: Where available capacity is less than the aggregate capacity required to satisfy all nominations for firm storage and/or transportation services, the following principles shall apply:

13.1.1.1 The basis for allocating firm capacity on a pro rata basis on Transporter's system, or for any specific facilities on Transporter's system, shall be MSDQ's or MSIQ's where appropriate (for storage service) and MDDQ's (for transportation service) associated with the affected portion(s) of Transporter's system for all firm storage and/or transportation services, respectively.

13.1.1.2 The individual allocations of capacity shall be determined by dividing the relevant quantities, as described above, for a firm storage and/or transportation Shipper by the sum of the relevant quantities of all firm service Shippers obtaining the respective service through the facilities where capacity is constrained. The resulting factor shall be multiplied by the available capacity to determine the amount of capacity available to a particular firm storage and/or transportation Shipper.

13.2 Interruptible services: Any necessary reduction in, or interruption of, service under an interruptible Service Agreement, will be accomplished as described in Subsections 9.23 and 9.25 of these General Terms and Conditions.

13.3 In the event that capacity is restricted on a part, but not all, of Transporter's system, interruptions will be limited to those Shippers utilizing the part of the system on which the restriction has occurred in the same manner as described above.

13.4 Protection of life and property: Transporter and Shipper shall cooperate in making any adjustments, if possible, which may be necessary to avoid or forestall irreparable injury to life or property.

13.5 Liability for interruption: If service under this Tariff is interrupted consistent with this Section 13, Transporter shall not be liable for damages resulting from the implementation of the procedures described herein, except to the extent that such interruption of service is shown to be the result of gross negligence by Transporter.

14. BALANCING AND NOMINATION VARIANCE PROCEDURES

14.1 For purposes of this Section 14, imbalance shall mean the cumulative difference during a month between the actual receipt quantities, net of any fuel reimbursement provided in-kind, and actual quantities of gas delivered under a transportation Service Agreement up to the date that the determination of the imbalance is made (Eligible Imbalance).

14.2 Shipper and Transporter shall manage receipts and deliveries so that imbalances shall be kept as near zero as practicable on a Service Agreement basis. Provided, however, that nothing herein shall limit Transporter's right to take actions of whatever nature as may be required to correct imbalances which threaten the integrity of its system, including maintenance of service to other Shippers.

14.3 Notification: The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be rendered on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered (made available) to the designated site. Shipper(s) may at any time request from Transporter point-specific information associated with Shipper(s) Service Agreement(s). Transporter will provide such information on a best-efforts basis.

14.4 Imbalance Resolution:

14.4.1 Transporter shall allow Shipper(s) until the end of the month following the month an imbalance was created to clear such imbalance in accordance with Subsections 14.6, 14.7 and 14.12. Transporter and Shipper shall cash-out any imbalances not cleared by Shipper(s) by the end of the month following the month such imbalance was created in accordance with Subsection 14.5.

14.4.2 Nothing in this Section or Tariff shall preclude Shipper(s) from obtaining imbalance management service from a third party provider.

14.5 Cash-Out Procedure: After the period described in Subsection 14.4, Transporter and Shipper shall utilize a cash-out procedure to be reflected in the monthly bill whereby any remaining imbalance represented by the difference between total receipts (net of any fuel reimbursement provided in-kind) and total deliveries under each transportation Service Agreement during the preceding month will be divided by either the total deliveries in the case of a positive imbalance, or the total receipts (net of any fuel reimbursement provided in-kind) in the case of a negative imbalance, in order to determine the applicable percentage of "Excess Receipts" or "Excess Deliveries". The Index Price Multiplier applicable to the resulting imbalance percentage as shown below will be multiplied by the imbalance quantity and the applicable Index Price described below and the resulting dollars will be paid (i) by

Transporter to Shipper where total receipts (net of any fuel reimbursement provided in-kind) are greater than total deliveries under a transportation Service Agreement or (ii) by Shipper to Transporter where total deliveries are greater than total receipts (net of any fuel reimbursement provided in kind) under a transportation Service Agreement:

% Excess Rec/Del	Excess Receipts Index Price Multiplier	Excess Deliveries Index Price Multiplier
-----	-----	-----
0 to 4%	100%	100%
4 to 10%	80%	120%
10 to 15%	70%	130%
15 to 20%	60%	140%
Over 20%	50%	150%

14.5.1 The Index Price shall be derived from the Daily Price Survey, Midpoint index price, published in Platt's "Gas Daily" for either Colorado Interstate Gas Company (CIG-N.syst.) or Northern Natural Gas Company (Ventura), during the month following the month of the transaction(s) creating the imbalance. For excess receipt(s), the applicable index price shall be the lowest daily price during the month following the month of the transaction(s) creating the imbalance for either the CIG-N.syst. or the Ventura index. For excess delivery(ies), the applicable index price shall be the highest daily price during the month following the month of the transaction(s) creating the imbalance for either the CIG-N.syst. or the Ventura index.

14.5.2 Cash-out Balance Crediting: Transporter shall credit, in accordance with this Subsection, the net cumulative dollar balance at December 31 of each year resulting from Transporter's cash-out procedure described in Subsections 14.5 and 14.5.1 (Cash Account). Transporter's Cash Account shall be the cumulative volumes and dollars received for excess deliveries, less any volumes or dollars received from excess receipts, less the cost of any gas purchased by Transporter to effectuate the cash-out associated with excess deliveries for the twelve month period ending December 31, plus any volumes and dollars, if applicable, from the previous twelve month period ending December 31. All components of Transporter's Cash Account shall be calculated by Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64.

14.5.2.1 In the event Transporter's Cash Account includes a positive or zero volume balance and a positive dollar balance, Transporter shall refund the positive dollar balance in accordance with Subsection 14.5.2.3. Any positive volume balance shall be included as an offset to Transporter's Transportation Fuel Use and Lost and Unaccounted For Gas as reflected in Subsection 35.4.2.1.1.2 of these General Terms and Conditions.

14.5.2.2 In the event Transporter's Cash Account includes a negative volume balance and positive dollar balance, Transporter shall use the following formula to determine the dollar balance subject to refund in accordance with Subsection 14.5.2.3:

Positive dollar balance - (Negative volume * higher of January 1 index price as posted in "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) or Northern Natural Gas Company (Ventura, Iowa))

14.5.2.3 Transporter shall refund to each Shipper served under Rate Schedules FT-1 and IT-1 the total positive dollar balance under Subsections 14.5.2.1 and 14.5.2.2 for any year in which such balance exceeds \$10,000. Such refund shall be applied to each applicable Shipper's monthly bill issued three (3) months subsequent to December 31 of each year based on the ratio of applicable Shipper's transportation quantities to total transportation quantities for the twelve month period ending December 31. Transporter shall carry over to the subsequent twelve month period ending December 31 any positive dollar balance less than \$10,000 and/or any negative volume and dollar balances.

14.5.2.4 Any imbalance volume and/or dollar balances resulting from Transporter's cash-out procedure described in Subsections 14.5 and 14.5.1 as of June 1, 2007 shall be incorporated into the Cash Account until all such volumes and dollars are accounted for as described in Subsection 14.5.2.

14.5.3 Transporter shall notify Shipper of any imbalance quantities cashed out by reflecting such quantities and amounts in Transporter's monthly bill rendered to Shipper in accordance with Section 18 of these General Terms and Conditions.

14.6 Imbalance Trading: For purposes of this Subsection 14.6, Imbalance Trading within an Operational Impact Area shall be applicable to all imbalance gas originating as described in Subsection 14.1 (Eligible Imbalances). Trading of Eligible Imbalances will be allowed to the extent that the Shipper initiating such trade agrees to reimburse Transporter to the extent that Transporter recovers less transportation revenue resulting from such trading than would otherwise have been received.

14.6.1 Requests for all trades and/or confirmation of trades must be submitted via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions.

14.6.2 Shipper shall have until the close of business on the third (3rd) business day prior to the end of the month in which the Eligible Imbalance(s) is required to be cleared to arrange for an Imbalance Trade transaction, under which all, or any portion of, such Eligible Imbalance(s) may be traded under a Service Agreement(s) with any other Shipper(s) on Transporter's system.

14.6.3 Any Eligible Imbalance(s) which has not been traded as of the close of business on the third (3rd) business day prior to the end of the month in which the imbalance(s) is to be cleared shall be cleared in accordance with Subsection 14.12. Any remaining portion of the Imbalance Trade gas volumes not so nominated and scheduled by month-end shall be corrected and cashed-out in accordance with the procedures described in Subsection 14.5.

14.6.4 An imbalance trade can only be withdrawn by the Initiating Trader and only prior to the Confirming Trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the Confirming Trader and effectuated by Transporter.

14.7 Imbalance Netting: For purposes of this Subsection 14.7, Imbalance Netting within an Operational Impact Area shall be applicable to all imbalance gas originating as described in Subsection 14.1 (Eligible Imbalances). Netting of Eligible Imbalances shall include the summing of imbalances or the offsetting of positive and negative imbalances on or across a shipper's contracts. Shipper(s) shall submit requests for Imbalance Netting via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. After validation of a Shipper's Imbalance Netting request, Transporter shall notify Shipper, assign and update the imbalance volumes between the appropriate Shipper's Service Agreement(s). Shipper submitting requests for such netting of Eligible Imbalances agrees to reimburse Transporter to the extent that Transporter recovers less transportation revenue resulting from such netting than would otherwise have been received.

14.7.1 Shipper shall have until the close of business on the third (3rd) business day prior to the end of the month in which the Eligible Imbalance(s) is required to be cleared to request Imbalance Netting.

14.7.2 In accordance with Subsection 14.12, a Shipper requesting Imbalance Netting shall have until the end of the month in which the netting was made to nominate and have scheduled any netted imbalance volumes pursuant to this Subsection 14.7. Upon expiration of such period, any remaining portion of the netted imbalance gas volumes not so nominated and scheduled shall be corrected and cashed out in accordance with the procedures described in Subsection 14.5.

14.8 Transporter shall not be responsible for damages that result from any interruption in Shipper's service, including where the gas to be traded and/or netted, as herein described in Subsections 14.6 and 14.7, cannot be scheduled and/or transported, and the affected Shipper shall indemnify Transporter against any claims of responsibility.

14.9 Imbalance Posting: Shipper will authorize the posting of Eligible Imbalances via an electronic communication mechanism, as described in Section 8 of these General Terms and Conditions. An authorization to post imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Transporter by 11:45 a.m. should be effective by 8:00 a.m. the next Business Day. An imbalance that is previously authorized for posting should be posted on or before the ninth Business Day of the month. Transporter should not be required to post zero imbalances.

14.10 Balancing obligations: Transporter shall, to the extent practicable, deliver quantities of gas for Shipper's account concurrently with the receipt of such quantities from Shipper. At no time shall Transporter be required to receive quantities for Shipper's account in excess of the quantities Shipper or Shipper's designee will take delivery of at the point(s) of delivery on a concurrent basis.

14.11 Imbalances with other parties: Transporter shall not be responsible for eliminating any imbalances between Shipper and any third party, including imbalances between local distribution companies and specific end users. Furthermore, Transporter shall not be obligated to deviate from its standard operating and accounting procedures in order to reduce or eliminate any such imbalances.

14.12 Nomination and scheduling of imbalance gas: Shipper shall nominate and schedule the gas necessary to clear imbalances within an Operational Impact Area. Such gas shall be scheduled last on the system and scheduled and interrupted on a pro rata basis in accordance with Sections 9 and 13.

14.13 Balancing upon termination: Upon the termination of a Service Agreement, any imbalance shall be eliminated by the delivery of gas, but in no event shall such curing period go beyond the month end after notification of such imbalance(s). Upon expiration of this curing period, any remaining imbalances shall be corrected in accordance with Subsection 14.5.

14.14 Nomination Variance Penalties

14.14.1 Nomination Variance Penalties will only apply to any affected receipt(s) or delivery point(s) during times when the receipt point(s), delivery point(s), and/or associated line section or subsystem is in allocation and/or when the receipt point(s), delivery point(s), and/or associated line section, or subsystem has been interrupted and/or a situation, as described in Subsection 15.2 of these General Terms and Conditions, exists at the receipt point(s), delivery point(s), and/or associated line

section, or subsystem. Transporter will notify affected Shippers during the scheduling process, as described in Section 9 of these General Terms and Conditions, of such allocation, interruption or critical situation by an acceptable electronic communication mechanism.

14.14.2 Nomination Variance Penalties for Points Where Facilities Exist to Measure Service on a Daily Basis: Transporter shall impose nomination variance penalties on a receipt and/or delivery point basis for actual point total daily transportation deliveries or receipts which deviate from point total scheduled quantities by more than the greater of ten (10) percent or two hundred (200) dkt. Point total variances less than or equal to ten (10) percent or two hundred (200) dkt, as applicable, shall not be subject to a nomination variance penalty.

14.14.3 Nomination Variance Penalties for Points Where Facilities Do Not Exist to Measure Service on a Daily Basis: Transporter shall impose nomination variance penalties on a receipt and/or delivery point basis for point total average daily transportation deliveries and/or receipts which deviate from average daily scheduled quantities by more than the greater of ten (10) percent or two hundred (200) dkt. Point total variances less than or equal to ten (10) percent or two hundred (200) dkt, as applicable, shall not be subject to a nomination variance penalty. For purposes of this subsection, the point total average daily transportation deliveries and/or receipts shall be calculated by dividing the point total metered volumes measured for the month at the applicable receipt and/or delivery point(s) by the number of days in the month (or applicable portion thereof) when the variance occurred. Also, for purposes of this subsection, the point total average daily scheduled quantities shall be calculated by dividing the point total scheduled quantities for the receipt and/or delivery point(s) for the month by the number of days in the month (or the applicable portion thereof) when the variance occurred.

14.14.4 All variances between point total actual and point total scheduled quantities at receipt point(s) (whether positive or negative) and at delivery point(s) (whether positive or negative) in excess of the greater of ten (10) percent or two hundred (200) dkt will be charged a penalty rate as the Nomination Variance Penalty. To the extent that a Shipper's total volumes under all its service agreements at a particular receipt/delivery point exceed the ten (10) percent threshold tolerance, such Shipper(s) shall be assessed a pro rata portion of the applicable point total Nomination Variance Penalty. Allocation of the Nomination Variance Penalty among applicable Shipper(s) at each receipt/delivery point shall be on the basis of the ratio of each applicable Shipper(s) variance quantity at such receipt/delivery point to the sum of all applicable Shippers' variance quantities at such receipt/delivery point. For purposes of this

Subsection 14.14, the penalty rate used to derive the Nomination Variance Penalty will be equal to the maximum Rate Schedule IT-1 commodity base rate. For purposes of this Subsection 14.14, the maximum Rate Schedule IT-1 commodity base rate effective at the beginning of the month the Nomination Variance Penalty is incurred shall be the penalty rate and shall be treated as a final rate for Nomination Variance Penalty purposes. The Nomination Variance Penalty discussed above shall be determined by multiplying the variance between point total actual and point total scheduled quantities at the relevant receipt and/or delivery point(s) in excess of the greater of ten (10) percent or two hundred (200) dkt by the penalty rate described above.

14.14.5 Nomination Variance Charge Credits for nomination variance charges incurred prior to the effectiveness of Order Nos. 637, et seq.: For Nomination Variance Charge Credits associated with nomination variance charges incurred prior to the effectiveness of Order Nos. 637, et seq., Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any finally determined Nomination Variance Charges received from any of Transporter's present and/or future Affiliates (Affiliates). For purposes of this Subsection 14.14.5, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers, other than the Affiliates, who did not themselves incur a Nomination Variance Charge obligation under Subsections 14.14.2, 14.14.3 or 14.14.4 during the month in which the Nomination Variance Charge obligation(s) was incurred by the Affiliate(s). The portion of any Nomination Variance Charges to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation delivery quantities to the total of the Qualifying Shippers' monthly transportation delivery quantities for the month in which the Nomination Variance Charge obligation(s) is incurred by the Affiliate(s). Except as specified in Subsection 14.14.5.1, the credit shall be applied to each Qualifying Shipper's monthly bill issued for service rendered during the month the Nomination Variance Charge obligation(s) was paid by the Affiliate(s).

14.14.5.1 To the extent that credits otherwise would be provided to Qualifying Rate Schedule FT-1 and IT-1 Shippers pursuant to Subsection 14.14.5 based on a Rate Schedule IT-1 rate(s) in effect subject to refund, Transporter will postpone such crediting until after a final order has been issued approving the Rate Schedule IT-1 rate(s) to be effective during the period the Nomination Variance Charge Obligation was incurred by the Affiliate(s). Within thirty (30) days of the issuance of a final order approving the Rate Schedule IT-1 rate(s) to be effective during the period the Nomination Variance Charge obligation was incurred by the Affiliate(s), WBI Energy

Transmission, Inc. will calculate the appropriate amounts to be credited using the final approved Rate Schedule IT-1 rate(s) and refund such amounts, with interest from the date credits otherwise would have been made pursuant to Subsection 14.14.5 at the FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations, based on the ratio of each Qualifying Shipper's applicable transportation delivery quantities during the applicable period to the total of the Qualifying Shippers' transportation delivery quantities during the period in which the Nomination Variance Charge obligation(s) was incurred by the Affiliate(s).

14.14.6 Nomination Variance Penalty Credits for nomination variance penalties incurred after the effectiveness of Order Nos. 637, et seq.: For Nomination Variance Penalty Credits associated with nomination variance penalties incurred after the effectiveness of Order Nos. 637, et seq., Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Nomination Variance Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. For purposes of this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers within an Operational Impact Area who did not themselves incur any Nomination Variance Penalty obligation under Subsections 14.14.2, 14.14.3, or 14.14.4 during the month in which the Nomination Variance obligation(s) was incurred. Nomination Variance Penalty revenues to be credited shall be calculated by summing the revenues received for Nomination Variance Penalties less any costs incurred by Transporter. If the sum is positive (net Nomination Variance Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Nomination Variance Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Nomination Variance Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation delivery quantities to the total of the Qualifying Shippers' monthly transportation delivery quantities for the month in which the Nomination Variance Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Nomination Variance Penalty obligation(s) was paid.

14.15 MDDQ Unauthorized Overrun Penalties:

14.15.1 MDDQ Unauthorized Overrun penalties will only apply to any affected delivery point(s) during times when

the delivery point(s), and/or associated line section or subsystem is in allocation and/or when the delivery point(s), and/or associated line section, or subsystem has been interrupted and/or a situation, as described in Subsection 15.2 of these General Terms and Conditions, exists at the delivery point(s), and/or associated line section, or subsystem. Transporter will notify affected Shippers during the scheduling process, as described in Section 9 of these General Terms and Conditions, of such allocation, interruption or critical situation by an acceptable electronic communication mechanism.

14.15.2 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable MDDQ, as adjusted pursuant to the CAP, by more than the greater of two (2) percent or forty (40) dkt, and that have not been authorized pursuant to Section 6 of Rate Schedule FT-1, will be treated as MDDQ Unauthorized Overruns and charged five (5) times the unauthorized overrun Index Price. The unauthorized overrun Index Price shall consist of the arithmetic average of the posted index prices in the "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) and Northern Natural Gas Company (Ventura, Iowa), as established for the first day of the month following the month in which the MDDQ Unauthorized Overrun occurred.

14.15.3 MDDQ Unauthorized Overrun Penalty
Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 Shipper(s) any MDDQ Unauthorized Overrun Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. For purposes of this Subsection, Qualifying Rate Schedule FT-1 Shippers shall include those Shippers within an Operational Impact Area who did not themselves incur any MDDQ Unauthorized Overrun Penalty obligation under Subsection 14.15.2 during the month in which the MDDQ Unauthorized Overrun Penalty was incurred. MDDQ Unauthorized Overrun Penalty revenues to be credited shall be calculated by summing the revenues received for MDDQ Unauthorized Overrun Penalties less any costs incurred by Transporter. If the sum is positive (net MDDQ Unauthorized Overrun Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s).

If the sum is negative (net MDDQ Unauthorized Overrun Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole.

The portion of any MDDQ Unauthorized Overrun Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly MDDQ to the total of the Qualifying Shippers' monthly MDDQ for the month in which the MDDQ Unauthorized Overrun Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the MDDQ Unauthorized Overrun Penalty obligation(s) was paid.

14.16 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable MDDQ, as adjusted pursuant to the CAP, by more than the greater of two (2) percent or forty (40) dkt, will be treated as MDDQ overruns and charged Transporter's Rate Schedule FT-1 authorized Scheduled Overrun Charge.

14.17 ADQ Unauthorized Overrun Penalties:

14.17.1 Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable ADQ, as adjusted pursuant to the CAP, by more than one-half (.5) of one percent, and that have not been authorized pursuant to Section 6 of Rate Schedule FT-1, will be treated as ADQ Unauthorized Overruns and charged two (2) times the currently effective Rate Schedule IT-1 rate during non-critical periods or two (2) times the unauthorized overrun Index Price during critical periods.

14.17.1.1 For purposes of this Subsection 14.17.1, the maximum Rate Schedule IT-1 commodity base rate effective at the beginning of the month the ADQ Unauthorized Overrun Penalty is incurred shall be the penalty rate and shall be treated as a final rate for ADQ Unauthorized Overrun Penalty purposes.

14.17.1.2 The unauthorized overrun Index Price shall consist of the arithmetic average of the posted index prices in the "Inside FERC Gas Market Report" for Colorado Interstate Gas Company (CIG-Rocky Mountains) and Northern Natural Gas Company (Ventura, Iowa), as established for the first day of the month following the month in which the ADQ Unauthorized Overrun occurred.

