

FERC NGA GAS TARIFF
SEVENTH REVISED VOLUME NO. 1

(Supersedes Sixth Revised Volume No. 1)
of
ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

Filed with the

FEDERAL ENERGY REGULATORY COMMISSION

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PRELIMINARY STATEMENT

Enable Mississippi River Transmission, LLC (MRT) transports natural gas in interstate commerce by means of a natural gas pipeline system and stores natural gas in storage fields which it owns and operates pursuant to authority granted by the Federal Energy Regulatory Commission and its predecessor, the Federal Power Commission. MRT also provides sales service and agency services to Customers.

MRT's Main Line System consists of three high pressure pipelines originating at Perryville, Louisiana and extending through the states of Arkansas and Missouri to points of termination at MRT's Columbia and Meramec Measuring Stations near St. Louis, Missouri. MRT's West Line extends from Harrison County, Texas to Perryville, Louisiana where it interconnects with MRT's Main Line system. MRT's pipeline system also includes the Fountain Hill Line, which connects MRT's Unionville Storage Facilities to its Main Line System, and the East Line, a main trunk line extending into the greater St. Louis area from a point in Clay County in Southeastern Illinois. MRT has interconnects for the receipt of gas from various producing fields, and for the delivery of gas by other pipelines.

MRT's Storage Facilities consist of the East and West Unionville Storage Fields located in Lincoln Parish, Louisiana, and the St. Jacob Storage Field located in Madison County, Illinois.

MRT is committed to providing high quality, reliable services to its Customers at reasonable rates. MRT will provide equal service for all gas transported or stored under each rate schedule in this tariff, and will apply this tariff to all Customers in a manner that is consistent with the Natural Gas Act.

Part III Tariff Map

System	Map
Field Zone	Map
Market Zone	Map

System Map

Select the following link to view the System Map:

<https://pipelines.energytransfer.com/ipost/MRT/tariff/map>

Field Zone Map

Select the following link to view the Field Zone Map:

<https://pipelines.energytransfer.com/ipost/MRT/tariff/field-map>

Market Zone Map

Select the following link to view the Market Zone Map:

<https://pipelines.energytransfer.com/ipost/MRT/tariff/market-map>

Part IV
Currently Effective Rates

Rate Schedule FTS	Currently Effective Rates
Rate Schedule SCT	Currently Effective Rates
Rate Schedule ITS	Currently Effective Rates
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Rate Schedule ISS	Currently Effective Rates
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CURRENTLY EFFECTIVE RATES
 FIRM TRANSPORTATION SERVICE
 Rates Per Dth

<u>RATE SCHEDULE FTS</u>	<u>Base Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Fuel Use</u>	<u>LUFG</u>
For Transportation Between:					
Field Zone and Market Zone Charges:					
- Reservation	\$8.5682	\$8.5682	\$0.0000		
- Usage	\$0.0129	\$0.0129	\$0.0129	0.48%	0.86%
- Authorized Overrun Service	\$0.2946	\$0.2946	\$0.0129	0.48%	0.86%
- Unauthorized Overrun	\$0.5892	\$0.5892	\$0.0129	0.48%	0.86%
Field Zone Only Charges:					
- Reservation	\$2.1220	\$2.1220	\$0.0000		
- Usage	\$0.0031	\$0.0031	\$0.0031	0.19%	0.86%
- Authorized Overrun Service	\$0.0729	\$0.0729	\$0.0031	0.19%	0.86%
- Unauthorized Overrun	\$0.1458	\$0.1458	\$0.0031	0.19%	0.86%
Market Zone Only Charges:					
- Reservation	\$6.4462	\$6.4462	\$0.0000		
- Usage	\$0.0098	\$0.0098	\$0.0098	0.29%	0.86%
- Authorized Overrun Service	\$0.2217	\$0.2217	\$0.0098	0.29%	0.86%
- Unauthorized Overrun	\$0.4434	\$0.4434	\$0.0098	0.29%	0.86%

See Notes for Currently Effective Rates.

CURRENTLY EFFECTIVE RATES
 SMALL CUSTOMER TRANSPORTATION SERVICE
 Rates Per Dth

<u>RATE SCHEDULE SCT</u>	<u>Base Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Fuel Use</u>	<u>LUFG</u>
For Transportation Between:					
Field Zone and Market Zone Charges:					
- Usage	\$0.6680	\$0.6680	\$0.0129	0.48%	0.86%
- Authorized Overrun Service	\$0.6680	\$0.6680	\$0.0129	0.48%	0.86%
- Unauthorized Overrun	\$0.5892	\$0.5892	\$0.0129	0.48%	0.86%
Field Zone Only Charges:					
- Usage	\$0.1653	\$0.1653	\$0.0031	0.19%	0.86%
- Authorized Overrun Service	\$0.1653	\$0.1653	\$0.0031	0.19%	0.86%
- Unauthorized Overrun	\$0.1458	\$0.1458	\$0.0031	0.19%	0.86%
Market Zone Only Charges:					
- Usage	\$0.5027	\$0.5027	\$0.0098	0.29%	0.86%
- Authorized Overrun Service	\$0.5027	\$0.5027	\$0.0098	0.29%	0.86%
- Unauthorized Overrun	\$0.4434	\$0.4434	\$0.0098	0.29%	0.86%

See Notes for Currently Effective Rates.