14.17.2 ADQ Unauthorized Overrun Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 Shipper(s) any ADQ Unauthorized Overrun Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. For purposes of this Subsection, Qualifying Rate Schedule FT-1 Shippers shall include those Shippers within an Operational Impact Area who did not themselves incur any ADQ Unauthorized Overrun Penalty obligation under Subsection 14.17.1 during the 12 months

immediately preceding the month in which the ADQ Unauthorized Overrun Penalty was incurred. Any ADQ Unauthorized Overrun penalties credited to Transporter's Rate Schedule FT-1 Shippers shall be net of Transporter's costs determined by multiplying Transporter's most recent, final approved ADQ Unit Cost rate, as same may change from time to time, by any Rate Schedule FT-1 quantities taken at a delivery point(s) which exceed the applicable ADQ, as adjusted pursuant to the CAP, by more than one-half (.5) of one percent. ADQ Unauthorized Overrun Penalty revenues to be credited shall be calculated by summing the revenues received for ADQ Unauthorized Overrun Penalties less Transporter's costs. If the sum is positive (net ADQ Unauthorized Overrun Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net ADQ Unauthorized Overrun Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any ADQ Unauthorized Overrun penalties to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable average ADQ to the total of the Qualifying Shippers' average ADQ for the 12 months immediately preceding the month in which the ADQ Unauthorized Overrun Penalty obligation(s) is incurred by the Shipper(s). The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the ADQ Unauthorized Overrun Penalty obligation(s) was paid.

14.18 Nomination Variance Penalties on variances between scheduled and actual daily transportation receipts and/or deliveries shall be reduced for the applicable daily quantities of Rate Schedule FTN-1 or STN-1 service actually provided.

14.19 Balance exceptions: Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of any cash-out, nomination variance, MDDQ Unauthorized Overrun, or ADQ Unauthorized Overrun penalty which might otherwise apply. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website.

14.20 Park and Loan Service Penalties:

14.20.1 Transporter shall impose penalties, pursuant to Subsection 2.3.3 of Rate Schedule PAL-1, should Shipper(s) fail to fully schedule and return a loaned quantity by the end of the applicable holding period or pursuant to the notification provisions of Subsection 2.5.3 for such loaned quantity.

14.20.2 Crediting of Park and Loan Penalty Revenues: Transporter shall credit to Shipper(s) within an Operational Impact Area served under Rate Schedule PAL-1,

the net revenues received pursuant to Subsection 2.3.3 of Rate Schedule PAL-1 in excess of the costs incurred. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. Such revenues to be credited shall be calculated by summing the revenues received for loaned quantities purchased by Shipper(s) pursuant to this Rate Schedule, less the amount paid by Transporter for the cost of any gas purchased by Transporter to effectuate the loan, plus the negative amount of any carryover amount from previous month(s). If the sum is positive (net revenues exceed net costs) Transporter shall credit such excess revenues to the applicable Shipper(s). If the sum is negative (net revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any excess revenues to be credited to a Shipper shall be based on the ratio of each Shipper's applicable monthly loaned quantities to the total applicable monthly loaned quantities for the month in which the obligation(s) is incurred. The credit shall be applied to each affected Shipper's monthly bill issued for service rendered three (3) months subsequent to the month the crediting obligation(s) was incurred. Any Shipper(s) served under a PAL Service Agreement that was required to purchase a loaned quantity in the month in which the crediting obligation(s) was incurred shall be excluded from receiving any credit for such excess revenues.

14.21 Transporter shall file, by October 1 of each year, an annual report of all penalty revenues credited back to appropriate shippers, pursuant to Subsections 14.14.6, 14.15.3, 14.17.2, 14.21.2, 17.2.9, and 17.3.5 of these General Terms and Conditions, along with support for any costs that have been netted against any such penalty revenues.

15. OPERATIONAL FLOW ORDERS

15.1 Due to the effects of changes in weather, gas demands, flowing gas supplies and/or other factors, it may be necessary for Transporter to informally, via Transporter's Website, telephone, email, or facsimile, request adjustments in flowing receipts and/or deliveries of a Shipper(s) to accommodate the demands on Transporter's system. If Transporter does not receive full cooperation from its informal request(s), it may be necessary for Transporter to issue an Operational Flow Order (OFO) to such Shipper(s). Transporter will not issue an OFO unless a critical situation exists as described in Subsection 14.14.1 of these General Terms and Conditions. If Transporter determines that it is necessary to issue OFO's, such Shipper(s) shall be notified via email or alpha-numeric pager contact as designated by such Shipper(s) on Transporter's Website. In addition, such notification will be posted on Transporter's Website including, but not limited to, the time that the OFO is anticipated to commence and the time that the OFO is anticipated to terminate. Upon termination of the OFO, Transporter will post as soon as practicable on its Website, a full report of the factors that caused the OFO to be issued and terminated. Transporter will update such notification, to include the periodic status of the OFO, on its Website. Such status update will be provided as soon as practicable. In no event will the OFO commence before the emergency situation begins nor will the OFO terminate before the emergency situation is rectified.

15.2 Circumstances under which Transporter may determine that OFO's must be issued include but are not limited to:

- 15.2.1 Responding to an event of force majeure;
- 15.2.2 Accommodating maintenance and repairs;
- 15.2.3 Ensuring current and future storage capability; and
- 15.2.4 Responding to any event which Transporter believes in its sole judgment may jeopardize the integrity of its system.

15.3 Upon issuance of an OFO by Transporter, it shall be incumbent upon each Shipper to adjust receipts and/or deliveries as directed. Such response shall be required within the time frame specified in the OFO. Failure to comply in a timely fashion with an OFO may result in an immediate interruption of all or a portion of Shipper's service.

15.4 In the event Shipper(s) does not respond to the OFO and Transporter believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting in service to another Shipper, Transporter shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Transporter takes these actions, it shall be made whole by the non-responding Shipper(s) for all costs that Transporter incurs.

15.5 Transporter shall not be liable for any costs incurred by any Shipper in complying with an OFO.

15.6 Transporter shall not be responsible for any damages that result from any interruption in Shippers' service that is a result of a Shipper's failure to comply promptly and fully with an OFO and the non-complying Shipper(s) shall indemnify Transporter against any claims of responsibility.

15.7 Notwithstanding the foregoing, when gas supplies necessary to effectuate transportation deliveries are not flowing onto the system, Transporter will not be responsible for backing up such supplies and the associated deliveries will be subject to interruption.

16. FIRM CAPACITY RELEASE MECHANISM

16.1 Purpose: This Section 16 establishes the procedures which will allow Shippers to release all or a portion of their contracted firm transportation capacity, firm storage capabilities or no-notice firm transportation service on a permanent or temporary basis. Where the terms capacity or released capacity are used in this Section 16, such terms shall be interpreted to encompass firm transportation capacity, firm storage capabilities and/or the right to receive no-notice firm transportation service, as applicable.

16.2 Definitions: The definitions of terms applicable to this Section 16 are as follows:

16.2.1 Releasing Shipper: The Releasing Shipper is a Shipper who has a Service Agreement with Transporter under which Shipper receives firm transportation, firm storage or no-notice firm transportation service and who desires to release all or a portion of that firm service on a permanent or temporary basis.

16.2.2 Replacement Shipper: The Replacement Shipper is a Shipper who desires to acquire all or a portion of the released firm service on a permanent or temporary basis.

16.2.2.1 As a prerequisite to becoming a potential Replacement Shipper, a party must ask to be placed on Transporter's Pre-Approved Bidder's List, by submitting the Credit Evaluation Form found on Transporter's Website, and must satisfy, initially and on an ongoing basis, Transporter's credit requirements as outlined in Subsection 7.7 of these General Terms and Conditions. Transporter does not guarantee to the Releasing Shipper that the Replacement Shipper will pay for the contracted service. Creditworthiness information must be obtained by Transporter from the Replacement Shipper in all cases.

16.3 Release Options: There will be two options associated with the firm capacity release mechanism: permanent and temporary.

16.3.1 Permanent Release of Firm Capacity

16.3.1.1 For purposes of this Subsection 16.3.1, permanent release means the release of firm capacity, in whole or in part, for the remaining term of the Releasing Shipper's Service Agreement. Capacity released under this Subsection 16.3.1 may not be released on a volumetric basis. Section 23 of these General Terms and Conditions defines the procedures applicable upon termination of a Service

Agreement.

16.3.1.2 All contract terms and primary receipt and delivery points under the Service Agreement to be executed with the Replacement Shipper will initially remain the same as under the Releasing Shipper's Service Agreement at the time of release. Transporter may refuse to allow a permanent release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If the Releasing Shipper's request to permanently release capacity is denied, Transporter shall notify the Releasing Shipper and the Replacement Shipper in writing of the reason(s) for such denial.

16.3.1.3 When capacity is released on a permanent basis, and the Replacement Shipper agrees to pay a rate greater than or equal to the rate the Releasing Shipper is paying, Transporter shall relieve Releasing Shipper of all liability under the Service Agreement or relevant portions thereof. If the Replacement Shipper does not agree to pay a rate greater than or equal to the rate the Releasing Shipper is paying, the Releasing Shipper will remain liable for payment of charges as defined in Subsection 16.10 hereof. Release of liability as described in this subsection shall be applied on a non-discriminatory basis.

16.3.2 Temporary Release of Firm Capacity

16.3.2.1 For purposes of this Subsection 16.3.2, firm capacity may be released on a temporary basis, in whole or in part, for any period. A Replacement Shipper that obtains capacity through a volumetric capacity release shall not be entitled to re-release the capacity.

16.3.2.2 Except for the permanent release of capacity explained in Subsection 16.3.1 hereof, the Releasing Shipper will remain liable for compliance with the terms and conditions of its Service Agreement.

16.3.2.3 Capacity released on a temporary basis will be subject to recall by the Releasing Shipper in accordance with the terms and conditions concerning recall, if any, included in the Releasing Shipper's submitted offer, as described in Subsection 16.5 hereof.

16.3.2.3.1 For recall notification provided to Transporter prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between

7:00 a.m. and 5:00 p.m., Transporter should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to Transporter after 5:00 p.m. and prior to 7:00 a.m., Transporter should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification.

16.3.2.3.2 The recall quantity must be expressed in terms of total released capacity entitlement.

16.3.2.4 Transporters should support the function of reputting by Releasing Shippers. Reput method and rights should be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper. The deadline for notifying Transporter of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day. In the event of an intraday capacity recall, Transporter should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity (EPC). Variations to the use of EPC may be necessary to reflect the nature of Transporter's tariff, services and/or operational characteristics.

16.3.2.4.1 When capacity is recalled, it may not be reput for the same Gas Day.

16.3.2.4.2 The Releasing Shipper may not reput primary points other than those originally released.

16.4 Timeline: The capacity release timeline applies to all parties involved in the capacity release process provided that:

- 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered;
- 2) for index-based capacity release transactions, the Releasing Shipper has provided Transporter with sufficient instructions to evaluate the corresponding bid(s) according to the timeline; and
- 3) there are no special terms or conditions of the release.

Further, Transporter may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Transporter).

If a release is subject to any special terms or conditions, contains a unique index-based release formula, or is permanent, two (2) business days will be added to the evaluation period set forth below. Such extended evaluation period may cause gas to flow at least two (2) business days later than gas otherwise would flow under the timeline. Such special terms and conditions cannot conflict with the Service Agreement, the applicable Rate Schedule, or these General Terms and Conditions.

16.4.1 For biddable releases (1 year or less):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

16.4.2 For non-biddable releases:

- The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:
 - o Timely Cycle 12:00 Noon
 - o Evening Cycle 5:00 p.m.
 - o Intraday 1 Cycle 9:00 a.m.
 - o Intraday 2 Cycle 1:30 p.m.
 - o Intraday 3 Cycle 6:00 p.m.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

16.5 Offers and Bids: All offers of or bids on capacity release shall be submitted to Transporter by Releasing Shipper or potential Replacement Shipper, via an acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions.

16.5.1 Transporter will accept offers of or bids on capacity release received via an alternate method, i.e. facsimile, mail, email or hand-delivery, in an emergency situation, such as the failure of Transporter's acceptable electronic communication mechanism utilized by Shipper or, at the discretion of Transporter, in other instances when Shipper is unable to communicate such offer or bid via an acceptable electronic communication mechanism. Releasing or Replacement Shipper(s) not submitting such offer or bid electronically must submit its offer or bid on the Capacity Release Form or Capacity Release Bid Form provided on Transporter's Website. Shipper shall contact Transporter by telephone or email to receive a confirmation of the waiver of the electronic communication requirement and to advise Transporter that an offer or bid via an alternate method is forthcoming.

16.5.2 Bids and Offers should be complete before being posted. Only posted Offers and Bids should be available electronically. If offers and/or bids are not submitted via an acceptable electronic communication mechanism, Transporter shall not be obligated to adhere to the offer, match, award and/or posting provisions of Subsections 16.4.1 and 16.4.2.

16.5.3 Transporter should post Offers and Bids, including prearranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such Offer, and Transporter should support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB WGQ Standard No. 5.3.2.

16.5.4 Offers and bids must conform to the parameters set forth in NAESB WGQ Data Sets 5.4.24 and 5.4.25, respectively.

16.5.5 Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given capacity release Offer:

- 1) Non-index-based release - dollars and cents;
- 2) Non-index-based release - percentage of maximum rate; or
- 3) Index-based formula as detailed in the capacity release offer.

The Bids for the given capacity release Offer should adhere to the method specified by the Releasing Shipper.

16.5.5.1 For index-based capacity release transactions, the Releasing Shipper should specify which one of the following methods is acceptable for bidding on a given index-based capacity release Offer:

- 1) a percentage of the formula;
- 2) a dollars and cents differential from the formula;
- 3) a dollars and cents differential from the Rate Floor; or
- 4) an approved methodology in Transporter's Tariff, if any.

When bidding is based upon a dollars and cents differential from the Rate Floor, the invoiced rate for the Award should be calculated as the greater of 1) the result of the formula or 2) the Rate Floor plus the high bid's differential, both not to exceed Transporter's maximum reservation rate, if applicable. The Releasing Shipper may specify another method in the special terms and conditions, but the capacity release Offer may not be processed within the capacity release timeline pursuant to NAESB WGQ Standard No. 5.3.2.

16.5.6 Offers should be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. 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. A Releasing Shipper should not be able to specify an extension of the original bid period or

the pre-arranged deal match period, without posting a new release.

16.5.7 Bids received will be posted on Transporter's Website, excluding the potential Replacement Shipper's name, and may be withdrawn by the potential Replacement Shipper any time during the bidding period. Bids should be binding until notice of withdrawal is received by Transporter on its Customer Activities Web site. Bids cannot be withdrawn after the bid period ends. However, once a potential Replacement Shipper withdraws a bid, such potential Replacement Shipper shall not be permitted to resubmit any bid which includes a rate that is less than the rate included in the withdrawn bid.

16.5.8 Nothing herein shall preclude the Releasing Shipper from specifying terms and conditions for the withdrawal of its release or the Replacement Shipper from specifying terms and conditions for the withdrawal of its bid to acquire the released capacity.

16.5.9 If the Releasing Shipper is willing to accept contingent bids, any non-discriminatory terms and conditions applicable to such contingencies must be specified in the offer. Potential Replacement Shipper's terms and conditions applicable to the contingency must also be provided in its bid. All contingencies will be eliminated during the evaluation period in accordance with Subsection 16.4. Potential Replacement Shipper shall notify Transporter electronically of the elimination of the contingency by the end of the evaluation period. If the contingency is not eliminated within the prescribed time frame, the capacity will be awarded to the next highest bidder.

16.6 Award Determination: Transporter will determine successful bids for released capacity and post notification of such successful bids on the Website, along with the Replacement Shipper's name.

16.6.1 For the capacity release business process timing model, only the following methodologies are required to be supported by Transporter and provided to Releasing Shippers as choices from which they may select and, once chosen, should be used in determining the Awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper should provide the necessary information and instructions to support the chosen methodology. Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of Transporter. However, Transporter is not required to offer other choices or similar timeline treatment for other choices, nor, is Transporter held to the timeline should the Releasing Shipper elect another

method of evaluation.

16.6.1.1 In the event the Releasing Shipper does not specify an evaluation method for determining the best of the valid bids, a net present value per unit of demand calculation will be used as described in Subsection 10.4 of these General Terms and Conditions. For volumetric releases, the volumetric rate(s) will be converted into the equivalent monthly Reservation/Demand rate in order to calculate a net present value per unit of demand as described in Subsection 10.4 of these General Terms and Conditions. Transporter will use the minimum volumetric quantity designated by potential Replacement Shipper(s) in evaluating bids, when applicable, unless Releasing Shipper has designated other criteria. These criteria must be objectively stated, applicable to all potential bidders and non-discriminatory.

16.6.2 When Transporter makes awards of capacity for which there have been multiple bids meeting the minimum condition, Transporter should award the Bids by the order of submission method (first-come, first-served).

16.6.3 For purposes of Subsection 16.4.1 and 16.4.2, the Capacity Release Award Notification to the Replacement Shipper shall constitute the contract issuance. The Capacity Release Award shall include the new contract number.

16.6.4 For purposes of a temporary capacity release, Transporter shall provide service to a Replacement Shipper pursuant to the electronic execution of a Service Agreement. Such Service Agreement shall be deemed to be in the form of the underlying Releasing Shipper's Service Agreement. The Replacement Shipper's execution of the Service Agreement shall occur automatically upon posting of a bid or confirmation of the pre-arranged bid. Transporter's execution shall occur upon Award notification. Transporter shall however, in a timely manner, subsequently tender a copy of the electronically executed Service Agreement to the Replacement Shipper for informational purposes.

16.6.5 For purposes of a permanent capacity release, upon conclusion of the applicable evaluation period as described in Subsection 16.4, Transporter shall tender a Service Agreement to the Replacement Shipper. The Replacement Shipper shall execute the tendered Service Agreement the earlier of the beginning of the next available nomination cycle or within (2) business days of its tender by Transporter, unless otherwise mutually agreed upon. If Replacement Shipper fails or refuses to execute the Service Agreement within the time periods described above, unless otherwise mutually agreed upon,

Replacement Shipper shall forfeit all rights and entitlements to the applicable released capacity. If the Replacement Shipper forfeits all rights and entitlements to the applicable released capacity, the Releasing Shipper may attempt to release the capacity by submitting a new capacity release offer to Transporter in accordance with Subsection 16.5.

16.7 Release of No-Notice Firm Transportation Service: If a Replacement Shipper lacks sufficient storage and/or the necessary alternate gas supplies to comply with the terms of service applicable to Rate Schedule FTN-1, the Shipper with a Service Agreement under Rate Schedule FTN-1 who desires to release all or a portion of its no-notice firm transportation service under one of the options listed in Subsection 16.3 must also release portions of its associated firm storage capabilities under Rate Schedule FS-1 and alternate supplies, if any, as described in Section 2.3.1.1 of Rate Schedule FTN-1 in the same respective proportions as such Releasing Shipper has designated firm storage capabilities and alternate supplies to meet its no-notice service.

16.7.1 Shipper(s) desiring to acquire all or a portion of any released no-notice firm transportation service must have, or be able to acquire, the necessary firm transportation capacity along the requisite contract path and the necessary firm storage capabilities and/or alternate gas supplies.

16.7.2 Shipper(s) acquiring capacity released under Rate Schedule FTN-1 shall not be allowed to designate replacement and/or alternate delivery points as provided in Subsection 12.5 of these General Terms and Conditions and such no-notice service will be provided only to the delivery points currently designated by the Releasing Shipper.

16.8 Release of Firm Storage Service: Any Shipper with a Service Agreement under Rate Schedule FS-1 who desires to release all or a portion of its firm storage service under one of the options listed in Subsection 16.3 shall be required to release such storage capabilities on an aggregate storage basis. Shipper(s) desiring to acquire all or a portion of any released firm storage service must have, or be able to acquire, the necessary transportation capacity from Transporter, if Transporter's transportation facilities are to be used. If a Replacement Shipper intends to use a transportation service provided by another pipeline directly connected to Transporter's storage fields, then the Releasing Shipper shall be allowed to release its storage capabilities on a storage field specific basis. In such case, Transporter shall be obligated to inform the Releasing Shipper of the corresponding storage field specific MSCQ, FCQ, and MSIQ capable of being released in conjunction with the MSDQ being released.

16.8.1 In the event a Releasing Shipper ties conditions concerning the sale and/or repurchase of gas

in storage inventory to its release of firm storage capacity, and a Replacement Shipper takes title to any gas injected under stop-in-time, such gas shall retain its stop-in-time status. If there is a requirement to return a specified amount of gas in storage to the Releasing Shipper at the end of the release, such transfer shall also retain its stop-in-time status.

16.9 Prearranged Deals: A Releasing Shipper may bring a prearranged deal to Transporter for capacity such Releasing Shipper intends to release pursuant to Subsections 16.3.1 or 16.3.2. All of the procedures described in this Section 16 will also apply to a prearranged deal except that:

16.9.1 A Releasing Shipper must post for bidding, in accordance with Subsection 16.4, any prearranged deal with a term that is greater than 31 days and has a rate less than the maximum rate. Such firm capacity release information will be posted on Transporter's Website to determine if other potential Shippers are willing to offer better terms and conditions.

16.9.1.1 If the prearranged deal is at less than the maximum rate and if no better bid than that included in the prearranged deal is received, Transporter will contract with the potential Replacement Shipper reflected in the prearranged deal.

16.9.1.2 If a better bid than that included in the prearranged deal is received, Transporter will give the potential Replacement Shipper reflected in the prearranged deal an opportunity to match the better bid in accordance with Subsection 16.4. If the potential Replacement Shipper reflected in the prearranged deal agrees to match such better bid, the released capacity will be awarded to the potential Replacement Shipper reflected in the prearranged deal.

16.9.2 If a prearranged deal is at the maximum rate, Transporter may enter into a Service Agreement with the potential Replacement Shipper reflected in the prearranged deal upon confirmation of the prearranged deal without posting the prearranged deal for bidding. Such prearranged deal shall be posted on Transporter's Website for informational purposes only.

16.10 Releases Permitted Without Prior Bidding:

16.10.1 Releases of firm capacity for thirty-one (31) days or less may be released without bidding. Releases of over thirty- one (31) days and up to and including one (1) year may be released without bidding if the release is in the context of an Asset Management Arrangement (AMA) or a State-regulated Retail Access Program (RCP) as defined by 18 CFR Section 284.8.

Releases for a term greater than one (1) year may be released without bidding if the release is at the applicable maximum rate. Such releases must be posted on the Website in accordance with Subsection 16.4.

16.10.2 No maximum rate limitation applies to releases of firm capacity of one (1) year or less if the release is to take effect on or before one (1) year from the date the Transporter is notified of the release.

16.10.3 Releases of firm capacity for thirty-one (31) days or less exempt from bidding as specified in Subsection 16.10.1 may not be rolled over, extended or in any way continued to the same Replacement Shipper until twenty-eight (28) days after the first release period has ended. The twenty-eight (28) day limitation does not apply to any re-releases to the same Replacement Shipper that are posted for bidding or releases to an asset manager to implement an AMA or to releases to a marketer participating in a RCP.

16.11 Billing: In the event that the released capacity is acquired solely as a result of the posting on Transporter's Website, and Transporter does not otherwise actively market the capacity, the Releasing Shipper will receive a credit for one hundred (100) percent of the reservation/demand charge(s), or the volumetric equivalent of such charge(s), (plus an amount for the surcharges recovered from the Replacement Shipper no greater than the level of such surcharges which the Releasing Shipper is obligated to pay) received by Transporter from the Replacement Shipper whether or not the firm service reservation/demand charge(s), or the volumetric equivalent of such charge(s), being paid by the Releasing Shipper is being discounted to a level below the charges to be received for the released capacity. This amount will be credited to the Releasing Shipper's invoice simultaneously with the billing of the capacity to the Replacement Shipper; provided, however, that if the Replacement Shipper fails to pay all of the amount of any invoice when such amount becomes due, Transporter has the right, pursuant to Section 20 of these General Terms and Conditions, to reverse such credit on the Releasing Shipper's subsequent invoice and, in addition, charge the Releasing Shipper interest accrued for each day commencing the eleventh (11th) day subsequent to the Replacement Shipper's receipt of its invoice, at the interest rate prescribed by §154.501 of the FERC's Regulations, or successor basis.

16.11.1 Offers for released capacity must include agreement to pay the applicable maximum firm commodity rate(s) and, as applicable, maximum storage injection/withdrawal charges.

16.11.2 The Releasing Shipper shall be responsible for all capacity release commodity charges incurred by Replacement Shipper between the time gas flow commences and the time Transporter determines creditworthiness, if the Replacement Shipper fails to pay any amount of any invoice when such amount becomes due. The Releasing Shipper is responsible to Transporter for the payment of commodity, penalty, and all other charges incurred by the Replacement Shipper as a result of the Replacement Shipper's conduct.

16.11.3 In the event the Replacement Shipper uses an alternate receipt or delivery point in a discounted or negotiated rate release, the Replacement Shipper shall be liable for any incremental charges pursuant to the Service Agreement or these General Terms and Conditions.

16.11.4 In the event Transporter actively markets the released capacity, the Releasing Shipper will receive a credit, in accordance with Subsection 16.10, less the amount that the Releasing Shipper specified would be payable to Transporter as a marketing fee. Transporter, however, shall have no obligation to market any capacity available from a Releasing Shipper.

16.11.5 In the event Transporter is required by FERC Order to issue refunds, any refunds related to released capacity reservation/demand charge(s) will be issued to the Releasing Shipper based upon the charges assessed by Transporter to the Releasing Shipper and any refunds related to released capacity commodity charges will be issued to the Replacement Shipper based upon the charges assessed by Transporter to the Replacement Shipper. Any refunds that may be due the Replacement Shipper related to reservation/demand charge(s) must be resolved between the Releasing and Replacement Shippers.

16.12 Termination: Transporter may elect to terminate a Replacement Shipper's Service Agreement upon thirty (30) days written notice to the Releasing Shipper and Replacement Shipper under the following conditions:

- 1) The Releasing Shipper has failed to make timely payment, maintain credit, or provide adequate security, and Transporter has provided termination notice(s), as provided in this Subsection 16.12 and Subsection 20.2 of these General Terms and Conditions.

If a Releasing Shipper's Service Agreement is terminated, the Replacement Shipper, which is creditworthy, may continue an existing capacity release by notifying Transporter that it agrees to pay a rate that equals the lower of:

- 1) The applicable maximum rate;
- 2) The same rate as provided in the original Service Agreement between Transporter and the Releasing Shipper for the remaining term of the release; or,
- 3) Such other rate as mutually agreed upon between the Replacement Shipper and Transporter.

Such notification or agreement must be effectuated prior to the end of the thirty day notice period.

16.13 Service Agreements: New Service Agreements will be executed for released capacity. Replacement Shippers cannot add the acquired released capacity to any existing Service Agreement.

16.14 Non-eligible Capacity: Shipper(s) receiving firm service under specific NGA Section 7(c) certificates are not eligible to release such firm capacity.

16.15 Capacity Release and Capacity Release Bid Forms:

If an offer of or bid for released capacity is not submitted via an acceptable electronic communication mechanism, due to situations specified in Subsection 16.5.1, the Capacity Release or the Capacity Release Bid Form, found on Transporter's Website, must be submitted, as applicable, via an alternate method.

16.16 Capacity Requests:

Requests to purchase releasable capacity shall be posted by Transporter as a Notice on its Website. Potential Replacement Shippers shall submit to Transporter the Request to Purchase Releasable Capacity Form. Transporter, within one business day, shall post the information as long as such information is not unlawful or inconsistent with Transporter's Tariff. Such request will be posted for thirty (30) days.

17. UNAUTHORIZED GAS

17.1 Definition of Unauthorized Gas: Unauthorized Gas is natural gas that has not been nominated by a Shipper and/or scheduled by Transporter in accordance with the provisions of this Tariff to be received or delivered by Transporter, either for Transporter's own purchase or for transportation for the account of Shipper(s) under any Service Agreement.

Unauthorized Gas is distinguished from excess quantities of natural gas received into Transporter's facilities from any receipt source or delivered from Transporter's facilities through any delivery point, in that Unauthorized Gas is gas not nominated by a Shipper or gas that is nominated by a Shipper but allocated to zero by Transporter and therefore not scheduled in accordance with the provisions of this Tariff on any day.

17.2 Receipt of Unauthorized Gas

17.2.1 Unauthorized Gas During a Critical Situation: Upon notification from Transporter of a critical Unauthorized Gas situation, such party(ies) responsible for the Unauthorized Gas receipt(s) shall terminate the unauthorized flow into Transporter's facilities within twenty-four (24) hours. If, after the twenty-four (24) hour notice period, any quantity of Unauthorized Gas continues to flow into Transporter's system, Transporter shall retain, at no cost to itself and free of any obligation to account therefor in kind or otherwise to any person claiming an interest therein, the quantity of such Unauthorized Gas introduced into Transporter's facilities. A critical Unauthorized Gas situation shall apply only when Transporter, in good faith, has determined that the safety and/or integrity of its system is threatened. Nothing herein shall limit Transporter's right to take any other actions required to maintain the safety and integrity of its system operations. Until Transporter notifies the party(ies), either by telephone, electronically or by facsimile, that the critical Unauthorized Gas situation has ended, the Unauthorized Gas penalty of retention of gas remains applicable on each subsequent day without further notification.

17.2.2 Unauthorized Gas Not During a Critical Situation: Transporter shall notify such party(ies) responsible for the Unauthorized Gas receipt(s) by telephone, electronically or by facsimile that Unauthorized Gas has entered Transporter's system. Notification will indicate that all unauthorized quantities are subject to confiscation in accordance with the procedures in Subsection 17.2.3. After the end of each month Transporter will send each notified party a statement of Unauthorized Gas account balances (Statement). Such Statement will include the quantity, the receipt point(s) and the time frame in which the Unauthorized Gas was received into Transporter's system.

17.2.3 Unauthorized Gas Subsequent to the Effectiveness of this Section: For any Unauthorized Gas quantities delivered to Transporter subsequent to the effectiveness of this Section, and not retained under Subsection 17.2.1 hereof, the party, once

notified, shall have until the end of the calendar month following a 45-day period after issuance of the Statement (Return Period) to resolve the disposition of the Unauthorized Gas quantities; provided, however, that any such resolution must be in a manner acceptable to Transporter. If the matter of the unauthorized quantities remains unresolved after this period, the gas will be confiscated. Transporter and the party shall negotiate in good faith for resolution of the Unauthorized Gas and commit to writing during the Return Period any mutually agreed upon resolution.

17.2.4 Disposition of Unauthorized Gas: Transporter will approve resolution of Unauthorized Gas quantities described in Subsection 17.2.3 as follows:

17.2.4.1 Proven owners of Unauthorized Gas may sell such Unauthorized Gas quantities to any party so long as said party causes the gas to be transported under an effective transportation Service Agreement on Transporter's system. Alternatively, the proven owners may otherwise cause the Unauthorized Gas quantities to be transported to a delivery point on Transporter's system pursuant to a transportation Service Agreement. Unless waived by Transporter on a nondiscriminatory basis, the party responsible for any Unauthorized Gas receipt must pay Transporter an Unauthorized Gas Receipt Penalty of thirty cents (\$.30) per dkt to have the Unauthorized Gas quantities released for transportation.

17.2.5 Claiming Unauthorized Gas: To claim Unauthorized Gas quantities, the party responsible for any Unauthorized Gas receipt shall submit a written plan for resolution thereof to Transporter within the Return Period along with proof of ownership.

17.2.6 Reporting and Payment of Royalty, Tax, or Other Burdens: Transporter shall not be obligated to account for or pay for any royalty, tax or other such burdens associated with the Unauthorized Gas quantities received by Transporter.

17.2.7 Notwithstanding the foregoing, Transporter shall have the right to physically shut in the source of any Unauthorized Gas.

17.2.8 Crediting of Confiscated Gas: Any volumes of gas confiscated under Subsections 17.2.1 and 17.2.3 shall be included as an offset to Transporter's Transmission Company Use and Lost and Unaccounted for Gas by Operational Impact Area as reflected in the Fuel Reimbursement Adjustment Provision detailed in Section 35 of these General Terms and Conditions.

17.2.9 Unauthorized Gas Receipt Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Unauthorized Gas Receipt Penalty revenues received, net of Transporter's costs. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. For purposes of

this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shipper(s) within an Operational Impact Area who did not themselves incur any Unauthorized Gas Receipt Penalty obligations under Subsection 17.2.4.1 during the month in which the Unauthorized Gas Receipt Penalty obligations were incurred. Unauthorized Gas Receipt Penalty revenues to be credited shall be calculated by summing the revenues received for Unauthorized Gas Receipt Penalties less any costs incurred by Transporter. If the sum is positive (net Unauthorized Gas Receipt Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Unauthorized Gas Receipt Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Unauthorized Gas Receipt Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's applicable monthly transportation receipt quantities to the total of the Qualifying Shippers' monthly transportation receipt quantities for the month in which the Unauthorized Gas Receipt Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Unauthorized Gas Receipt Penalty obligation(s) was paid.

17.3 Delivery of Unauthorized Gas:

17.3.1 Unauthorized Gas Deliveries Taken During Periods of System Allocation or Interruption: If force majeure or other circumstances have arisen on any line section and/or subsystem which restrict Transporter's ability to provide transportation deliveries nominated under currently effective Service Agreements and which circumstances require delivery service to be allocated or interrupted, then, Transporter shall notify affected party(ies) by telephone, electronic communication mechanism or by facsimile of such event. The party(ies) responsible for the taking of Unauthorized Gas deliveries during such period of system allocation or interruption must pay Transporter the following charges for each dkt of Unauthorized Gas deliveries taken:

17.3.1.1 A rate per dkt equivalent to Transporter's maximum Rate Schedule IT-1 rate, as reflected on the applicable currently effective sheet of this Tariff established in the month the Unauthorized Gas deliveries were taken; plus

17.3.1.2 An Unauthorized Gas Delivery Penalty charge per dkt of 2.75 times the Index Price. The Index Price applicable to Unauthorized Gas is the highest Daily Price Survey, Midpoint index price, published in Platt's "Gas Daily" for either Colorado Interstate Gas Company (CIG-N.syst.) or Northern Natural Gas Company (Ventura), during the month of Unauthorized Gas deliveries.

17.3.1.3 Until Transporter notifies the affected party(ies), either by telephone, electronic communication

mechanism or by facsimile, that the period of system allocation or interruption has ended, the Unauthorized Gas penalties described in Subsections 17.3.1.1 and 17.3.1.2 remain applicable on each subsequent day without further notification.

17.3.2 Unauthorized Gas Deliveries Taken Prior to the Effectiveness of Subsection 17.3: For any Unauthorized Gas deliveries taken prior to the effectiveness of this Subsection 17.3, the party(ies) responsible for such Unauthorized Gas shall have three (3) months after Transporter's notification of such quantities to negotiate resolution of the Unauthorized Gas quantities; provided, however, that any such resolution must be in a manner acceptable to Transporter. If the matter of the unauthorized delivery quantities remains unresolved after this period, the party responsible for taking such quantities of outstanding Unauthorized Gas deliveries shall pay the applicable balancing and nomination variance penalties in accordance with Section 14 of these General Terms and Conditions.

17.3.3 Nothing herein shall limit Transporter's right to take any actions required to maintain the safety and integrity of its system operations, including the right to physically prevent a party from taking delivery of any Unauthorized Gas.

17.3.4 Transporter may, in the exercise of its reasonable discretion, and on a nondiscriminatory basis, waive all or a part of the Unauthorized Gas penalties which might otherwise apply. Transporter shall maintain a record of all such waivers granted to an affiliate. Such record shall include the basis for Transporter granting the waiver and shall be posted on Transporter's Website.

17.3.5 Unauthorized Gas Delivery Penalty Credits: Transporter shall credit to Qualifying Rate Schedule FT-1 and IT-1 Shipper(s) any Unauthorized Gas Delivery Penalty revenues received from any of Transporter's Shippers, net of Transporter's costs. All penalty revenues shall be received and subsequently credited within a single Operational Impact Area, as described in Subsections 1.62, 1.63 and 1.64. For purposes of this Subsection, Qualifying Rate Schedule FT-1 and IT-1 Shippers shall include those Shippers within an Operational Impact Area who did not themselves incur any Unauthorized Gas Delivery Penalties under Subsection 17.3.1.2 during the month in which the Unauthorized Gas Delivery Penalties were incurred. Unauthorized Gas Delivery Penalty revenues to be credited shall be calculated by summing the revenues received for Unauthorized Gas Delivery Penalties less any costs incurred by Transporter. If the sum is positive (net Unauthorized Gas Delivery Penalty revenues exceed net costs) Transporter shall credit such excess revenues to the Qualified Shipper(s). If the sum is negative (net Unauthorized Gas Delivery Penalty revenues are less than net costs) Transporter shall carry over such amount to the subsequent month and include it in such subsequent month's calculation until Transporter is made whole. The portion of any Unauthorized Gas Delivery Penalty revenues to be credited to each Qualifying Shipper shall be based on the ratio of each Qualifying Shipper's

applicable monthly transportation delivery quantities to the total of the Qualifying Shippers' monthly transportation delivery quantities for the month in which the Unauthorized Gas Delivery Penalty obligation(s) is incurred. The credit shall be applied to each Qualifying Shipper's monthly bill issued three (3) months subsequent to the month the Unauthorized Gas Delivery Penalty obligation(s) was paid.

17.4 Transporter shall file, by October 1 of each year, an annual report of all penalty revenues credited back to appropriate shippers, pursuant to Subsections 14.14.6, 14.15.3, 14.17.2, 14.21.2, 17.2.9, and 17.3.5 of these General Terms and Conditions, along with support for any costs that have been netted against any such penalty revenues.

18. BILLINGS

18.1 Monthly billing date: Transporter shall postmark, time-stamp or deliver to the designated site invoices on or before the ninth (9th) business day of each month for all gas transported and/or stored during the preceding calendar month. Invoices may be based upon estimates if actual quantities are unavailable at the time of such invoicing. When Shipper is in control of information required by Transporter to prepare invoices, Shipper shall cause such information to be received by Transporter on or before the fifth (5) business day of the month immediately following the month to which the information applies.

18.1.1 For reporting measurement prior period adjustments, such will be reported with the restated line item and new total quantity for the specific day and the specific month.

18.1.2 Missing or late measurement data will be estimated and actuals will be treated as a prior period adjustment, with the measuring party to provide the estimate, unless otherwise mutually agreed.

18.2 Right of examination: Both Transporter and Shipper shall have the right to examine and audit, at any reasonable time, the books, records and charts of the other to the extent necessary to verify the accuracy of any statement, chart or computation made under or pursuant to the provisions of the Service Agreement. "Records" pursuant to this paragraph shall include, but not be limited to, detailed measurement data by location.

18.3 More than one Shipper: When two or more persons constitute Shipper under one Service Agreement, except as may otherwise be agreed, Shipper shall designate a single person who shall be rendered the invoice and who shall be responsible for payment of all charges. Such billing shall not affect the joint and several obligations of all such persons under such Service Agreement.

18.4 Commodity Billing Unit: Commodity and injection and withdrawal billing units for gas hereunder, except as noted in Subsection 18.5, shall be one dkt.

18.5 MDDQ, MSDQ, and MSCQ Billing Units: The billing units for the foregoing named charges applicable to gas service hereunder shall be one equivalent dkt.

18.6 Interruptible Storage Capacity Billing Unit: The billing unit for the foregoing named charge applicable to gas service hereunder shall be one dkt per month.

19. TAXES

19.1 Shipper shall pay or cause to be paid all taxes and assessments imposed on Shipper with respect to natural gas transported prior to and including its delivery to Transporter, and all taxes and assessments imposed on Shipper with respect to natural gas stored for Shipper's account, and Transporter shall pay or cause to be paid all taxes and assessments imposed on Transporter with respect to natural gas transported after its receipt by Transporter and prior to delivery to Shipper.

19.2 Transportation sales and service taxes incurred in the State of South Dakota imposed on transportation service rendered to specific Shipper(s) in said State shall be the responsibility of such Shipper(s). Each such Shipper shall pay to Transporter all such sales and service taxes incurred on the transportation service for that specific Shipper in the monthly billing statements rendered to Shipper(s) pursuant to the Billing and Payment provisions of the General Terms and Conditions of this Tariff.

19.3 Neither Party shall be responsible or liable for any taxes or other statutory charges levied or assessed against any of the facilities of the other Party used for the purpose of carrying out the provisions of the Service Agreement.

20. PAYMENTS

20.1 Payment to Transporter for services rendered during the preceding month shall be due no later than the twelfth (12th) day after the date of the invoice and shall be paid by Shipper on or before such date. When the due date falls on a non-business day, Shipper shall cause such payment to be actually received by Transporter on or before the first business day on which Transporter's Bismarck offices are open prior to such due date.

20.1.1 Shipper shall clearly identify invoice number(s) on all payments.

20.2 Remedies for nonpayment: Should Shipper fail to pay any invoice not in dispute as herein provided when such amount becomes due, Transporter may charge interest on the unpaid portion of the invoice. Such interest charges shall accrue for each day beginning the thirteenth (13th) day after the date of the invoice at the rate of interest prescribed by §154.501 of the FERC's Regulations, or successor basis. Transporter may, on a nondiscriminatory basis, exercise its right to waive all or part of any interest charges. Without prejudice to any other rights and remedies available to Transporter under the law and the Service Agreement, Transporter shall have the right to discontinue service under this Tariff without obtaining additional prior approval from the FERC if any charge billed Shipper remains unpaid for thirty (30) days after the due date thereof; provided, however, prior to suspension Transporter shall follow these notification procedures:

20.2.1 First Notice: On or about six (6) days after the due date of any payment, Transporter shall contact Shipper by telephone or other routine communication means to advise that unpaid invoices may lead to suspension of service when more than thirty (30) days past due;

20.2.2 Final Notice: Not less than five (5) days prior to the thirtieth (30th) day after the due date of any payment or five (5) days before Transporter intends to suspend service under this Subsection 20.2, if such suspension will occur more than thirty (30) days after the due date, Transporter shall inform the FERC, interested State utility regulators, and Shipper in writing and delivered by any reliable and expeditious means available, that service shall be suspended.

Provided further, however, that in the event of a bona fide dispute between the parties concerning the amount of the unpaid portion of an invoice, Shipper shall pay the portion of the invoice not in dispute and Transporter shall not suspend service under the notification procedure outlined above when Shipper acts in a timely manner to provide additional information and security for Transporter in accordance with the following procedures:

20.2.2.1 Identify Dispute: Within five (5) days after the due date of any payment, Shipper shall notify Transporter by written correspondence as to the unpaid portion of the invoice that is in bona fide dispute and of all reasons and documentation why Shipper believes payment of such unpaid portion is not now appropriate; and

20.2.2.2 Payment Security: Within thirty (30) days after the due date of any unpaid portion of a disputed invoice, Shipper shall either pay in full the total amount outstanding without prejudice to Shipper's rights to dispute all or part of said amount and subject to return by Transporter of the disputed amount so identified, with interest calculated in accordance with Subsection 20.2, after resolution of that dispute in favor of Shipper or pay the undisputed portion of the amount billed in full and furnish good and sufficient surety bond, guaranteeing payment to Transporter of all amounts ultimately found due after resolution of the dispute, including the amount now in dispute plus the estimated interest calculated in accordance with Subsection 20.2 that accrues until resolution of the dispute, which may be reached either by agreement or judgment of a court of competent jurisdiction. If resolution of the dispute is in favor of Shipper and Shipper furnished a surety bond instead of paying the disputed amount, Transporter shall refund to Shipper the costs incurred in securing that surety bond for this dispute. This Subsection does not apply to ordinary adjustments of underpayment, overpayment or error in billing in accordance with Subsection 20.3.

20.3 Adjustment of underpayment, overpayment or error in billing: If at any time Transporter determines that Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff, and Shipper shall have actually paid the invoices containing such overcharge or undercharge, within thirty (30) days after the final determination thereof (except where otherwise required by statute, rule, regulation or order), Transporter shall refund the amount of any such overcharge, and Shipper shall pay the amount of any such undercharge, both with interest thereon at the then effective rate computed in the same manner as set forth in Subsection 20.2. Interest on overcharges or undercharges shall be calculated from the time such overcharge or undercharge was paid or due to the date of refund or payment, respectively. This Subsection does not apply to payments subject to a bona fide billing dispute in accordance with Subsection 20.2.

20.4 Prior period adjustment time limits should be 6 months from the date of the initial transportation invoice with a 3-month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory, tariff and/or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods.

20.5 Filing fees: Shipper shall reimburse Transporter, within fifteen (15) days of receipt of an invoice, for any and all filing fees incurred by Transporter in connection with the service to be provided Shipper under a Service Agreement.

20.6 Application of Rate Discounts

20.6.1 Reservation Rate Discounts - Any rate discount from a maximum reservation charge granted by Transporter in accordance with the applicable Section of the FERC's Regulations for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations shall apply first to the Gas Technology Institute (GTI) surcharge, followed by the base tariff rate, and last, all Gas Supply Realignment (GSR) surcharges.

20.6.2 Commodity Rate Discounts - Any rate discount from a maximum commodity charge granted by Transporter in accordance with the applicable Section of the FERC's Regulations for any Shipper receiving service pursuant to Part 284 of the FERC's Regulations shall apply first to the base tariff rate, excluding the variable cost component and Take-or-Pay Throughput surcharges on a pro rata basis, and last, to all Gas Supply Realignment (GSR) surcharges.

20.7 Shipper making payment should submit supporting documentation; Transporter receiving payment should apply payment per supporting documentation provided by the paying Shipper; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two business days of the payment due date.

21. INSOLVENCY/PERFORMANCE PROVISION

21.1 Transporter shall not be required to perform or continue service under this Tariff on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate creditworthiness based upon the criteria provided in Subsection 7.7 of these General Terms and Conditions on an ongoing basis. Provided, however, such Shipper may receive service under this Tariff if Shipper provides an advance deposit, a standby irrevocable letter of credit, a security interest in collateral found to be satisfactory to Transporter or a guarantee, satisfactory to Transporter, by another person or entity that satisfies the credit evaluation in an amount equal to the cost of performing the service requested by Shipper for three (3) months of highest estimated usage, unless otherwise agreed. For purposes of this Tariff, the insolvency of a Shipper shall be evidenced by the filing by such Shipper or any parent entity thereof (hereinafter collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

21.2 Transporter shall not be required to perform or continue service on behalf of any Shipper that fails to comply with any terms of Transporter's applicable Rate Schedule and all terms of Shipper's Service Agreement with Transporter.

22. POSSESSION OF GAS

Shipper shall be in exclusive control and possession of the gas until such gas has been received by Transporter at the point(s) of receipt and after such gas has been delivered by Transporter at the point(s) of delivery. Transporter shall be in exclusive control and possession of such gas while it is in Transporter's pipeline system. Transporter's responsibility with respect to Shipper's gas shall be deemed to be met if Transporter exercises ordinary care in protecting such gas.

23. PIPELINE SERVICE OBLIGATIONS

23.1 Any Shipper having a right to firm transportation capacity prior to the implementation of this Tariff shall be allowed to reduce its firm transportation capacity prior to the effectiveness of this Tariff if another Shipper can be found who is willing to reserve that capacity for the same or longer term by executing a Service Agreement under which that Shipper will pay the maximum rate applicable to the firm service. In the event such a replacement Shipper is found, Transporter shall have automatic abandonment authority for its service obligation under Section 284.14(e) of the FERC's Regulations, to the extent of such reduction or termination. If no such replacement Shipper is found, the existing firm transportation capacity holder shall be required to retain the firm transportation capacity to which it has a right and to be bound by the terms of Rate Schedule FT-1 as it applies to such capacity.

23.2 After restructuring under Order No. 636, et seq., is implemented through the effectiveness of this Tariff, Transporter shall have pregranted automatic abandonment authority for its pipeline service obligations upon termination of a Service Agreement for transportation and/or storage service in accordance with the following:

23.2.1 For firm Service Agreements with a term of at least five (5) years: Shipper may exercise its unilateral right to rollover the Service Agreement at the maximum rates. If no unilateral rollover right is exercised at the maximum rates, Shipper shall have a right of first refusal as described in Subsection 23.4. If Shipper does not exercise its right of first refusal in accordance with Subsection 23.4, Transporter's service obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.

23.2.2 For firm Service Agreements with a term of from one (1) year to five (5) years: Shipper shall have a right of first refusal as described in Subsection 23.4. If Shipper does not exercise its right of first refusal in accordance with Subsection 23.4, Transporter's service obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.

23.2.3 For firm Service Agreements with a term of one (1) year or longer: Transporter and Shipper may agree, on a nondiscriminatory basis, to Service Agreement extension rights including rollovers and other mutually agreeable extensions; provided, that all such extension rights shall be agreed upon at the time the initial Service Agreement is executed. Transporter and Shipper may agree upon the term, quantity(ies) and/or rate(s) that shall apply during any such extension. A Shipper who chooses to retain its firm capacity, pursuant to this Subsection, must so notify Transporter of its desire to execute a new Service Agreement for the agreed upon term, quantity(ies) and/or rate(s). Such notification shall occur no less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement. If the Service Agreement is not extended at the agreed upon term, quantity(ies) and/or rate(s), Shipper shall have a right of first refusal as described in Subsection 23.4.

If Shipper does not exercise its right of first refusal in accordance with Subsection 23.4, Transporter's service obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.

23.2.4 For firm Service Agreements with a term of less than one (1) year: Transporter may exercise its right of pregranted automatic abandonment upon expiration of the Service Agreement and there shall be no right of first refusal or rollover, unless agreed to in writing in the original Service Agreement executed by Shipper and Transporter.

23.2.5 For interruptible Service Agreements: Transporter may exercise its right of pregranted automatic abandonment upon expiration of the Service Agreement and there shall be no right of rollover unless agreed to in writing in the original Service Agreement executed by Shipper and Transporter.

23.3 The right of first refusal shall be applicable only to service at the maximum rate under a firm Service Agreement with a term of at least 12 months of consecutive service, except that a maximum rate contract for more than one year, for a service which is not available for 12 consecutive months, would be subject to the right of first refusal.

23.3.1 Service Agreements which include negotiated (except as described in Subsections 43.4 and 43.5 of these General Terms and Conditions), seasonal (except as described in Subsection 23.3), limited term service (except as described in Subsections 10.6 and 10.7) and/or discounted rates shall not be eligible for the right of first refusal.

23.3.1.1 Notwithstanding the provisions of Subsection 23.3.1, Service Agreements which include agreed upon extension rights, as described in Subsection 23.2.3, shall have a right of first refusal pursuant to Subsection 23.2.3.

23.4 To exercise the right of first refusal so as to avoid pregranted automatic abandonment as discussed in this Section 23, firm service Shippers falling into the categories defined by Subsections 23.2.1, 23.2.2, 23.2.3 and 23.3 shall use the following procedures:

23.4.1 For firm Service Agreements with a term of one year or longer that are not limited in rollover rights pursuant to Subsections 10.6 and 10.7 of these General Terms and Conditions, no less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement, a Shipper who chooses to retain its firm capacity must so notify Transporter of its desire to execute a new firm Service Agreement for the maximum rate and for a term at least as long as the term of the expiring firm Service Agreement. Upon notification, Transporter will tender to Shipper a new firm Service Agreement, which Shipper must execute within thirty (30) days of the date of receipt, unless otherwise mutually agreed upon, to become effective upon the termination of such Shipper's currently effective firm Service Agreement. Failure to give such notice

and/or to execute the new firm Service Agreement within the thirty (30) day period will authorize Transporter to offer such firm capacity to others and will result in the automatic abandonment of the current Shipper's entitlement at the end of the existing firm Service Agreement term unless Shipper elects to exercise its right to match bids from others as outlined in Subsection 23.4.5.

23.4.2 Transporter will post all firm capacity released in accordance with Subsection 23.4.1 or Subsection 43.5.1 via an electronic communication mechanism and solicit bids for the released firm capacity. Such bids must be tendered to Transporter within thirty (30) days of such posting in accordance with the procedures specified in Section 10 of these General Terms and Conditions. Such bids must include, at a minimum, the information specified in Subsection 23.4.3. Shippers may submit more than one bid for the released capacity and may submit bids any time during the thirty (30) day posting period. Transporter will post all such bids via an electronic communication mechanism, exclusive of the Bidders' names.

23.4.2.1 Upon expiration of the thirty (30) day bidding period, Transporter will have twenty (20) days to perform an analysis to determine the best offer.

23.4.3 A bona fide bid for released firm capacity may be submitted in accordance with Subsection 7.6 of these General Terms and Conditions via an electronic communication mechanism. Potential Shipper(s) not submitting bids for released firm capacity via an electronic communication mechanism must submit bids using an alternate method acceptable to Transporter, i.e., facsimile, mail, email or hand-delivery. Bids submitted using such alternate method must be tendered on the Uncommitted Capacity Bid Form provided on Transporter's Website. All bids must meet the creditworthiness and prepayment requirements contained in Subsections 7.7 and 10.4.4 of these General Terms and Conditions, respectively.

23.4.4 At the close of the bidding process, Transporter shall determine which bid constitutes the best offer by determining which bid provides the highest economic value to Transporter utilizing a net present value per unit of demand calculation. Nothing herein shall require Transporter to accept a bid which would involve a discounted rate for the acquired service. The net present value calculation, as detailed in Subsection 10.4 of these General Terms and Conditions, will be considered along with an analysis of operational considerations, as detailed in Subsection 10.1 of these General Terms and Conditions, to determine the best offer.

23.4.5 Upon notification, the original Shipper shall have the option, to be exercised within thirty (30) days of Transporter determining which bid constitutes the best acceptable bid as detailed in Subsection 23.4.4 to execute a firm Service Agreement with Transporter which matches the bid constituting the highest economic value to Transporter. If the original Shipper declines to exercise this option, Transporter shall proceed to execute a Service Agreement with the potential Shipper who submitted the best acceptable bid. Upon execution of a firm Service Agreement with such acquiring Shipper, Transporter will post the details of the winning bid via an electronic communication mechanism.

23.4.6 If, upon expiration of the bidding period described in Subsection 23.4.2, no acceptable bid for the released firm capacity is received, upon notification of same, the original Shipper shall have the option, to be exercised within thirty (30) days of Transporter determining that no acceptable bid has been received, of executing a firm Service Agreement with Transporter, at the maximum rate, for any term requested by such Shipper. If the original shipper fails to execute a firm Service Agreement within thirty (30) days, the Right of First Refusal shall expire.

24. ODORIZATION

As between Transporter and Shipper, Transporter shall have no obligation whatsoever to odorize the natural gas received or to maintain any odorant levels in such natural gas. Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage, including costs and attorneys' fees, whether or not such liability, loss or damage arises out of any demand, claim, action, cause of action, and/or suit brought by Shipper or by any person, association or entity, public or private, that is not a party to the Service Agreement, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees and/or contractors as a direct or indirect result of any actual or alleged failure by Shipper, Transporter and/or any other person, association, or entity, public or private, to odorize the gas or to maintain any odorant levels in such gas.

25. FORCE MAJEURE

Force majeure: In the event of either Party being rendered wholly or in part by force majeure unable to carry out its obligations under the Service Agreement, the obligations of the Parties hereto, insofar as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused. Such causes or contingencies affecting the performance of said Service Agreement by either Party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said Service Agreement relieve either Party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either Party of liability unless such Party shall give notice and full particulars of the same in writing or by telephone to the other Party as soon as possible after the occurrence relied on. If volumes of Shipper's gas are destroyed while in Transporter's possession by an event of force majeure, the obligations of the Parties under the Service Agreement shall terminate with respect to the volumes lost.

The term "force majeure" as employed herein shall include, but shall not be limited to, acts of God, strikes, lockouts or other industrial disturbances, failure to perform by any third party, which performance is necessary to the performance by either Transporter or Shipper under the Service Agreement, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrest and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, sudden partial or sudden entire failure of Transporter's gas supply, failure to obtain materials and supplies due to governmental regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the Party claiming suspension, and which by the exercise of due diligence such Party is unable to overcome; provided that the exercise of due diligence shall not require settlement of labor disputes against the better judgment of the Party having the dispute.

The term "force majeure" as employed herein shall also include, but shall not be limited to, inability to obtain or acquire, at reasonable cost, grants, servitudes, rights-of-way, permits, licenses, or any other authorizations from third parties or agencies (private or governmental) or inability to obtain or acquire at reasonable cost necessary materials or supplies to construct, maintain, and operate any facilities required for the performance of any obligations under the Service Agreement, when any such inability directly or indirectly contributes to or results in either Party's inability to perform its obligations. The term "force majeure" as employed herein shall not include failure of Shipper's gas supply.

26. WARRANTY

Each Party warrants that the title to all gas received and/or delivered to the other Party hereunder will at the time of receipt and/or delivery be free from all liens and adverse claims, and each Party shall indemnify the other Party against all damages, costs, and expenses of any nature whatsoever arising from every claim against said gas.

27. INDEMNIFICATION

27.1 Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever occurring in connection with or relating in any way to the Service Agreement, including costs and attorneys' fees, whether or not such liability, loss or damage results from any demand, claim, action, cause of action, or suit brought by Shipper or by any person, association or entity, public or private, that is not a Party to the Service Agreement, where such liability, loss or damage is suffered by Transporter, its officers, agents, employees or contractors as a direct or indirect result of any breach of the Service Agreement or sole or concurrent negligence or gross negligence or other tortious act(s) or omission(s) by Shipper or the officers, agents, employees or contractors of Shipper.

27.2 Notwithstanding anything to the contrary in the Service Agreement, Shipper agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including costs and attorneys' fees, suffered by Transporter, its officers, agents, employees or contractors, where such liability, loss or damage arises directly or indirectly out of any demand, claim, action, cause of action or suit brought by any person, association or entity, public or private, asserting ownership of or an interest in the natural gas tendered for transportation, or storage services.

28. NOTICES

Any notice, request, demand, statement or bill provided for in this Tariff or in a Service Agreement, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly rendered or delivered when mailed by post-paid mail, sent via an acceptable electronic communication mechanism, or by such other method mutually agreed upon between the parties, and addressed to said Party at the appropriate address specified in the Service Agreement, or at such other address as either Party may designate in writing.

29. ASSIGNMENT

Any entity which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. Shipper may, without relieving itself of its obligations under a Service Agreement, assign any of its rights to an entity with which it is affiliated, but otherwise, no assignment of such Service Agreement, or of any of the rights or obligations thereunder, shall be made unless there first shall have been obtained the prior written consent thereto of Transporter, however, such consent shall not unreasonably be withheld. Transporter reserves the right to evaluate and approve the creditworthiness of the new entity in accordance with these General Term and Conditions. If the assignee does not satisfy the creditworthiness provisions, such Service Agreement shall remain with the original Shipper. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security of its indebtedness. This Section shall not be construed as prohibiting a Shipper from participating in the firm capacity release mechanism described in Section 16 of these General Terms and Conditions.

30. NON-WAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of this Tariff or a Service Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

31. JOINT OBLIGATIONS

31.1 When two or more persons are Shipper under the same Service Agreement, an agent will be designated and authorized to act on behalf of all such persons.

31.2 When Shipper under a Service Agreement consists of two or more persons, the obligations of such persons under such Service Agreement shall be joint and several and, except as otherwise provided, any action that is to be taken by Shipper shall be taken by persons jointly.

32. APPLICATIONS FOR AUTHORITY AND CERTIFICATES OF PUBLIC CONVENIENCE AND
NECESSITY

32.1 Transporter and each Shipper shall proceed with diligence to file applications with the FERC and other governmental authorities for any authorizations necessary to carry out their respective obligations hereunder or under any Service Agreement incorporating these General Terms and Conditions.

32.2 Each Party's obligations under a Service Agreement incorporating these General Terms and Conditions are conditioned upon each Party obtaining from governmental authorities having jurisdiction such authorization as may be necessary, in form and substance satisfactory to the Party applying therefor. Neither Transporter nor any Shipper shall be required to accept any authorization which contravenes, nullifies, or is contrary to any provisions hereof or of such Service Agreement.

33. ATTRIBUTION OF COSTS

33.1 Attribution of costs: If, by an order, opinion, approval of a settlement of any of Transporter's rate cases, or otherwise, the FERC directly or indirectly requires changes in the costs attributable to services provided by Transporter hereunder or the rate form in which such costs are recovered, then, as of the effective date of such change in attribution or rate form, the applicable rate(s) hereunder shall be changed to reflect the full recovery from Shipper of all costs attributed to the services provided hereunder or to reflect any new rate form.

33.2 Changes in rate(s): Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes.

34. SCHEDULES AND AGREEMENTS SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions, and the respective obligations of the Parties under the Service Agreements are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

35. FUEL AND ELECTRIC POWER REIMBURSEMENT ADJUSTMENT PROVISION

35.1 Applicability: This Section of the General Terms and Conditions constitutes a Fuel and Electric Power Reimbursement Adjustment Provision that specifies the procedure to be utilized to adjust the percentages for fuel reimbursement and rates for electric power reimbursement for services rendered in conjunction with applicable Rate Schedules contained in this Tariff, to reflect: (a) changes in Transporter's current percentage of fuel reimbursement and cost of electric power per unit of relevant service provided in Subsections 35.3 and 35.5 and (b) recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts provided in Subsections 35.4 and 35.6 hereof. Subsections 35.3 and 35.4 do not apply to Line Sections 27 and 28.

35.2 Effective Dates:

35.2.1 The effective dates of Transporter's annual and semiannual fuel and electric power reimbursement adjustments (adjustment dates) to reflect changes in Transporter's fuel and electric power reimbursements per unit of relevant service shall be April 1 (annual) and October 1 (semiannual), of each year.

35.2.2 Transporter's adjustment for recovery of the balance in the Fuel and Electric Power Reimbursement Deferral Accounts shall be the twelve (12) month period beginning April 1 of each year as described in Subsections 35.4 and 35.6, hereof.

35.3 Fuel Reimbursement Current Percentage:

35.3.1 The Fuel Reimbursement Current Percentage applicable to storage and/or transportation services shall reflect the projected level of Transporter's system average fuel reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 35.3.2 hereof.

35.3.2 The Fuel Reimbursement Current Percentage per unit of storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total storage and/or transportation Fuel Use and Lost and Unaccounted For Gas quantities, as applicable, by the total Projected Quantities (i.e., Transportation receipts and Storage injections and/or withdrawals), as applicable, for the effective period.

35.3.2.1 The Fuel Reimbursement Current Percentage of gas per unit of contract storage service shall be determined by first apportioning Transporter's projected Storage Fuel Use and Lost and Unaccounted For Gas for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities. The Fuel Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Fuel Use and Lost and Unaccounted For Gas quantities so apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Storage.

35.3.2.2 The Fuel Reimbursement Current Percentage per unit of transportation service shall include the total Projected Transportation Fuel Use and Lost and Unaccounted For Gas quantities and the portion of Transporter's Projected Storage Fuel Use and Lost and Unaccounted For Gas not allocated to contract storage service as described in Subsection 35.3.2.1 hereof. The Fuel Reimbursement Current Percentage per unit of transportation service shall then be calculated by dividing the sum of the Transportation and System Storage Fuel Use and Lost and Unaccounted For Gas quantities by the Projected Transportation Quantities for the effective period to calculate the Fuel Reimbursement Current Percentage-Transportation.

35.3.3 The resulting Fuel Reimbursement Current Percentage-(Storage and/or Transportation) shall be added to the Fuel Reimbursement Deferral Percentage-(Storage and/or Transportation), as determined in accordance with Subsection 35.4 hereof, to calculate the Total Fuel Reimbursement Percentage-(Storage and/or Transportation).

35.4 Fuel Reimbursement Deferral Percentage:

35.4.1 The Fuel Reimbursement Deferral Percentage-(Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Fuel Reimbursement Deferral Account-(Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 35.2, by the applicable Projected Quantities.

35.4.1.1 Any dollar amounts included in the balances in the Fuel Reimbursement Deferral Account-(Storage and/or Transportation), including any prior period adjustments, shall be converted to volume equivalents and incorporated into the Fuel Reimbursement Deferral Percentage-(Storage and/or Transportation), as applicable, until all such amounts are fully recovered.

35.4.2 Fuel Reimbursement Deferral Account:

35.4.2.1 Transporter shall establish and maintain subaccounts of the Fuel Reimbursement Deferral Account-(Storage and/or Transportation), as applicable, to accumulate under-recovered and/or over-recovered fuel quantities. The accumulated balance of each deferral subaccount may include the following:

35.4.2.1.1 The monthly deferral resulting from Transporter's under- or over-recovery of actual storage and/or transportation fuel reimbursement, as applicable.

35.4.2.1.1.1 Transporter shall first determine the actual monthly Storage and/or Transportation Fuel Use and Lost and Unaccounted For Gas quantities. Storage Fuel Use and Lost and Unaccounted For Gas quantities shall be then allocated to contract storage injections and/or withdrawals based on the ratio of the sum of actual contract storage injections and/or withdrawals to the total of the actual system storage injections and/or withdrawals and actual contract storage injections and/or withdrawals.

35.4.2.1.1.2 Transporter shall then determine the actual monthly Transportation and System Storage Fuel Use and Lost and Unaccounted For Gas quantities applicable to transportation (adjusted to include the offset described in Subsections 17.2.8 and 14.5.2.1 of these General Terms and Conditions).

35.4.2.1.1.3 Transporter shall then determine the Storage and/or Transportation Fuel Use and Lost and Unaccounted For Gas quantities recovered by multiplying the Fuel Reimbursement Current Percentage-(Storage and/or Transportation) in effect, as applicable, by the total actual quantity of applicable storage and/or transportation service during that month. The monthly deferral amount shall be the difference between the quantities derived in Subsections 35.4.2.1.1.1 or 35.4.2.1.1.2 and 35.4.2.1.1.3 herein, as applicable.

35.4.2.1.1.4 The Fuel Reimbursement Deferral Account-(Storage and/or Transportation) balance shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Fuel Reimbursement Deferral Percentage-(Storage and/or Transportation), as applicable, in effect each month by the applicable storage and/or transportation quantities of service during that month.

35.4.2.1.2 The storage and/or transportation portion, as applicable, of all fuel reimbursement related out-of-period adjustments.

35.5 Electric Power Reimbursement Current Rate:

35.5.1 The Electric Power Reimbursement Current Rate applicable to storage and/or transportation service rendered shall reflect the projected level of Transporter's system average cost of electric power reimbursement per unit of relevant service during the period the adjustment is to be in effect as specified in Subsection 35.5.2 hereof.

35.5.2 The Electric Power Reimbursement Current Rate per unit of storage and/or transportation service to be recovered by Transporter during the six (6) month effective period shall be calculated by dividing the projected total storage and/or transportation function electric power costs, as applicable, by the total Projected Quantities (i.e., Storage injection and/or withdrawals or Transportation receipts), as applicable, for the effective period.

35.5.2.1 The Electric Power Reimbursement Current Rate per unit of contract storage service shall be determined by first apportioning Transporter's projected storage cost of electric power (Storage Electric Power Cost) for the effective period to contract storage service (i.e., injections and/or withdrawals under Rate Schedules FS-1 and IS-1) based on the ratio of the sum of projected contract storage injections and/or withdrawals (Projected Contract Storage Quantities) to the total of the projected system storage (i.e., Transporter's storage injections and/or withdrawals for maintenance of balancing and line pack) and Projected Contract Storage Quantities. The Electric Power Reimbursement Current Percentage per unit of contract storage service shall then be calculated by dividing the Storage Electric Power Cost apportioned to the contract storage service by the applicable Projected Contract Storage Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Storage.

35.5.2.2 The Electric Power Reimbursement Current Rate per unit of transportation service shall include the projected transportation cost of electric power (Transportation Electric Power Cost) for the effective period and the portion of Transporter's projected storage cost of electric power not allocated to contract storage (System Storage Electric Power Cost) as described in Subsection 35.5.2.1 hereof. The sum of the System Storage Electric Power Cost and the Transportation Electric Power Cost shall be divided by the Projected Transportation Quantities for the effective period to calculate the Electric Power Reimbursement Current Rate-Transportation. System Storage Electric Power Cost is not applicable to the North Badlands or Round Prairie Systems.

35.5.3 The resulting Electric Power Reimbursement Current Rate-(Storage and/or Transportation) shall be added to the Electric Power Reimbursement Deferral Rate-(Storage and/or Transportation), as determined in accordance with Subsection 35.6 hereof, to calculate the Total Electric Power Reimbursement Rate-(Storage and/or Transportation).

35.6 Electric Power Reimbursement Deferral Rate:

35.6.1 The Electric Power Reimbursement Deferral Rate-(Storage and/or Transportation) shall be determined by dividing the applicable balance accumulated in the Electric Power Reimbursement Deferral Account-(Storage and/or Transportation), defined as the net cumulative balance for the deferral period ending three (3) months prior to the effective date of Transporter's annual filing described in Subsection 35.2, by the applicable Projected Quantities.

35.6.2 Electric Power Reimbursement Deferral Account

35.6.2.1 Transporter shall establish and maintain subaccounts of the Electric Power Reimbursement Deferral Account-(Storage and/or Transportation), as applicable to accumulate under-recovered and/or over-recovered electric power costs. The accumulated balance of each deferral subaccount in Account No. 182.3 may include the following:

35.6.2.1.1 The monthly deferral resulting from Transporter's under- or over-recovery of actual storage and/or transportation electric power reimbursement, as applicable.

35.6.2.1.1.1 Transporter shall first determine the actual monthly Storage and/or Transportation Electric Power cost. Transporter shall then determine the allocation of actual monthly Storage Electric Power Cost to contract storage injections and/or withdrawals based on the ratio of the sum of actual contract storage injections and/or withdrawals to the total of the actual system storage injections and/or withdrawals and actual contract storage injections and/or withdrawals.

35.6.2.1.1.2 Transporter shall then determine the actual monthly Transportation and System Storage Electric Power Costs applicable to Transportation.

35.6.2.1.1.3 Transporter shall then determine the Cost of Electric Power for Storage and/or Transportation, recovered by multiplying the Electric Power Reimbursement Current Rate-(Storage and/or Transportation), in effect, as applicable, by the total actual quantity of applicable storage and/or transportation service during that month. Electric power costs applicable to the North Badlands and Round Prairie Systems do not include system storage costs. The monthly deferral amount shall be the difference between the costs derived in Subsections 35.6.2.1.1.1 or 35.6.2.1.1.2 and 35.6.2.1.1.3 herein, as applicable.

35.6.2.1.1.4 The Electric Power Reimbursement Deferral Account-(Storage and/or Transportation) shall be decreased or increased, as applicable, each month by an amount determined by multiplying the Electric Power Reimbursement Deferral Rate-(Storage and/or Transportation), as applicable, in effect each month by the applicable storage and/or transportation quantities of service during that month.

35.6.2.1.2 The storage and/or transportation portion, as applicable, of all electric power reimbursement related out-of-period adjustments.

35.6.2.1.3 Carrying charges on the monthly deferral balance as specified herein.

35.6.2.1.3.1 The carrying charge base shall be the prior month's balance in the applicable Unrecovered Electric Power Reimbursement Deferral Account-(Storage and/or Transportation), net of applicable deferred income taxes and an adjustment necessary to effectuate quarterly compounding of carrying charges.

35.6.2.1.3.2 Transporter shall compute a monthly carrying charge rate utilizing the effective annual FERC-approved interest rate prescribed in Section 154.501 of the FERC's Regulations. Such rate shall be expressed to the nearest one ten-thousandth of 1%.

36. FERC ANNUAL CHARGE ADJUSTMENT PROVISION

36.1 Purpose: Pursuant to Section 3401 of the Omnibus Budget Reconciliation Act of 1986, the FERC instituted a program of assessing annual charges to facilitate recovery of FERC costs incurred each fiscal year. Pursuant to 154.402 of the FERC's Regulations, Transporter intends to recover the charges assessed by the FERC through this Annual Charge Adjustment (ACA) provision and not through an NGA Section 4(e) rate filing. This Section 36 provides for a surcharge applicable to the deliveries of transported gas made by Transporter (excluding deliveries to storage as an intermediate delivery point), under the Rate Schedules identified in Subsection 36.5.

36.2 Applicability: This Section 36 establishes Transporter's ACA to be assessed Shippers receiving applicable services rendered under the Rate Schedules identified in Subsection 36.5 hereof. This Section 36 also specifies the procedures to be utilized in changing the ACA under each such applicable Rate Schedule in order to reflect a change in the FERC authorized ACA unit surcharge.

36.3 The Annual Charge Adjustment: The rates charged under each of the Rate Schedules applicable hereunder as identified in Subsection 36.5 hereof shall be surcharged for the ACA. Such surcharge shall be that ACA unit charge specified in the annual notice issued by the FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge", as made available at <https://www.ferc.gov/industries-data/natural-gas/overview/general-information/annual-charges>. Such ACA unit charge is herein incorporated by reference into Transporter's Tariff. The ACA surcharge shall be effective on the applicable adjustment date provided in Subsection 36.4 hereof without suspension, reduction or refund obligations.

36.4 Adjustment date: The adjustment date under this Section 36 shall be the first day of October following issuance of the notice detailed in Subsection 36.3 hereof, and shall extend to the last day of September the following year. On and after the adjustment date, Transporter shall, in accordance with the provisions of this Section 36, collect the approved ACA surcharge from the affected Rate Schedules.

36.5 Applicable funding services: References in this Section 36 to the applicable Rate Schedules subject to the ACA shall include all transportation services provided by Transporter at rates identified on the applicable sheets of this Tariff.

37. INCONSISTENCIES

In the event of any inconsistencies among these General Terms and Conditions, the Rate Schedules contained in this Tariff and the executed Service Agreement(s) under such Rate Schedules, the provisions of the Rate Schedule shall govern when there is an inconsistency between the General Terms and Conditions and the Rate Schedule and the Service Agreement shall govern when there is an inconsistency between the Rate Schedule and the Service Agreement.

38. INCORPORATION IN RATE SCHEDULES AND GAS SERVICE AGREEMENTS

These General Terms and Conditions are incorporated in and are made a part of Transporter's Rate Schedules contained in this Tariff and any Service Agreement(s) entered into pursuant to such Rate Schedules.

39. LATERAL PIPELINE POLICY

39.1 Transporter will build, acquire and/or install service lateral pipelines, taps and/or metering facilities necessary to provide transportation service to any new or existing Shipper and/or Point Operator, provided:

39.1.1 Transporter determines in its sole discretion it has sufficient unutilized mainline transportation capacity to provide the service requested without impairing the operational integrity of its system, or Transporter has obtained certificate authorizations to expand its mainline capacity by an amount sufficient to allow Transporter to provide the requested service; and

39.1.2 Transporter has or obtains any certificate authorizations necessary to build, acquire and/or install the service lateral pipeline(s), tap(s) and/or metering facilities; and

39.1.3 Shipper(s) or Point Operator, as applicable, agree in writing to reimburse or compensate Transporter for 100% of Transporter's construction, acquisition and/or installation costs (including any associated tax effects) through one or a combination of the following payment methods:

39.1.3.1 Payment of an up-front contribution in aid of construction prior to the commencement of construction, acquisition and/or installation; and/or

39.1.3.2 Payment of a separately stated reservation charge for the new facilities under a firm transportation contract for the use of these facilities; and/or

39.1.3.3 Payment of reservation charges for a new and/or incremental quantity of mainline firm transportation service; and/or

39.1.3.4 Payment through any mutually agreeable method.

39.2 Shippers choosing payment methods described in Subsections 39.1.3.2 and/or 39.1.3.3 shall be required to enter into new or incremental firm transportation contracts for sufficient entitlement and duration to produce an incremental net revenue stream providing a present value equal to or greater than Transporter's construction, acquisition, and/or installation costs (including any associated tax effects). Shipper shall be required to demonstrate creditworthiness as specified in Subsection 7.7 of this Tariff, to support said firm transportation contracts.

39.3 For the purposes of this Section 39, Transporter's construction, acquisition, and/or installation costs shall include, but shall not be limited to: Transporter's design costs, equipment costs, labor costs, material costs, supervision costs, construction financing costs, taxes (whether income or otherwise), filing fees, right-of-way costs and permitting costs. Nothing in this Section 39 shall require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act.

39.4 Nothing in this Section 39 shall prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act. Finally, nothing in this Section 39 shall require Transporter to build any facilities, the construction or operation of which would subject Transporter to the jurisdiction of any state regulatory agency. Transporter reserves the right to seek a waiver of the policy set forth herein, for good cause shown, during any proceeding before the FERC instituted under Section 7 of the Natural Gas Act.

39.5 Unauthorized Connection by an LDC: A local distribution company (LDC) shall not, without Transporter's prior written consent, install facilities to provide natural gas delivery service to a retail consumer or to reconnect service that has been previously terminated at an existing tap where service is not currently metered for Transporter's billing purposes. In the event an LDC installs such facilities without Transporter's prior consent, such installation or reconnection will be considered an unauthorized use of service. Pursuant to Section 18.1 of these General Terms and Conditions, LDC shall furnish to Transporter for billing purposes a statement showing the total quantity of gas delivered to the unmetered tap for the preceding month. Any quantity of gas not reported will be considered an unauthorized use of service. The LDC shall be liable for such unauthorized use of service and must remedy the situation, including but not limited to providing Transporter the necessary information on any physical facilities installed and payment of all charges assessed, within thirty (30) days of either party's discovery of the unauthorized use of service.

39.5.1 Unauthorized Connection Charges: Any costs incurred to repair damage to Transporter's property as a result of the unauthorized use of service described in Subsection 39.5 of these General Terms and Conditions will be billed to the LDC. In addition to any physical damage reimbursement, the LDC shall be charged the sum of the following:

39.5.1.1 Time, material and transportation costs associated with the investigation, correction and/or surveillance of each unauthorized use of service,

39.5.1.2 Estimated transportation charges since the time of the unauthorized use of service at a rate per dkt equivalent to Transporter's maximum Rate Schedule IT-1 rate, plus any Unauthorized Gas Delivery Penalties incurred under Subsection 17.3.1.2, and

39.5.1.3 Any penalties assessed to Transporter by
regulatory or other agencies.

39.5.2 Transporter may, in the exercise of its reasonable
discretion, and on a nondiscriminatory basis, waive any or all
parts of this section. Transporter shall maintain a record of
all such waivers granted to an affiliate. Such record shall
include the basis for Transporter granting the waiver and shall
be posted on Transporters' website.

40. NAESB BUSINESS PRACTICE STANDARDS

Compliance with 18 CFR, Section 284.12

Transporter has adopted the Business Practices Standards, NAESB WGQ Version 4.0, and the standard revised by Minor Correction MC24002 marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference as noted in Subsection 40.2 below. Standards that are not incorporated by reference are identified along with the tariff record in which they are located in Subsection 40.1 below. Standards for which waivers or extensions of time have been granted are identified in Subsection 40.3.

Pursuant to NAESB's Copyright Procedure Regarding Member and Purchaser Self-Executing Waiver as adopted by the NAESB Board of Directors on April 4, 2013, Transporter may publish in its tariff, compliance filings, in communications with customers or stakeholders in conducting day to day business or in communications with regulatory agencies some or all of the language contained in NAESB standards protected by copyright, provided that Seller includes appropriate citations in the submissions.

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40.1 Standards not Incorporated by Reference and their Location in Tariff:

<u>NAESB Standard</u>	<u>Tariff Record</u>
1.3.1	Definition of Terms, 1.6
1.3.2(i)-(vi)	Definition of Terms, 1.65
	Nomination and Scheduling Procedures, 9.1, 9.1.1, 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6, 9.2, 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.3, 9.3.1, 9.3.2, 9.3.3, 9.3.4, 9.3.5, 9.3.6, 9.4, 9.4.1, 9.4.2, 9.4.3, 9.4.4, 9.4.5, 9.4.6, 9.5, 9.5.1, 9.5.2, 9.5.3, 9.5.4, 9.5.5, & 9.5.6
1.3.3	Nomination and Scheduling Procedures, 9.1.5
1.3.4	Nomination and Scheduling procedures, 9.9
1.3.5	Nomination and Scheduling Procedures, 9.10
1.3.9	Nomination and Scheduling Procedures, 9.14
1.3.11	Nomination and Scheduling Procedures, 9.12
1.3.13	Nomination and Scheduling Procedures, 9.13
1.3.14	Definition of Terms, 1.7 & 1.16
1.3.20	Nomination and Scheduling Procedures, 9.8
1.3.21	Nomination and Scheduling Procedures, 9.8
1.3.22(i)-(iii)	Nomination and Scheduling Procedures, 9.1.4.1, 9.6.1, & 9.6.2
1.3.37	Nomination and Scheduling Procedures, 9.1.3.1, 9.2.3.1, 9.3.3.1, 9.4.3.1, & 9.5.3.1
1.3.38	Electronic Communication Mechanisms, 8.1.1 & 8.2.1
1.3.45	Nomination and Scheduling Procedures, 9.1.4.2, 9.2.4.1, 9.3.4.1, 9.4.4.1, & 9.5.4.1

1.3.64	Pooling Service, 41.8
2.3.3	Receipt/Delivery Points, 12.4.2.3.1
2.3.4	Receipt/Delivery Points, 12.4.2.3.1
2.3.5	Receipt/Delivery Points, 12.4.2.3.1
2.3.12	Billings, 18.1.1
2.3.13	Billings, 18.1.2
2.3.14	Measurement, 5.11.4
2.3.16	Receipt/Delivery Points, 12.4.2.3.1
2.3.17	Receipt/Delivery Points, 12.4.2.3
2.3.18	Receipt/Delivery Points, 12.4.2.3
2.3.19	Receipt/Delivery Points, 12.4.2.3
2.3.26	Receipt/Delivery Points, 12.4.2.5
2.3.40	Balancing and Nomination Variance Procedures, 14.9
2.3.44	Balancing and Nomination Variance Procedures, 14.9
2.3.47	Balancing and Nomination Variance Procedures, 14.6.4
3.2.1	Definition of Terms, 1.4
3.3.3	Billings, 18.4 & 18.5
3.3.14	Balancing and Nomination Variance Procedures, 14.3
3.3.15	Payments, 20.4
3.3.17	Payments, 20.7
3.3.18	Payments, 20.1.1
3.3.19	Payments, 20.2.2.1 & 20.2.2.2
5.3.1	Firm Capacity Release Mechanism, 16.4
5.3.2	Firm Capacity Release Mechanism, 16.4.1 & 16.4.2
5.3.3	Firm Capacity Release Mechanism, 16.6.1
5.3.4	Firm Capacity Release Mechanism, 16.6.2
5.3.7	Firm Capacity Release Mechanism, 16.3.2.4
5.3.8	Firm Capacity Release Mechanism, 16.3.2.4
5.3.12	Firm Capacity Release Mechanism, 16.5.2
5.3.13	Firm Capacity Release Mechanism, 16.5.7
5.3.14	Firm Capacity Release Mechanism, 16.5.6
5.3.15	Firm Capacity Release Mechanism, 16.5.7
5.3.16	Firm Capacity Release Mechanism, 16.5.6
5.3.24	Firm Capacity Release Mechanism, 16.5.3
5.3.25	Firm Capacity Release Mechanism, 16.5.6
5.3.26	Firm Capacity Release Mechanism, 16.5.5
5.3.45	Firm Capacity Release Mechanism, 16.3.2.3.1
5.3.53	Firm Capacity Release Mechanism, 16.3.2.4.1
5.3.54	Firm Capacity Release Mechanism, 16.3.2.4
5.3.56	Firm Capacity Release Mechanism, 16.3.2.4
5.3.62	Firm Capacity Release Mechanism, 16.5.5.1

40.2 Standards Incorporated By Reference:

40.2.1 Additional Standards:

General:

Definition:

0.2.5

Standards:

0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:

0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:

0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:

0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:

0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:

0.4.2, 0.4.3

Location Data Download:

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Data Sets:

0.4.4

Storage Information:

Data Sets:

0.4.1

40.2.2 Nominations Related Standards:

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10,
1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18,
1.2.19

Standards:

1.3.6, 1.3.7, 1.3.8, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19,
1.3.22(iv), 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36,
1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.46, 1.3.48,
1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.65,
1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73,
1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

40.2.3 Flowing Gas Related Standards:

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 2.3.11, 2.3.15,
2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.27, 2.3.28, 2.3.29,
2.3.30, 2.3.31, 2.3.32, 2.3.41, 2.3.42, 2.3.43, 2.3.45, 2.3.46,
2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56,
2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64,
2.3.65, 2.3.66

Data Sets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9,
2.4.10, 2.4.11, 2.4.17, 2.4.18

40.2.4 Invoicing Related Standards:

Standards:

3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10,
3.3.11, 3.3.12, 3.3.13, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24,
3.3.25, 3.3.26, 3.3.27

Data Sets:

3.4.1*, 3.4.2, 3.4.3, 3.4.4

40.2.5 Quadrant Electronic Delivery Mechanism Related

Standards:

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9,
4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17,
4.2.18,

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20,
4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30,
4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40,
4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48,
4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58,
4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79,
4.3.80, 4.3.81, 4.3.82, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90,
4.3.91, 4.3.92, 4.3.93, 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98,
4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.104, 4.3.105, 4.3.106,
4.3.107, 4.3.108, 4.3.110

40.2.6 Capacity Release Related Standards:

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.5, 5.3.9, 5.3.10, 5.3.11, 5.3.18, 5.3.19, 5.3.20, 5.3.21,
5.3.22, 5.3.23, 5.3.28, 5.3.29, 5.3.31, 5.3.32, 5.3.33, 5.3.34,
5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42,
5.3.44, 5.4.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52,
5.3.55, 5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62a, 5.3.63, 5.3.64,
5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72,
5.3.73

Data Sets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23,
5.4.24, 5.4.25, 5.4.26, 5.4.27

40.2.7 Cybersecurity Related Standards:

12.2.1, 12.2.2, 12.2.3, 12.2.4, 12.2.5, 12.2.6, 12.2.7, 12.2.8,
12.2.9, 12.2.10, 12.2.11, 12.2.12, 12.2.13, 12.2.14, 12.2.15,
12.2.16, 12.2.17, 12.2.18, 12.2.19, 12.2.20, 12.2.21, 12.2.22,
12.2.23, 12.2.24, 12.2.25, 12.2.26, 12.2.27, 12.2.28, 12.2.29,
12.2.30, 12.2.31, 12.2.32, 12.2.33, 12.2.34, 12.2.35, 12.2.36,
12.2.37, 12.2.38, 12.2.39, 12.2.40, 12.2.41

Standards:

12.3.1, 12.3.2, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8,
12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15,
12.3.16, 12.3.17, 12.3.18, 12.3.19, 12.3.20, 12.3.21, 12.3.22,
12.3.23, 12.3.24, 12.3.25, 12.3.26, 12.3.27, 12.3.28, 12.3.29,
12.3.30, 12.3.31

40.3 Standards for which Waiver or Extension of Time to Comply have
been granted:

<u>NAESB Standard</u>	<u>Waiver or Extension of Time</u>
0.4.1	Extension of Time
1.3.64	Extension of Time
1.4.1	Extension of Time
1.4.2	Extension of Time
1.4.3	Extension of Time
1.4.4	Extension of Time
1.4.5	Extension of Time
1.4.6	Extension of Time
1.4.7	Extension of Time
2.4.1	Extension of Time
2.4.2	Extension of Time
2.4.3	Extension of Time
2.4.4	Extension of Time
2.4.5	Extension of Time
2.4.7	Extension of Time
2.4.8	Extension of Time
3.4.1	Extension of Time
3.4.2	Extension of Time
3.4.3	Extension of Time
3.4.4	Extension of Time
5.4.20	Extension of Time
5.4.21	Extension of Time
5.4.22	Extension of Time
5.4.23	Extension of Time

41. POOLING SERVICE

41.1 Availability: Pooling is available on the basis set forth herein for the aggregation of gas from a receipt point(s) to a single logical pooling point on Transporter's system, and/or the disaggregation of gas from a single logical pooling point on Transporter's system to a delivery point(s).

41.1.1 A Pooling Party(ies) is not required to be a Shipper on Transporter's system and/or hold an executed transportation Service Agreement with Transporter to utilize the pooling service set forth herein. A Pooling Party(ies) is required to submit a Pooling Request Form provided on Transporter's Website via an electronic communication mechanism, facsimile, mail, email or hand delivery.

41.1.2 For a Pooling Party(ies) who is not a Shipper, Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 17, 22, 24, 25, 26, 28, 34 and 40 of these General Terms and Conditions will apply, as applicable. In those instances, the term "Shipper" will be synonymous with "Pooling Party" and the Pooling Party will be subject to the applicable Tariff provisions.

41.2 Applicability and Character of Service: Pooling service hereunder shall apply to all natural gas nominated to a designated pool, as described in Subsection 41.2.1 herein, for aggregation and/or disaggregation. A point identification number (Point ID No.) shall be assigned to each designated pool for purposes of nominations to and/or from each pool. All receipt points associated with a designated pool (associated receipt points) are listed on the Pooling Point link provided via Transporter's Website.

41.2.1 Twelve production area pools and one storage pool have been established for the aggregation and/or disaggregation of natural gas receipts:

41.2.1.1 Bowdoin Pool (Point ID No. 06000) - contains the associated receipt points on Line Section 8.

41.2.1.2 MonDak Pool (Point ID No. 06010) - contains the associated receipt points on Line Section 6.

41.2.1.3 Can-Am Pool (Point ID No. 06020) - contains the associated receipt points on Line Sections 7, 25, and 30.

41.2.1.4 Mid-Dakota Pool (Point ID No. 06030) - contains the associated receipt points on Line Section 1, 2 and 31.

41.2.1.5 Wind River Pool (Point ID No. 06050) - contains the associated receipt points on Line Section 19.

41.2.1.6 Big Horn Pool (Point ID No. 06060) - contains the associated receipt points on Line Sections 17, 18, 20, 21, and 22.

41.2.1.7 Cedar Creek Pool (Point ID No. 06070) - contains the associated receipt points on Line Sections 5, 11, 12 and 13.

41.2.1.8 Powder River Pool (Point ID No. 06090) - contains the associated receipt points on Line Sections 14, 23 and 29.

41.2.1.9 WBI Storage Pool (Point ID No. 06100) - contains the associated receipt points for WBI Aggregate Storage.

41.2.1.10 Grasslands Pool (Point ID No. 06110) - contains the associated receipt points on Line Sections 26 and 35.

41.2.1.11 North Badlands Pool (Point ID No. 06120) - contains the associated receipt points on Line Section 27.

41.2.1.12 Round Prairie Pool (Point ID No. 06130) - contains the associated receipt points on Line Section 28.

41.2.1.13 North Bakken Pool (Point ID No. 06150) - contains the associated receipt point on Line Section 32.

41.2.2 The pool boundaries are reflected on Transporter's System Maps located on Transporter's Website as identified in Part 3 of this Tariff. Proposed changes to the pool boundaries will be submitted to the FERC at least 30 days prior to such changes being implemented.

41.2.3 The associated receipt points, as listed on the Pooling Locations link provided via Transporter's Website, will be updated as needed to reflect the addition of a new receipt point(s) and/or the abandonment of an existing receipt point(s) within the pool boundaries.

41.3 Nomination Procedures: Nominations for pooling service hereunder shall be in accordance with Section 9 of these General Terms and Conditions. The Pooling Party shall be assigned a Pooling Party ID No. to be used for purposes of submitting nominations. Transporter will provide a listing of the Pooling Party(ies) via an electronic communication mechanism.

41.3.1 A Pooling Party may nominate from associated receipt points, in Subsection 41.2.1, or from receipt points not associated with a designated pool (non-associated receipt point(s)) for delivery to the pool. For associated receipt points, the Pooling Party shall nominate from the receipt point(s) to the designated pool without an executed transportation Service Agreement. For non-associated receipt points, the Pooling Party shall nominate from the receipt point(s) to a designated pool utilizing an executed transportation Service Agreement.

41.3.1.1 The Pooling Party shall, at the time of nomination to a designated pool, identify each downstream executed transportation Service Agreement. A Pooling Party may have multiple packages of gas from a receipt point(s), provided the nominations to the designated pool contain the associated downstream executed transportation Service Agreement for each package of gas to be nominated from the pool.

41.3.1.2 Pooling Party(ies) nominating from more than one receipt point to a designated pool may provide rankings and quantities associated with each downstream executed transportation Service Agreement to be utilized for purposes of allocating receipt(s) each day at each receipt point based upon the scheduled nomination(s). In the event no rankings and quantities are provided, Transporter will allocate the scheduled receipt point volumes on a pro rata basis.

41.3.2 Nominations for transportation of gas from a designated pool to a delivery point(s) shall be made under an executed transportation Service Agreement. Shipper shall, at the time of nomination from a designated pool, provide the Pooling Party ID No. of the Pooling Party from which the gas is being received.

Shippers nominating from the pool to more than one delivery point may provide rankings and quantities to be utilized for purposes of allocating delivery(ies) each day at each delivery point based upon the scheduled nomination(s). In the event no rankings and quantities are provided, Transporter will allocate the scheduled delivery point volumes on a pro rata basis.

41.3.3 Nominations to and from a designated pool must balance daily. If volumes nominated by receipt point for aggregation in a designated pool each day do not match volumes scheduled and confirmed for delivery that day from the pool, Transporter shall schedule the lower volume.

41.3.4 Nominations between pooling areas are not permitted except as provided in Subsection 41.3.1 herein. Transfers between Pooling Parties are not permitted.

41.4 Scheduling and Interruption Priority of Service: For purposes of scheduling and interruption, the firm capacity rights of each pool shall be based on the associated receipt point MDRQ's of the downstream executed transportation Service Agreement(s), each as adjusted pursuant to the CAP.

41.4.1 Scheduling and interruption priorities for transportation from an associated receipt point(s) to the designated pool shall be based on the downstream executed transportation Service Agreement used to deliver gas from the pool to the ultimate delivery point(s) in accordance with the priority of service listing in Subsections 9.22 and 9.23 of these General Terms and Conditions.

41.4.2 Scheduling and interruption priorities for transportation from a non-associated receipt point(s) to a designated pool shall be based on the executed transportation Service Agreement used to deliver gas to the designated pool in accordance with the priority of service listing in Subsections 9.22 and 9.23 of these General Terms and Conditions.

41.4.3 Scheduling and interruption priorities for transportation from a designated pool to the ultimate delivery point(s) shall be based on the executed transportation Service Agreement used to deliver gas from such pool to the ultimate delivery point(s) in accordance with the priority of service listing in Subsections 9.22 and 9.23 of these General Terms and Conditions.

41.4.3.1 Scheduling and interruption priorities of gas received from the WBI Storage Pool shall be based on the executed storage Service Agreement(s) utilized to withdraw gas from storage in instances of storage withdrawal capacity constraints and on the executed transportation Service Agreement(s) used to deliver gas from the pool to the ultimate delivery points(s) in instances of pipeline capacity constraints, in accordance with the priority of service listings in Subsections 9.24, 9.25 and 9.22, 9.23 of these General Terms and Conditions, as applicable.

41.4.4 Scheduling and interruption priorities for the transportation of gas that is pooled are the same as that for the transportation of gas that is not pooled.

41.5 Variances and Imbalances: No nomination variances or imbalances shall be created at any pool.

41.5.1 Nomination variances shall be calculated under the downstream executed transportation Service Agreement and shall be deemed to have been created at the physical receipt and/or delivery point(s), as applicable, pursuant to the procedures set forth in Section 14 of these General Terms and Conditions.

41.5.2 Imbalances shall be calculated and cleared under the downstream executed transportation Service Agreement pursuant to the procedures set forth in Section 14 of these General Terms and Conditions.

41.6 Transportation Service Charges: There will be no transportation service charges assessed for transportation of gas from an associated receipt point(s) to a designated pool. Transportation of gas from a non-associated receipt point(s) to a designated pool and/or from a pool to the ultimate delivery point(s) shall be assessed the applicable transportation service charges set forth in the executed Service Agreement under which the gas was transported.

41.7 Indemnification: Pooling Party agrees to indemnify and hold harmless Transporter, its officers, agents, employees and contractors against any liability, loss or damage whatsoever, including costs and attorney's fees occurring in connection with or relating in any way to the pooling service being offered herein, whether or not such liability, loss or damage results from any demand, claim, action, cause of action, or suit brought by Pooling Party or by any other person, association or entity, public or private.

41.8 Title Transfer Tracking: At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking (TTT) services at all points identified by Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location.

41.9 A Title Transfer Tracking Service Provider (TTTSP) is required to submit a TTT Request Form provided on Transporter's Website via an acceptable electronic communication mechanism, facsimile, mail, email or hand delivery. Such form must be completed in full by any TTTSP desiring to provide TTT services to Pooling Party(s) and Shipper(s).

42. SEGMENTATION OF CAPACITY

To the extent operationally feasible, any shipper receiving firm transportation service under Rate Schedule FT-1 may segment its capacity at points of receipt and delivery electronically monitored on a real time basis pursuant to the provisions of this section.

42.1 Segmentation shall be accomplished on Transporter's system by submitting a Segmentation Request Form, provided on Transporter's Website, specifying the desired segmentation point(s) of receipt and delivery. Segmentation requests shall be submitted to Transporter by Shipper via facsimile or other acceptable electronic communication mechanism, as described in Section 8 of these General Terms and Conditions, no less than five (5) business days prior to the day on which Shipper desires such segmentation to be effective.

42.2 Transporter shall grant a segmentation request if the prerequisites for segmentation listed in Subsection 42.4 are met. If the segmentation request involves the release of capacity, the requirements in Section 16 of these General Terms and Conditions shall also apply.

42.3 After approval, the ability to segment on Transporter's system shall be suspended, reduced or terminated only under the following circumstances:

42.3.1 Existence of a critical situation requiring an Operational Flow Order (OFO), as more fully described in Section 15 of these General Terms and Conditions, affecting the segmented transaction. The suspension period shall be for the term of the OFO.

42.3.2 An operational or contractual change on the system that would impair the ability of Transporter to continue the segmented transaction.

42.3.3 A request for uncommitted capacity that would utilize that portion(s) of the system utilized in the segmented transaction. In the event of a request for uncommitted capacity, Transporter shall provide the Shipper using the segmented capacity no less than a one (1) business day notice in advance of suspension, reduction or termination of segmentation.

42.3.4 A new request(s) for segmentation that would utilize that portion(s) of the system utilized in the segmented transaction. In the event of a new request(s) for segmentation, Transporter shall review the existing Shipper's use of the segmented capacity. If during the previous thirty (30) days, the Shipper has not fully utilized its segmented capacity, such segmented capacity shall be reduced to the highest daily usage during that period and the remaining capacity shall be assigned to the new segmentation request(s) in the order such request(s) are received. Transporter shall provide the Shipper no

less than one (1) business day notice that the segmented capacity shall be reduced.

42.4 To maintain system integrity, Transporter has established the following prerequisites for segmentation to ensure Transporter can provide segmentation without detriment to any Shipper's firm transportation service.

42.4.1 Both the physical point of receipt and the physical point of delivery on each request for segmentation must be at or between Shipper's currently effective primary points of receipt and delivery as designated on Shipper's Firm Transportation Service Agreement.

42.4.2 Segmentation capacity may not exceed Shipper's primary capacity on any individual segment.

42.4.3 Segmentation shall be permitted only in the currently effective single-direction of flow, from the primary point of receipt to the primary point of delivery as provided in the Shipper's Firm Transportation Service Agreement.

42.4.4 Segmentation shall be subject to the availability of firm capacity at the requested point(s) of receipt and delivery.

42.4.5 Segmentation shall not adversely impact the direction of gas flow across the various line sections, subsystems, and/or constraint points of Transporter's transmission system.

42.4.6 Segmentation shall not adversely impact Transporter's storage operations.

42.5 Segmentation transactions shall be scheduled in accordance with Section 9 of these General Terms and Conditions.

42.6 Changes to a currently effective primary receipt and/or delivery point(s) will make null and void any previously approved segmentation associated with such points. Therefore, with any subsequent revision(s) to a Shipper's currently effective primary receipt and/or delivery point(s), or any request for uncommitted capacity, Shipper may also concurrently submit a new Segmentation Request Form associated with such revision or request.

42.7 Transporter reserves the right at any time to suspend or restrict segmentation when, in Transporter's sole discretion, such segmentation would result in a degradation of service or pose a threat to the integrity of Transporter's system.

43. NEGOTIATED RATES

43.1 Purpose: This Section 43 allows Transporter and Shipper to negotiate a rate for service under the applicable Rate Schedules contained in this Tariff. The rate or rates to be charged may be negotiated in form and/or level from the maximum-to-minimum ranges set forth on the Notice of Currently Effective Rates of this Tariff.

43.2 Conditions: Implementation of a negotiated rate shall be subject to the following conditions:

43.2.1 Transporter may, at its option, require that Shippers making negotiated rate bids or negotiated rate requests for any available capacity first have an executed Part 284 Service Agreement prior to implementing negotiated rates. Transporter and any Shipper using capacity acquired under a capacity-release arrangement, may mutually agree to convert that Service Agreement to a Service Agreement subject to negotiated rates.

43.2.2 Shipper had access to the Recourse Rate at the time of the execution of the Service Agreement implementing negotiated rates. The Recourse Rate will not be available to either party during the term of a negotiated rate Service Agreement except upon mutual agreement.

43.2.3 Transporter has filed either the applicable Service Agreement or a tariff sheet advising the FERC of such agreement. The numbered tariff sheet will state the exact legal name of the Shipper, the negotiated rate, other applicable charges, the receipt and delivery points, the volume of gas to be transported and the applicable Rate Schedule for service provided at a negotiated rate. The tariff sheet will include a statement affirming that the applicable Service Agreement does not deviate in any material aspect from the Form of Service Agreement in this Tariff. A negotiated rate shipper may amend primary receipt and delivery points pursuant to Section 12.5 of these General Terms and Conditions. All such primary receipt and delivery points are posted on Transporter's Website daily and will not necessitate the refiling of the applicable Service Agreement or tariff sheet with the FERC.

43.2.4 A negotiated rate shipper is additionally subject to all applicable surcharges and any applicable fuel reimbursement charges.

43.3 Impact on Capacity Allocation: For capacity allocation purposes pursuant to Subsection 10.4 and for purposes of evaluating bids pursuant to Subsection 23.4 of these General Terms and Conditions, a Shipper paying a negotiated rate which exceeds the Recourse Rate shall be treated as if the rate paid is equal to the Recourse Rate for such service. Any Shipper, existing or new, paying the Recourse Rate has the same right to capacity as a Shipper willing to pay a higher negotiated rate. Where the negotiated rate is less than the Recourse Rate, the negotiated rate shall be evaluated, for purposes of Subsection 10.4 and 23.4, based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids at the Recourse Rate. If the negotiated rate is higher than the corresponding Recourse Rate, the negotiated rate cannot be used as the price cap for released capacity pursuant to Section 16 of these General Terms and Conditions.

43.4 Service Agreement Extension Rights: For firm Service Agreements with a term of one (1) year or longer, Transporter and Shipper may agree, on a nondiscriminatory basis, to Service Agreement extension rights including rollovers and other mutually agreeable extensions; provided, that all such extension rights shall be agreed upon at the time the initial Service Agreement is executed. Transporter and Shipper may agree upon the term, quantity(ies) and/or rate(s) that shall apply during any such extension. A Shipper who chooses to retain its firm capacity, pursuant to this Subsection, must so notify Transporter of its desire to execute a new Service Agreement for the agreed upon term, quantity(ies) and/or rate(s). Such notification shall occur no less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement. If the Service Agreement is not extended at the agreed upon term, quantity(ies) and/or rate(s), Shipper shall have a right of first refusal as described in Subsection 43.5. If Shipper does not exercise its right of first refusal in accordance with Subsection 43.5, Transporter's service obligation under the Service Agreement shall be automatically abandoned upon expiration of the Service Agreement.

43.5 Right of First Refusal: For purposes of Section 23 of these General Terms and Conditions, a Shipper paying a negotiated rate under a firm Service Agreement with a term of one (1) year or longer shall be eligible to exercise the right of first refusal using the following procedures:

43.5.1 No less than nine (9) nor more than twelve (12) months prior to the expiration of its firm Service Agreement, a Shipper who chooses to retain its firm capacity must so notify Transporter of its desire to execute a new firm Service Agreement at a rate equal to or above the Recourse Rate and for a term at least as long as the term of the expiring firm Service Agreement. Upon notification Transporter will tender to Shipper a new firm Service Agreement, which Shipper must execute within thirty (30) days of the date of receipt, to become effective upon the termination of such Shipper's currently effective firm Service Agreement. Failure to give such notice and/or to

execute the new firm Service Agreement within the thirty (30) day period will authorize Transporter to offer such firm capacity to others and will result in the automatic abandonment of the current Shipper's entitlement at the end of the existing firm Service Agreement term unless Shipper elects to exercise its right to match bids from others as outlined in Subsection 23.4.5.

43.6 Impact on Scheduling and Interruption: For scheduling and interruption purposes pursuant to Subsections 9.22, 9.23, 9.24 and 9.25 of these General Terms and Conditions, a Shipper paying a negotiated rate which exceeds the Recourse Rate for such service shall be treated as if the rate paid is equal to the Recourse Rate for such service.

43.6.1 For scheduling and interruption purposes pursuant to Subsections 9.22.4, 9.22.6, 9.23.4, 9.23.6, 9.24.4, 9.25.1 and 9.25.3 of these General Terms and Conditions, where the negotiated rate is less than the Recourse Rate, the negotiated rate shall be evaluated based on such lower rate and shall be afforded a correspondingly lower priority than higher bids, including bids at the Recourse Rate.

43.7 Impact on Alternate Receipt and Delivery Points: A shipper paying a negotiated rate who utilizes alternate points pursuant to Subsection 12.6 of these General Terms and Conditions shall pay the higher of the negotiated rate or the Recourse Rate, unless otherwise mutually agreed by the parties in writing.

43.8 Transporter will separately account for negotiated rate transactions so that these transactions can be independently identified in future rate proceedings. Additionally, transactions that originate as discounted Part 284 service and are subsequently converted to negotiated rate agreements will be recorded separately from those transactions originated as negotiated rate agreements.

43.9 Treatment of Discounts: A discount-type adjustment to recourse rates for negotiated rate agreements shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment, including requiring that Transporter shall have the burden of proving that any discount granted is required to meet competition.

43.9.1 Transporter shall be required to demonstrate that any discount-type adjustment for negotiated rate agreements does not have an adverse impact on recourse rate shippers by: (i) demonstrating that, in the absence of Transporter's entering into such negotiated rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or (ii) making another comparable showing that the negotiated rate discount contributes more fixed costs to the system than could have been achieved without the discount.

43.9.2 Transporter may also seek to include a discount-type adjustment for negotiated rate agreements that were converted from pre-existing discounted Part 284 agreements to negotiated rate agreements. Such adjustment would be based on the greater of: (i) the negotiated rate revenues received or (ii) the discounted recourse rate revenues which otherwise would have been received.

Forms of Service Agreements - Index

**Part 7
Section**

Form of Service Agreement FT-1	1
Form of Service Agreement FTN-1	2
Form of Service Agreement IT-1	3
Form of Service Agreement FS-1	4
Form of Service Agreement IS-1	5
Form of Service Agreement PAL-1	6

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FT-1
Service Agreement No. _____

THIS SERVICE AGREEMENT, made and entered into as of _____,
by and between WBI ENERGY TRANSMISSION, INC., hereinafter called
"Transporter," and _____, hereinafter called "Shipper."

WHEREAS, Shipper desires firm transportation service from Transporter
pursuant to Subpart _____ [B or G] of Part 284 of the FERC's Regulations
between the receipt and delivery points specified herein up to the receipt
and delivery limits specified below. For Subpart B service, transportation
is being provided on behalf of [None or applicable party]; and

NOW, THEREFORE, for and in consideration of the premises and the mutual
covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Maximum Transportation Quantities. Transportation service
hereunder shall be on a firm basis up to the Maximum Daily Receipt Quantities
(MDRQ) and Maximum Daily Delivery Quantities (MDDQ), as applicable, specified
in total and by receipt and delivery point in Exhibit A, attached hereto and
made a part hereof, each as adjusted daily pursuant to the Capacity
Adjustment Provision (CAP). Shipper's receipt quantities do not reflect the
reimbursement of fuel in-kind. The Total Fuel Reimbursement Percentage per
dkt and the Total Electric Power Reimbursement Rate per dkt in effect for
Rate Schedule FT-1 service on file with the FERC, as same may change from
time to time, shall be applied to the quantities of gas tendered to
Transporter for Shipper's account at the receipt point(s) into Transporter's
transmission facilities, unless otherwise agreed upon in writing by
Transporter. Firm service hereunder shall be available up to the Annual
Receipt Quantity (ARQ) and Annual Delivery Quantity (ADQ), as applicable,
specified in Exhibit A, each as adjusted pursuant to the CAP. The ARQ and
ADQ specified in Exhibit A shall be adjusted accordingly during a leap year.
Point information may be obtained from Transporter's Website.

2. Points of Receipt and Delivery. Shipper agrees to tender gas for
transportation and Transporter agrees to accept up to the MDRQ at the
point(s) of receipt identified in Exhibit A, as adjusted pursuant to the CAP.
Transporter agrees to transport and deliver up to the MDDQ to Shipper (or for
Shipper's account) at the point(s) of delivery identified in Exhibit A, as
adjusted pursuant to the CAP. All pooling points, as described in Subsection
41.2.1 of the General Terms and Conditions, and Imbalance Point ID Nos. 00005
and 00006 are logical points and may be nominated in accordance with the
General Terms and Conditions of Transporter's FERC Gas Tariff.

3. Rate Schedule. Shipper shall each month pay Transporter for
transportation service rendered hereunder at rates established pursuant to
Transporter's Rate Schedule FT-1, or any effective superseding Rate Schedule
on file with the FERC. Such rates shall not be applicable to service
provided pursuant to Section 43 of the General Terms and Conditions of this
Tariff.

4. Negotiated Rate Agreement: Yes _____ No _____

5. Capacity Release Agreement: Yes_____ No_____ If yes, the rights of Shipper hereunder are predicated upon the release of capacity at the rates and terms and conditions described in Offer No._____ and Award No._____. If the release of such capacity is on a volumetric basis, the rate for such release shall not exceed the maximum Volumetric Capacity Release Charge for Rate Schedule FT-1 service on file with the FERC, as same may change from time to time. Such rate limitation shall not be applicable to qualifying volumetric releases pursuant to Subsection 16.10.2 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 17 of this Service Agreement) all of which are by reference made a part hereof.

7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The transportation rates for service hereunder shall be as listed in Exhibit A.

8. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) _____.

9. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term) _____, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

[To the extent that Service Agreement extension rights are agreed to, the following language shall be inserted, as well as any specific terms and conditions that are permitted by Subsection 23.2.3 or 43.4 of the General Terms and Conditions of the Tariff: At the expiration of this Service Agreement, Shipper shall exercise its Service Agreement extension in accordance with WBI Energy Transmission, Inc.'s Tariff.]

10. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct or cash-out, as applicable, any imbalances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.

11. Cancellation of Prior Agreements. When this Service Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties hereto: [None or state applicable agreement]

12. Nominations. Unless otherwise agreed, Shipper shall make nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter is not responsible for ensuring that the scheduled quantities are actually tendered to Transporter at the point(s) of receipt or that calculations of receipt quantities and delivery quantities developed for or by Shipper are correct. Transporter's obligation to transport and deliver gas is limited to the quantity of gas actually scheduled and tendered to Transporter.

13. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at point(s) of receipt or point(s) of delivery.

14. Contract Path and Allocation Between Point(s) of Receipt and Delivery. The contract path and, where deliveries are made at more than one point, the MDRQ to be tendered at each point of receipt among the various delivery point(s) shall be as specified in Exhibit A.

15. Gas Processing. Transporter has the right under its FERC Gas Tariff to accept gas for transportation that does not meet the applicable quality specifications (contained in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff) and make such changes as are necessary to cause the gas to conform to such specifications. Shipper represents that it has the full right and authority to allow the gas being transported to be processed at a gas processing plant and to give the processor title to all liquids and liquefiable hydrocarbons that are removed. Shipper hereby authorizes and gives Transporter full right to receive and tender the gas to a processing plant for processing; and Shipper gives to the processor title to the liquids and liquefiable hydrocarbons which are recovered by the processor as a result of its operations. Shipper shall have no claim to the proceeds from the sale or use of liquids and liquefiable hydrocarbons recovered. To the extent possible, however, the processor will replace corresponding Btu's that have been removed from the gas, such that the total dekatherms of gas received into the plant from Transporter for processing will remain unchanged from the total dekatherms of gas redelivered to Transporter after processing. Shipper agrees to defend, indemnify, and hold harmless Transporter for all claims, causes of actions, lawsuits, or judgments which arise from or are attributable to gas processing and the removal of and subsequent disposal of, liquids and liquefiable hydrocarbons from Shipper's gas. Upon reasonable notice to Transporter, Shipper shall have the right to make alternative arrangements for the processing of the gas.

16. This section to be utilized when necessary to specify other operating provisions.

17. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

18. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

19. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:

Email:

Notices:

Email:

To Transporter:

See Rate Schedule FT-1, Subsection 12.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

20. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

21. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

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

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule FT-1 Service Agreement No. _____
Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Total MDDQ/MDRQ: _____ Equivalent dkt per day

Total ADQ/ARQ: _____ Equivalent dkt per year

	Firm Transportation	Rate Effective	Rate Effective
Transportation Service Components	Rates	Begin Date	End Date
Reservation Charge(s) (Equivalent dkt)	1/	2/	2/
Commodity Charge(s) (dkt)	1/	2/	2/
Schedule Overrun Charge(s) (dkt)	1/	2/	2/
Fuel Reimbursement Percentage(s) (dkt)	1/	2/	2/
Electric Power Reimbursement Rate(s) (dkt)	1/	2/	2/

Receipt Point(s)	Delivery Point(s)/Path 3/	MDRQ/MDDQ
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- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule FT-1 service on file with the FERC, as same may change from time to time. The reservation, scheduled overrun and/or commodity charge will be billed applicable surcharges.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.
- 3/ The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff. If the contract path includes storage as an intermediate receipt and/or delivery point as described in Rate Schedule FT-1, the path shall be designated with an "S".

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FTN-1
Service Agreement No. _____

THIS SERVICE AGREEMENT, made and entered into as of _____,
by and between WBI ENERGY TRANSMISSION, INC., hereinafter called
"Transporter," and _____, hereinafter
called "Shipper."

WHEREAS, Shipper desires No-Notice Firm Transportation service from
Transporter pursuant to Subpart _____ [B or G] of Part 284 of the FERC
Regulations to the delivery points specified herein up to the limits
specified below. For Subpart B service, transportation is being provided on
behalf of [None or applicable party] _____; and

WHEREAS, Shipper has an associated Firm Transportation Service
Agreement under Rate Schedule FT-1; and

WHEREAS, Shipper has an associated Firm Storage Service Agreement under
Rate Schedule FS-1; and

WHEREAS, Shipper has a supply contract(s) in place which, as specified
in Exhibit C, attached hereto and made a part hereof, is capable of making
natural gas available in the amount(s) shown in Exhibit C upon the request of
Transporter; and

NOW, THEREFORE, for and in consideration of the premises and the mutual
covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Service hereunder will be offered for firm delivery of the quantity
of gas needed at the delivery point(s) specified in Exhibit A, attached
hereto and made a part hereof, above or below the daily scheduled quantity of
firm transportation service provided under Rate Schedule FT-1, subject to the
limits specified in 2. Provided, however, that Transporter shall not be
required to execute a Service Agreement under this Rate Schedule for a
Maximum Daily Delivery Quantity (MDDQ) that exceeds Shipper's corresponding
MDDQ under its Rate Schedule FT-1 Service Agreement.

2. Maximum Transportation Quantities. No-Notice Firm Transportation
service hereunder shall be made available at those delivery point(s)
specified in Exhibit A on a firm basis on any given day. In the case where
actual transportation service takes are above the daily scheduled quantity of
firm transportation service, no-notice service shall be made available up to
the lesser of Shipper's unutilized Rate Schedule FS-1 Maximum Storage
Deliverability Quantity (MSDQ), as adjusted pursuant to the Capacity
Adjustment Provision (CAP), designated to serve the particular delivery
point(s) plus the amount of additional gas supply which is received into
Transporter's system, pursuant to the direction of Transporter, and
designated to the particular delivery point(s), or the difference between
scheduled firm deliveries to the particular firm delivery point(s) under Rate
Schedule FT-1 and Shipper's Rate Schedule FT-1 MDDQ, as adjusted pursuant to
the CAP, for the particular delivery point(s). In the case where actual
transportation service takes are below the daily scheduled quantity of firm
transportation service, no-notice service shall be made available up to the
lesser of Shipper's unutilized Rate Schedule FS-1 MSIQ, as specified in
Exhibit A to the Service Agreement and as adjusted pursuant to the CAP, and

the unutilized MSCQ, as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, designated for the particular delivery point or the difference between Shipper's specific daily nominated and scheduled quantity of firm transportation service provided under Rate Schedule FT-1 and the Rate Schedule FT-1 deliveries actually taken by the Shipper. Point information may be obtained from Transporter's Website.

In no event shall Transporter be obligated to receive a quantity of gas at any receipt point in excess of the Maximum Daily Receipt Quantity (MDRQ) specified in Exhibit B, attached hereto and made a part hereof, for such receipt point, as adjusted pursuant to the CAP, nor shall Transporter be obligated to provide no-notice deliveries at any delivery point in excess of the MDDQ specified for such delivery point in Exhibit A, as adjusted pursuant to the CAP.

3. Receipt of Alternate Supplies. Shipper is required to have in place a supply contract(s) which is capable of making available an amount of natural gas equal to the amount by which the total MDDQ specified for service hereunder exceeds Shipper's Rate Schedule FS-1 MSDQ. Exhibit B provides a listing of the receipt point(s), if any, which Shipper has designated for alternate supplies of gas which will be tendered to Transporter up to the MDRQ specified for such point(s) of receipt, as adjusted pursuant to the CAP, upon the request of Transporter to the designated supplying entity(ies). Such alternate supply(ies) must have access to an existing receipt point(s) into Transporter's system within an existing contract path under Shipper's Rate Schedule FT-1 Service Agreement. Exhibit C provides, on a line section by line section basis, the designated priorities of the alternate supplies and the order in which Shipper desires that Transporter contact the supplying entities (if possible) should it become necessary for Transporter to require that additional gas supplies be delivered to Transporter's system to ensure the provision of service hereunder. Line Section designations may be obtained from the System Maps section of Transporter's FERC Gas Tariff.

4. Delivery. Exhibit A specifies the MDDQ at each point of delivery as referred to in Section 2 above.

5. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered hereunder at rates established pursuant to Transporter's Rate Schedule FTN-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

6. Negotiated Rate Agreement: Yes_____ No_____

7. Capacity Release Agreement: Yes_____ No_____ If yes, the rights of Shipper hereunder are predicated upon the release of capacity at the rates and terms and conditions described in Offer No. _____ and Award No. _____. If the release of such capacity is on a volumetric basis, the rate for such release shall not exceed the maximum Volumetric Capacity Release Charge for Rate Schedule FTN-1 service on file with the FERC, as same may change from time to time. Such rate limitation shall not be applicable to qualifying volumetric releases pursuant to Subsection 16.10.2 of the General Terms and Conditions of this Tariff.

8. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FTN-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement) all of which are by reference made a part hereof.

9. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rate for service hereunder shall be as listed on Exhibit A.

10. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) _____.

11. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term) _____, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

[To the extent that Service Agreement extension rights are agreed to, the following language shall be inserted, as well as any specific terms and conditions that are permitted by Subsection 23.2.3 or 43.4 of the General Terms and Conditions of the Tariff: At the expiration of this Service Agreement, Shipper shall exercise its Service Agreement extension in accordance with WBI Energy Transmission, Inc.'s Tariff.]

12. Termination Obligations. Termination of this Service Agreement shall not relieve Shipper of its obligation to pay money due hereunder to Transporter for services rendered.

13. Cancellation of Prior Agreements. When this Service Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties hereto: [None or state applicable agreement]

14. Allocation Between Point(s) of Receipt for Alternate Supplies and Point(s) of Delivery. The allocation of the MDRQ specified for each alternate gas supply receipt point among the various delivery point(s), where deliveries are made at more than one point, shall be as specified on Exhibit B.

15. This section to be utilized when necessary to specify other operating provisions.

16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

17. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:

Email:

Notices:

Email:

To Transporter:

See Rate Schedule FTN-1, Subsection 9.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

19. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

20. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

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

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

(Shipper)

By _____

By _____

(Print or type name)

(Print or type name)

(Print or type title)

(Print or type title)

Rate Schedule FTN-1 Service Agreement No. _____
Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Total MDDQ: _____ Equivalent dkt per day

Associated Firm Transportation Agreement: _____

Associated Firm Storage Agreement: _____

No-Notice Firm				
Transportation Service Components		Rate Effective	Rate Effective	
		Rates	Begin Date	End Date
Reservation Charge(s)	(Equivalent dkt)	1/	2/	2/

Alternate Supply

Receipt Point(s)

MDRQ

EXHIBIT A

Delivery Point(s) MDDQ

- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule FTN-1 service on file with the FERC, as same may change from time to time.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule FTN-1 Service Agreement No. _____
Exhibit B Effective _____

Supersedes Exhibit B dated: _____

Alternate Supply
Receipt Point(s)

Delivery Point(s) &
Contract Path 1/ MDRQ/MDDQ

- 1/ The contract path information provided in this column shall consist of a specification of the line sections on which capacity is contractually committed from the point of receipt to the associated point of delivery. The line section designations shown here reflect the designations shown in the System Maps section of Transporter's FERC Gas Tariff, Fourth Revised Volume No. 1. If the contract path includes storage as an intermediate receipt and/or delivery point as described in Rate Schedule FT-1, the path shall be designated with an "S".

EXHIBIT B

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule FTN-1 Service Agreement No. _____
Exhibit C Effective _____

Supersedes Exhibit C dated: _____

The alternate supplies shown at the receipt point(s) in Exhibits A and B have been prioritized by line section as shown below. Such prioritization specifies the order in which Transporter should make contacts, unless circumstances dictate otherwise, to obtain additional gas supplies to provide service hereunder.

Line Section No.: _____ Priority No. _____
Point ID: _____ MDRQ: _____
Supplier Name: _____
Email: _____
Contact Person: _____
Phone No.: _____
Facsimile No.: _____

Line Section No.: _____ Priority No. _____
Point ID: _____ MDRQ: _____
Supplier Name: _____
Email: _____
Contact Person: _____
Phone No.: _____
Facsimile No.: _____

Line Section No.: _____ Priority No. _____
Point ID: _____ MDRQ: _____
Supplier Name: _____
Email: _____
Contact Person: _____
Phone No.: _____
Facsimile No.: _____

Line Section No.: _____ Priority No. _____
Point ID: _____ MDRQ: _____
Supplier Name: _____
Email: _____
Contact Person: _____
Phone No.: _____
Facsimile No.: _____

Please attach additional sheets if necessary.

EXHIBIT C

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

FORM OF TRANSPORTATION SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IT-1
Service Agreement No. _____

THIS SERVICE AGREEMENT, made and entered into as of _____, by and between WBI ENERGY TRANSMISSION, INC., hereinafter called "Transporter," and _____, hereinafter called "Shipper."

WHEREAS, Shipper desires interruptible transportation service from Transporter pursuant to Subpart _____ [B or G] of Part 284 of the FERC Regulations between the receipt and delivery point(s) specified herein up to the receipt and delivery limits specified below. For Subpart B service, transportation is being provided on behalf of [None or applicable party]; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Transportation service hereunder shall be on an interruptible basis up to the Total Interruptible Delivery Quantity specified in Exhibit A, attached hereto and made a part hereof. Shipper's quantities shown do not reflect the reimbursement of fuel in-kind. The Total Fuel Reimbursement Percentage per dkt and the Total Electric Power Reimbursement Rate per dkt in effect for Rate Schedule IT-1 service on file with the FERC, as same may change from time to time, shall be applied to the quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities, unless otherwise agreed upon in writing by Transporter. Point information may be obtained from Transporter's Website.

2. Interruption. Transportation service rendered hereunder shall be subject to curtailment or interruption when, in Transporter's reasonable discretion and in accordance with established priorities, such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system, or is otherwise necessary to provide authorized firm service.

3. Points of Receipt and Delivery. Shipper agrees to tender gas for transportation and Transporter agrees, on an interruptible basis, to accept receipt quantities (up to the point-specific Interruptible Receipt Quantities) at the point(s) of receipt on Transporter's transmission system identified in Exhibit A. Transporter agrees, on an interruptible basis, to transport and deliver up to the point-specific Interruptible Delivery Quantities to Shipper at the point(s) of delivery identified in Exhibit A.

4. Rate Schedule. Shipper shall each month pay Transporter for transportation service rendered at rates established pursuant to Transporter's Rate Schedule IT-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

5. Negotiated Rate Agreement: Yes _____ No _____

6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule IT-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such

adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement), all of which are by reference made a part hereof.

7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The transportation rates for service hereunder shall be as listed on Exhibit A.

8. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) _____ and ending on (specific date or term) _____ and from month to month thereafter. Upon mutual consent, either Party may terminate this Service Agreement upon thirty (30) days written notice to the other Party pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

9. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct or cash-out, as applicable, any imbalances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.

10. Cancellation of Prior Agreements. When this Service Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties hereto: [None or state applicable agreement]

11. Nominations. Unless otherwise agreed, Shipper shall make nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter is not responsible for ensuring that the scheduled quantities are actually tendered at the point(s) of receipt or that calculations of receipt quantities and delivery quantities developed for or by Shipper are correct. Transporter's obligation to transport and deliver gas is limited to the quantity of gas actually scheduled and tendered to Transporter.

12. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at point(s) of receipt or point(s) of delivery.

13. Allocation Between Point(s) of Receipt and Delivery. The interruptible receipt quantities to be tendered at each point of receipt among the various delivery point(s), where deliveries are made at more than one point, shall be as specified on Exhibit A.

14. Gas Processing. Transporter has the right under its FERC Gas Tariff to accept gas for transportation that does not meet the applicable quality specifications (contained in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff) and make such changes as are necessary to cause the gas to conform to such specifications. Shipper represents that it has the full right and authority to allow the gas being transported to be processed at a gas processing plant and to give the processor title to all liquids and liquefiable hydrocarbons that are removed.

Shipper hereby authorizes and gives Transporter full right to receive and tender the gas to a processing plant for processing; and Shipper gives to the processor title to the liquids and liquefiable hydrocarbons which are recovered by the processor as a result of its operations. Shipper shall have no claim to the proceeds from the sale or use of liquids and liquefiable hydrocarbons recovered. To the extent possible, however, the processor will replace corresponding Btu's that have been removed from the gas, such that the total dekatherms of gas received into the plant from Transporter for processing will remain unchanged from the total dekatherms of gas redelivered to Transporter after processing. Shipper agrees to defend, indemnify, and hold harmless Transporter for all claims, causes of actions, lawsuits, or judgments which arise from or are attributable to gas processing and the removal of and subsequent disposal of, liquids and liquefiable hydrocarbons from Shipper's gas. Upon reasonable notice to Transporter, Shipper shall have the right to make alternative arrangements for the processing of the gas.

15. This section to be utilized when necessary to specify other operating provisions.

16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

17. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:

Email:

Notices:

Email:

To Transporter:

See Rate Schedule IT-1, Subsection 11.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

19. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

20. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

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

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule IT-1 Service Agreement No. _____
Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Interruptible Delivery Quantity: _____ dkt per day

Transportation Service Components	Interruptible	Rate Effective	Rate Effective
	Transportation		
	Rates	Begin Date	End Date
Commodity Charge(s) (dkt)	1/	2/	2/
Schedule Overrun Charge(s) (dkt)	1/	2/	2/
Fuel Reimbursement Percentage(s) (dkt)	1/	2/	2/
Electric Power Reimbursement			
Rate(s) (dkt)	1/	2/	2/

Receipt Point(s) 3/ Delivery Point(s) 3/

- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule IT-1 service on file with the FERC, as same may change from time to time. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper. The commodity charge and scheduled overrun charge will be billed applicable surcharges.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.
- 3/ If Shipper has contracted separately for Rate Schedule FS-1 Firm Storage Service or Rate Schedule IS-1 Interruptible Storage Service to be provided by Transporter, when gas is delivered to and subsequently received from aggregate storage by Shipper, such storage facilities shall be considered an intermediate delivery or receipt (as applicable) and shall be considered a "stop in time" to the transportation transaction.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE FS-1
Service Agreement No. _____

This Service Agreement, made and entered into as of _____, by and between WBI ENERGY TRANSMISSION, INC., hereinafter called "Transporter", and _____, hereinafter called "Shipper".

WHEREAS, Transporter has available firm injection, withdrawal, and storage capabilities at its aggregate storage facilities; and

WHEREAS, Shipper desires firm storage service from Transporter as specified herein, pursuant to Subpart _____ [B or G] of Part 284 of the FERC's Regulations. For Subpart B service, transportation is being provided on behalf of _____ [None or applicable party] _____; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Transporter and Shipper agree as follows:

Transporter agrees to provide firm storage service for Shipper pursuant to Transporter's Rate Schedule FS-1 as specified below.

1. Maximum Storage Quantities. The daily Maximum Storage Injection Quantities (MSIQ) of gas which can be injected into storage and the daily Maximum Storage Deliverability Quantities (MSDQ) which can be withdrawn from storage, each as adjusted pursuant to the Capacity Adjustment Provision (CAP) and up to the Maximum Storage Capacity Quantity (MSCQ) and the maximum Firm Cycle Quantity (FCQ), each as adjusted to reflect the weighted average of the actual Btu content of gas held in storage for such Shipper, which can be injected and/or withdrawn during the injection and/or withdrawal season, respectively, are specified in Exhibit A, attached hereto and made a part hereof. Shipper's quantities shown do not reflect the reimbursement of fuel in-kind. The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt in effect for Rate Schedule FS-1 service on file with the FERC, as same may change from time to time, shall be applied to the quantities of gas injected and/or withdrawn by Transporter for Shipper's account at Transporter's storage facilities, unless otherwise agreed upon in writing by Transporter.

2. Title to any gas stored hereunder resides with Shipper.

3. Rate Schedule. Shipper shall each month pay Transporter for storage service rendered hereunder at rates established pursuant to Transporter's Rate Schedule FS-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

4. Negotiated Rate Agreement: Yes _____ No _____

5. Capacity Release Agreement: Yes _____ No _____ If yes, the rights of Shipper hereunder are predicated upon the release of capacity at the rates and terms and conditions described in Offer No. _____ and Award No. _____. If the release of such capacity is on a volumetric basis, the rates for such release shall not exceed the maximum Volumetric Capacity Release Charges for Rate Schedule FS-1 service on file with the FERC, as same may change from

time to time. Such rate limitation shall not be applicable to qualifying volumetric releases pursuant to Subsection 16.10.2 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

6. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule FS-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 16 of this Service Agreement) all of which are by reference made a part hereof.

7. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for storage service hereunder shall be as listed on Exhibit A.

8. Effective Date. This Service Agreement shall become effective on (specific date or triggering event) _____.

9. Termination Date. This Service Agreement shall continue in full force and effect for a term ending (specific date or term) _____, unless Transporter terminates service prior to that date pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

[To the extent that Service Agreement extension rights are agreed to, the following language shall be inserted, as well as any specific terms and conditions that are permitted by Subsection 23.2.3 or 43.4 of the General Terms and Conditions of the Tariff: At the expiration of this Service Agreement, Shipper shall exercise its Service Agreement extension in accordance with WBI Energy Transmission, Inc.'s Tariff.]

10. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to effectuate a zero storage balance hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.

11. Cancellation of Prior Agreements. When this Service Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties hereto: [None or state applicable agreement]

12. Injections: The dkt of gas injected into storage under Rate Schedule FS-1 will be based on the quantity of gas delivered to Transporter's aggregate storage facilities. The Mcf injected into aggregate storage will be calculated using the weighted average of daily measured Btu content at Transporter's aggregate storage facilities.

13. Withdrawals: Withdrawals from storage under Rate Schedule FS-1 will be based on the actual dkt withdrawn from aggregate storage. The corresponding Mcf and equivalent dkt volume withdrawn from aggregate storage will be calculated using Shipper's rolling weighted average Btu of gas in storage at the time of withdrawal.

14. Storage Records: A single storage account for each Shipper will be maintained detailing total injections, withdrawals and storage balances in Mcf and dkt for all gas that is the subject of this Service Agreement.

15. This section to be utilized when necessary to specify other operating provisions.

16. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

17. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

18. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:

Email:

Notices:

Email:

To Transporter:

See Rate Schedule FS-1, Subsection 11.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

19. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

20. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

In Witness Whereof, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule FS-1 Service Agreement No. _____

Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Maximum Storage Injection Quantity Equivalent dkt per day

April _____
May _____
June _____
July _____

August _____
September _____
October _____

Maximum Storage Deliverability Quantity: _____ Equivalent dkt per day

Maximum Storage Capacity Quantity: _____ Equivalent dkt

Firm Cycle Quantity: _____ Equivalent dkt

EXHIBIT A

<u>Storage Service Components</u>	<u>Firm Storage Rates</u>	<u>Rate Effective Begin Date</u>	<u>Rate Effective End Date</u>
Injection Charge(s) (dkt)	1/	2/	2/
Withdrawal Charge(s) (dkt)	1/	2/	2/
Capacity Reservation Charge(s) (Equivalent dkt)	1/	2/	2/
Capacity Deliverability Charge(s) (Equivalent dkt)	1/	2/	2/
Scheduled Overrun Charge(s)			
Injection (dkt)	1/	2/	2/
Withdrawal (dkt)	1/	2/	2/
Fuel Reimbursement Percentage(s) (dkt)	1/	2/	2/
Electric Power Reimbursement Rate(s) (dkt)	1/	2/	2/

- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule FS-1 service on file with the FERC, as same may change from time to time.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE IS-1
Service Agreement No. _____

This Service Agreement, made and entered into as of _____, by and between WBI ENERGY TRANSMISSION, INC., hereinafter called "Transporter", and _____, hereinafter called "Shipper".

WHEREAS, Transporter from time to time has, or anticipates having, available injection, withdrawal, and storage capabilities at its aggregate storage fields to store all or a portion of the gas which Shipper desires to have stored on an interruptible basis; and

WHEREAS, Shipper desires interruptible storage service from Transporter as specified herein pursuant to Subpart _____ [B or G] of Part 284 of the FERC's Regulations. For Subpart B service, transportation is being provided on behalf of [None or applicable party]; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Transporter and Shipper agree as follows:

Transporter agrees to provide interruptible storage service for Shipper pursuant to Transporter's Rate Schedule IS-1 as specified below.

1. The maximum daily interruptible quantity of gas to be injected into storage (Interruptible Injection Quantity), the maximum daily interruptible quantity of gas to be withdrawn from storage (Interruptible Withdrawal Quantity), and the maximum gas inventory to be stored by Transporter on behalf of Shipper (Interruptible Capacity Quantity) are specified in Exhibit A, attached hereto and made a part hereof. Shipper's quantities shown do not reflect the reimbursement of fuel in-kind. The Total Fuel Reimbursement Percentage per dkt and Total Electric Power Reimbursement Rate per dkt in effect for Rate Schedule IS-1 service on file with the FERC, as same may change from time to time, shall be applied to the quantities of gas injected and/or withdrawn by Transporter for Shipper's account at Transporter's storage facilities, unless otherwise agreed upon in writing by Transporter.

2. Title to any gas stored hereunder resides with Shipper.

3. Rate Schedule. Shipper shall each month pay Transporter for storage service rendered hereunder at rates established pursuant to Transporter's Rate Schedule IS-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

4. Negotiated Rate Agreement: Yes _____ No _____

5. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule IS-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 14 of this Service Agreement) all of which are by reference made a part hereof.

6. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for storage service hereunder shall be as listed on Exhibit A.

7. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) _____ and ending on (specific date or term) _____ and from month to month thereafter. Upon mutual consent, either Party may terminate this Service Agreement upon thirty (30) days written notice to the other Party pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

8. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to effectuate a zero storage balance hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.

9. Cancellation of Prior Agreements. When this Service Agreement becomes effective, it shall supersede and cancel the following agreement(s) between the Parties hereto: [None or state applicable agreement]

10. Injections: The dkt of gas injected into storage under Rate Schedule IS-1 will be based on the quantity of gas delivered to Transporter's aggregate storage facilities. The Mcf injected into aggregate storage will be calculated using the weighted average of daily measured Btu content at Transporter's aggregate storage facilities.

11. Withdrawals: Withdrawals from storage under Rate Schedule IS-1 will be based on the actual dkt withdrawn from aggregate storage. The corresponding Mcf volume withdrawn from aggregate storage will be calculated using Shipper's rolling weighted average Btu of gas in storage at the time of withdrawal.

12. Storage Records: A single storage account for each Shipper will be maintained detailing total injections, withdrawals and storage balances in both Mcf and dkt for all gas that is the subject of this Service Agreement.

13. This section to be utilized when necessary to specify other operating provisions.

14. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

15. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

16. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:

Email:

Notices:

Email:

To Transporter:

See Rate Schedule IS-1, Subsection 10.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

17. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

18. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

In Witness Whereof, the Parties hereto have executed this Service Agreement as of the day and year first above written.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

Rate Schedule IS-1 Service Agreement No. _____

Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Injection Quantity: _____ dkt per day

Withdrawal Quantity: _____ dkt per day

Capacity Quantity: _____ dkt

<u>Storage Service Components</u>	Interruptible	Rate Effective <u>Begin Date</u>	Rate Effective <u>End Date</u>
	<u>Storage Rates</u>		
Capacity Charge(s) (dkt)	1/	2/	2/
Injection Charge(s) (dkt)	1/	2/	2/
Withdrawal Charge(s) (dkt)	1/	2/	2/
Scheduled Overrun Charge(s)			
Injection (dkt)	1/	2/	2/
Withdrawal (dkt)	1/	2/	2/
Fuel Reimbursement			
Percentage(s) (dkt)	1/	2/	2/
Electric Power Reimbursement			
Rate(s) (dkt)	1/	2/	2/

EXHIBIT A

- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule IS-1 service on file with the FERC, as same may change from time to time. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific term and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; (2) during specified periods of the year or for a specifically defined period; and/or (3) to specified receipt/delivery points, subsystem(s) and/or other defined geographical area(s). A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

(Shipper)

By _____

By _____

(Print or type name)

(Print or type name)

(Print or type title)

(Print or type title)

FORM OF SERVICE AGREEMENT
APPLICABLE TO RATE SCHEDULE PAL-1
Service Agreement No. _____

THIS SERVICE AGREEMENT, made and entered into as of _____, by and between WBI ENERGY TRANSMISSION, INC., hereinafter called "Transporter," and _____, hereinafter called "Shipper."

WHEREAS, Shipper desires interruptible park and loan (PAL) service from Transporter pursuant to Subpart _____ [B or G] of Part 284 of the FERC Regulations at a designated PAL point specified herein up to the receipt and delivery limits specified. For Subpart B service, transportation is being provided on behalf of [None or applicable party] _____; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, Shipper and Transporter agree as follows:

1. Service hereunder shall be on an interruptible basis up to the Total Park and/or Loan Quantities and the point specific park and/or loan quantities specified in Exhibit A, attached hereto and made a part hereof.

2. Interruption. Service rendered hereunder shall be subject to curtailment or interruption when, in Transporter's reasonable discretion and in accordance with established priorities, such curtailment or interruption is necessary due to operating conditions or insufficient pipeline capacity available on Transporter's system, or is otherwise necessary to provide authorized firm and/or interruptible service.

3. Notification. Upon notification by Transporter, Shipper(s) shall be required to suspend and/or reduce quantities for parking and/or loaned gas quantities, and/or Shipper shall be required to remove parked quantities and/or return loaned quantities.

3.1 Transporter shall notify Shipper(s) via telephone, facsimile, email, or by posting on its Website.

3.2 Transporter's notification shall specify the timeframe to remove and/or return such gas quantities. Unless otherwise mutually agreed, the specified timeframe to remove or return such gas quantities shall be three (3) days from the time of Transporter's notification.

3.3 Should Shipper fail to comply with such notification, such applicable gas quantities shall be cleared pursuant to the provisions of Subsection 2.3.3 of Rate Schedule PAL-1.

4. Points of Park and Loan. Shipper agrees to tender gas for parking; Transporter agrees to tender gas for loan. Transporter further agrees, on an interruptible basis, to accept receipt quantities or provide delivery quantities (up to the Quantity) at the PAL point(s) on Transporter's transmission system identified in Exhibit A. Transporter agrees, on an interruptible basis, to redeliver parked quantities to Shipper at the same PAL point(s). Shipper agrees to deliver loaned quantities to Transporter at the same PAL point(s).

5. Rate Schedule. Shipper shall each month pay Transporter for service rendered at rates established pursuant to Transporter's Rate Schedule PAL-1, or any effective superseding Rate Schedule on file with the FERC. Such rates shall not be applicable to service provided pursuant to Section 43 of the General Terms and Conditions of this Tariff.

6. Negotiated Rate Agreement: Yes _____ No _____

7. Incorporation by Reference. This Service Agreement in all respects shall be subject to the provisions of Rate Schedule PAL-1 and to the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff, as such are on file with the FERC (subject to such adjustments to the General Terms and Conditions as may be made pursuant to Section 14 of this Service Agreement), all of which are by reference made a part hereof.

8. Changes in Rates and Terms. Nothing contained herein shall be construed as affecting in any way the right of Transporter to make unilateral changes in the applicable rates, charges, adjustments, terms, conditions, tariffs and rate schedules pursuant to Section 4 of the Natural Gas Act, or any other applicable statute, and the rules and regulations promulgated thereunder. Shipper agrees to pay such rates as may be made effective hereunder without prejudice to the rights of Shipper to contest such changes. The rates for service hereunder shall be as listed on Exhibit A.

9. Term of Agreement. This Service Agreement shall continue in full force and effect for a primary term beginning on (specific date or triggering event) _____ and ending on (specific date or term) _____ and from month to month thereafter. Upon mutual agreement, either Party may terminate this Service Agreement upon thirty (30) days written notice to the other Party pursuant to the provisions of Transporter's FERC Gas Tariff or other applicable authority.

10. Termination Obligations. Termination of this Service Agreement shall not relieve Transporter and Shipper of the obligation to correct any balances hereunder or Shipper of the obligation to pay money due hereunder to Transporter for services rendered.

11. Nominations. Unless otherwise agreed, Shipper shall make nominations in accordance with Section 9 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter is not responsible for ensuring that the scheduled quantities are actually tendered or that calculations of parked quantities and loaned quantities developed for or by Shipper are correct. Transporter's obligation to park gas is limited to the quantity of gas actually scheduled and tendered to Transporter.

12. Notice of Operational Change. Transporter reserves the right to require 24-hours' notice prior to any change in receipts or deliveries at a PAL point(s).

13. This section to be utilized when necessary to specify other operating provisions.

14. Adjustments to General Terms and Conditions. Certain of the General Terms and Conditions are to be adjusted for purposes of this Service Agreement: [None or state adjusted tariff provision]

15. The interpretation and performance of this Service Agreement shall be in accordance with, and controlled by, the laws of the State of North Dakota.

16. Invoices and Notices. Invoices are subject to the General Terms and Conditions of this Tariff including, but not limited to, Section 18 of the General Terms and Conditions. Invoices and notices provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, electronically or if mailed by United States mail, postage prepaid, to the following addresses:

To Shipper:

Invoices:	_____

Email:	_____
Notices:	_____

Email:	_____

To Transporter:

See Rate Schedule PAL-1, Subsection 8.1.

Shipper or Transporter may change the addresses or other information above by written notice to the other without the necessity of amending this Agreement.

17. Third-Party Notices. Either Party may notify the other in writing of the address of the person(s) who shall have authority to act for such Party in connection with this Service Agreement; notices shall thereafter be served upon such person(s). Such delegation shall not relieve the delegating Party of any of its obligations under the Service Agreement.

18. The parties agree that a facsimile or other electronic version of this Agreement, when properly executed and transmitted, shall be considered for all purposes to be an original document, and shall be deemed for all purposes to be signed and constitute a binding agreement. The entire Agreement must be transmitted to Transporter. Upon Transporter's acceptance and execution, an executed copy will be faxed or otherwise electronically transmitted to Shipper.

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

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

(Shipper)

By _____

By _____

(Print or type name)

(Print or type name)

(Print or type title)

(Print or type title)

Rate Schedule PAL-1 Service Agreement No. _____

Exhibit A Effective _____

Supersedes Exhibit A dated: _____

Total Park/Loan Quantity: _____ dkt per day

Associated Transportation Agreement: _____

Associated Storage Agreement: _____

PAL Service Components	Park/Loan Rate	Rate Effective Begin Date	Rate Effective End Date
Commodity Charge(s) (dkt)	1/	2/	2/

Receipt Point(s)	Delivery Point(s)
All OBA Points	All OBA Points

- 1/ Unless otherwise agreed to, the applicable rate for service hereunder is the effective maximum rate for Rate Schedule PAL-1 service on file with the FERC, as same may change from time to time. Should Transporter and Shipper negotiate a specific discount rate, such downward price adjustment shall be for a specific parked and/or loaned quantity and shall apply only if one or more of the following instances occur: (1) specified volumes under such Service Agreement are achieved; and/or (2) for a specifically defined period. A discount agreement which provides for an agreed discount as to a specified volume will not be invalidated if the Shipper transports an incremental volume above that specified volume. Such incremental volume will be priced at a mutually agreeable price between Transporter and Shipper.
- 2/ Unless otherwise noted, rates will be in effect for the term of the Agreement.

WBI ENERGY
TRANSMISSION, INC.
(Transporter)

By _____

(Print or type name)

(Print or type title)

(Shipper)

By _____

(Print or type name)

(Print or type title)

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
 (ALL RATES ARE STATED IN DOLLARS PER DEKATHERM
 OR EQUIVALENT DEKATHERM AS INDICATED)

Shipper -----	Rate Schedule -----	Agreement Effective Date -----	Agreement Termination Date -----	Unit -----	Base Tariff Rate -----	ACA Surcharge C/D/ -----
Sequent Energy Management, L.P.	FT-1 (FT-00850)	9-09-2009	9-08-2034	* **	A/ A/	N.A. B/
Oasis Petroleum Marketing, LLC	FT-1 (FT-01321)	8-01-2016	7-31-2026	* **	1.82500 N.A.	N.A. B/
Liberty Mid- Stream Solutions, LLC	FT-1 (FT-01389)	6-1-2017	5-31-2027	* **	A/ A/	N.A. B/
Oasis Petroleum Marketing, LLC	FT-1 (FT-01463)	9-1-2018	8-31-2028	* **	1.5817 N.A.	N.A. B/
Montana- Dakota Utilities Co.	FT-1 (FT-01468)	11-1-2018	10-31-2028	* **	A/ A/	N.A. B/
Tharaldson Ethanol Plant I, LLC	FT-1 (FT-01469)	11-1-2018	10-31-2028	* **	A/ A/	N.A. B/
ONEOK ROCKIES Midstream, LLC	FT-1 (FT-01517)	09-13-2019	09-12-2029	* **	2.1292 N.A.	N.A. B/
Phillips 66 Company	FT-1 (FT-01539)	11-1-2019	10-31-2029	* **	A/ A/	N.A. B/
Montana- Dakota Utilities Co.	FT-1 (FT-01541)	11-1-2019	10-31-2029	* **	A/ A/	N.A. B/
ONEOK ROCKIES Midstream, LLC	FT-1 (FT-01576)	02-1-2019	01-31-2029	* **	1.52084 N.A.	N.A. B/
Kentex Worland, LLC	IT-1 (IT-00839)	4-1-2024	3-31-2026	* **	N.A. F/	N.A. B/

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
 (ALL RATES ARE STATED IN DOLLARS PER DEKATHERM
 OR EQUIVALENT DEKATHERM AS INDICATED) (Continued)

Shipper -----	Rate Schedule -----	Agreement Effective Date -----	Agreement Termination Date -----	Unit -----	Base Tariff Rate -----	ACA Surcharge C/D/ -----
Andeavor Field Services, LLC	FT-1 (FT-1742)	2-1-2022	1-31-2032	* **	A/ A/	N.A. B/
Zavanna LLC	FT-1 (FT-1743)	2-1-2022	1-31-2032	* **	A/ A/	N.A. B/
Continental Resources	FT-1 (FT-1744)	2-1-2022	1-31-2032	* **	11.55833 A/	N.A. B/
Nesson Gathering System, LLC	FT-1 (FT-1745)	2-1-2022	1-31-2033	* **	10.03750 A/	N.A. B/
Hess Trading Corporation	FT-1 (FT-1746)	2-1-2022	1-31-2033	* **	7.03000 A/	N.A. B/
Blue Flint Ethanol LLC	FT-1 (FT-1805)	7-15-2022	7-14-2032	* **	14.90000 A/	N.A. B/
Montana-Dakota Utilities Co.	FT-1 (FT-009)	6-8-2023	6-7-2032	* **	A/ A/	N.A. B/
ONEOK Rockies Midstream, LLC	FT-1 (FT-1917)	11-1-2023	10-31-2033	* **	A/ A/	N.A. B/
Montana-Dakota Utilities Co.	FT-1 (FT-1928)	11-1-2023	10-31-2033	* **	15.81667 A/	N.A. B/
Black Hills Service Company LLC	FT-1 (FT-1929)	11-1-2023	10-31-2033	* **	15.81667 A/	N.A. B/
ONEOK Rockies Midstream, LLC	FT-1 (FT-1916)	02-1-2024	01-31-2034	* **	2.7375 A/	N.A. B/
Basin Electric Power Cooperative	FT-1 (FT-2000)	7-1-2024	6-30-2034	* **	.015208 A/	N.A. B/
Basin Electric Power Cooperative	IT-1 (IT-865)	7-1-2024	6-30-2034	* **	.0005 A/	N.A/ B/

LIST OF NON-CONFORMING SERVICE AGREEMENT(S)
 (ALL RATES ARE STATED IN DOLLARS PER DEKATHERM
 OR EQUIVALENT DEKATHERM AS INDICATED) (Continued)

Shipper	Rate Schedule	Agreement Effective Date	Agreement Termination Date	Unit	Base Tariff Rate	ACA Surcharge C/D/
-----	-----	-----	-----	----	-----	-----
Montana-Dakota Utilities Co.	(FT-1966)	12-1-2024	11-30-2034	* **	32.24167 A/	N.A. B/

* Rate per Eqv. Dkt per month

** Rate per Dkt

- A/ Unless noted otherwise the applicable rate for service hereunder is the effective maximum rate on file with the FERC, as same may change from time to time.
- B/ Shipper must reimburse Transporter for the ACA surcharge. Such surcharge shall be the ACA unit charge specified in the annual notice issued by the FERC entitled "FY [Year] Gas Annual Charges Correction for Annual Charges Unit Charge."
- C/ Shipper must reimburse Transporter in-kind for transportation fuel use and lost and unaccounted for gas. The applicable percentages are reflected in Part 4, Section 7. These percentages shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- D/ Shipper must reimburse Transporter for electric power used for transportation. The applicable rate is reflected in Part 4, Section 7. This rate shall be applied to the applicable quantities of gas tendered to Transporter for Shipper's account at the receipt point(s) into Transporter's transmission facilities.
- E/ Shipper will pay a negotiated commodity rate of 8 cents/dkt plus applicable surcharges. The minimum level of interruptible transportation revenue during each annual period will be \$235,000 exclusive of any applicable surcharges.
- F/ Shipper will pay a negotiated commodity rate of 21 cents/dkt plus applicable surcharges. The minimum Annual Revenue Commitment during each annual period will be \$383,250 exclusive of any fuel or applicable surcharges. Shipper will also reimburse Transporter for fifty percent of all costs incurred by Transporter for the operation and maintenance of the Pipeline Facilities.