CURRENTLY EFFECTIVE RATES
 INTERRUPTIBLE TRANSPORTATION SERVICE
 Rates Per Dth

	<u>Base</u> <u>Rate</u>	<u>Maximum</u> <u>Rate</u>	<u>Minimum</u> <u>Rate</u>	<u>Fuel</u> <u>Use</u>	<u>LUFG</u>
<u>RATE SCHEDULE ITS</u>					
For Transportation Between:					
Field Zone and Market Zone Charges:					
- Usage	\$0.2946	\$0.2946	\$0.0129	0.48%	0.86%
- Authorized Overrun Service	\$0.2946	\$0.2946	\$0.0129	0.48%	0.86%
Field Zone Only Charges:					
- Usage	\$0.0729	\$0.0729	\$0.0031	0.19%	0.86%
- Authorized Overrun Service	\$0.0729	\$0.0729	\$0.0031	0.19%	0.86%
Market Zone Only Charges:					
- Usage	\$0.2217	\$0.2217	\$0.0098	0.29%	0.86%
- Authorized Overrun Service	\$0.2217	\$0.2217	\$0.0098	0.29%	0.86%

See Notes for Currently Effective Rates.

CURRENTLY EFFECTIVE RATES
 FIRM STORAGE SERVICE
 Rates Per Dth

	<u>Base Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>
<u>RATE SCHEDULE FSS CHARGES:</u>			
Deliverability	\$1.6368	\$1.6368	-
Capacity	\$0.3695	\$0.3695	-
Injection	\$0.0221	\$0.0221	\$0.0221
Withdrawal	\$0.0221	\$0.0221	\$0.0221
Overrun Service	\$0.7362	\$0.7362	\$0.0221
		<u>Fuel Use</u>	<u>LUFG</u>
Fuel Use and LUFG Percentages	Injection	1.84%	1.03%
	Withdrawal	0.33%	0.62%

See Notes for Currently Effective Rates.

CURRENTLY EFFECTIVE RATES
INTERRUPTIBLE STORAGE SERVICE
Rates Per Dth

	<u>Base Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>
<u>RATE SCHEDULE ISS CHARGES:</u>			
Inventory	\$0.7141	\$0.7141	-
Injection	\$0.0221	\$0.0221	\$0.0221
Withdrawal	\$0.0221	\$0.0221	\$0.0221
Overrun Service	\$0.7362	\$0.7362	\$0.0221
		<u>Fuel Use</u>	<u>LUFG</u>
Fuel Use and LUFG Percentages	Injection	1.84%	1.03%
	Withdrawal	0.33%	0.62%

See Notes for Currently Effective Rates.

CURRENTLY EFFECTIVE RATES
 POOL TRANSFER CHARGES
 Rates Per Dth

FROM POOLING AREA	To Pool Area				
	Main Line Market	Main Line Field	West Line Field	East Line Market	Reticulated Market
Main Line Market	N/A	\$0.2946	\$0.2946	\$0.2217	\$0.2217
Main Line Field	\$0.2946	N/A	\$0.0729	\$0.2946	\$0.2946
West Line Field	\$0.2946	\$0.0729	N/A	\$0.2946	\$0.2946
East Line Market	\$0.2217	\$0.2946	\$0.2946	N/A	\$0.2217
Reticulated Market	\$0.2217	\$0.2946	\$0.2946	\$0.2217	N/A

Charges shown above are maximum applicable charges; minimum charges are \$0.0000.

Fuel Use and LUFG retentions apply to transfers across zones, e.g., Market to Field.

CURRENTLY EFFECTIVE RATES
PARK AND LOAN SERVICE
Rates Per Dth

<u>RATE SCHEDULE PALS</u>	<u>Base Rate</u>	<u>Adjustments</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>
Daily Balance Rate	\$0.2946	--	\$0.2946	\$0.0000
Activity Rate	\$0.2946	--	\$0.2946	\$0.0000

CURRENTLY EFFECTIVE RATES
 Rates Per Dth

NOTES APPLICABLE TO RATES SET FORTH FOR FTS, SCT, ITS, FSS AND ISS

- 1/ The Market Zone consists of the portion of MRT's pipeline system north of, and including, the Glendale Compressor Station.
- 2/ The Field Zone consists of the portion of MRT's pipeline system south of, and including, the Glendale Compressor Station.
- 3/ Rates are additive across zones.
- 4/ Rate Schedule FTS Base Rates include the following Underground Storage cost components:

		Reservation Charge	Usage Charge
Market Zone	Maximum	\$0.0332	-
	Minimum	-	-
Field Zone	Maximum	\$0.0326	-
	Minimum	-	-

- 5/ Where MRT offers discounts for transportation service, MRT's rate components will be discounted in the following order:

FTS

- | | |
|---------------------------------|---|
| a. FTS Reservation
Base Rate | b. FTS Usage
Currently the Base Rate and the ACA
surcharge cannot be discounted |
|---------------------------------|---|

ITS (including overrun) and SCT

Base Rate

Currently the ACA surcharge cannot be discounted

- 6/ LUFG Percentage for transactions utilizing the following facilities listed under Section 29.3(a):
 - a. Line A-327 0.00%
- 7/ Other fees and charges collected pursuant to Section 30.2 of MRT's General Terms and Conditions.
- 8/ The Annual Charge Adjustment (ACA) Surcharge will be applied to the usage components of the Maximum and Minimum Rates in Rate Schedules FTS, SCT and ITS pursuant to Section 21 of MRT's General Terms and Conditions.

Currently Effective Rates
 Negotiated Rates

<u>Shipper</u>	<u>Contract Number</u>	<u>Rate Schedule</u>	<u>Negotiated Rates</u>	<u>Quantity</u>	<u>Point(s) of Receipt</u>	<u>Point(s) of Delivery</u>	<u>Term</u>
WRB Refining, LP	6508	FTS	(1)	(2)	(3)	(4)	(5)
Summit Utilities Arkansas, Inc.	448	FTS	(6)	(7)	(8)	(9)	(10)

The provisions of these negotiated rate agreements do not deviate in any material respect from the Form of Service Agreement in MRT's tariff.

Negotiated rate agreements effective prior to June 1, 2023 are included in whole document format in MRT's FERC NGA Gas Tariff, Third Revised Volume Filed Agreements.

- (1) MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between points specified up to MDQ shall be achieved by adjusting, if required, MRT's then-effective applicable maximum tariff rates to a level which yields charges per Dth no greater than the following.
 Market Zone: Base Daily Reservation Charge of \$0.2119; and Usage Charge of \$0.0098
 Field Zone: Base Daily Reservation Charge of \$0.0698; and Usage Charge of \$0.0031
 The above-specified rates shall not be subject to refund or reduction if they exceed the applicable maximum tariff rates. Customer shall pay a Monthly Reservation Charge each month during the term based on the Dth of MDQ specified in the Agreement, regardless of the quantity of gas transported during the applicable month. Customer shall also pay any applicable Tariff charges, penalties, fees, surcharges and assessments.
- (2) Maximum Daily Quantity (MDQ): 21,537 Dth/D
 Line Capacity:
 West 516 Dth/D
 On any given day, the customer is entitled to the greater of 516 Dth or .5% of available West Line capacity.
 Rate Zone Capacities:
 Field 19,407 Dth/D
 Market 21,537 Dth/D
- (3) Primary Receipt Point(s):
 Perryville Disp - EGT 18,891 Maximum Quantity (Dth/D)
 Sligo 337 Maximum Quantity (Dth/D)
 Waskom - EGT 139 Maximum Quantity (Dth/D)
 Glendale - EGT Mkt Rcpt 2,130 Maximum Quantity (Dth/D)
- (4) Primary Delivery Point(s):
 WRB Refining LP 21,537 Maximum Quantity (Dth/D)
- (5) Primary Term: June 1, 2023 through the end of the day on March 31, 2029.
 This Agreement shall become effective as of June 1, 2023 and shall continue for a primary term ending March 31, 2029; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.
- (6) MRT and Customer agree, pursuant to the terms of this Exhibit B, that the rate which MRT shall bill and Customer shall pay under the Agreement for services between the points specified up to the applicable Maximum Quantities shall be achieved by adjusting, if required, MRT's then-effective applicable maximum Tariff rates to a level which yields a base daily Reservation Charge of \$0.2119 per Dth for the Market Zone and \$0.0698 per Dth for the Field Zone. However, if the zone boundary is moved from Glendale during the Primary Term of the Agreement, MRT may adjust the rate components such that the base daily Reservation Charge on the total MDQ shall be equal to the lesser of \$0.1641 per Dth or the

applicable maximum Tariff rate. Customer shall pay a Monthly Reservation Charge each month during the term specified in (e) below based on the Dth of Rate Zone Capacities specified in the Agreement, regardless of the quantity of gas transported during the applicable month.

Customer shall also pay the applicable Minimum Usage Charge as well as any applicable Tariff Charges, fees, penalties, surcharges and assessments.

- (7) Maximum Daily Quantity (MDQ): 33,448 Dth/D
Line Capacity:
 West 3,457 Dth/D
 On any given day, the customer is entitled to the greater of 3,457 Dth or 3.39% of available West Line capacity.
Rate Zone Capacities:
 Field 21,446 Dth/D
 Market 18,831 Dth/D
- (8) Primary Receipt Point(s):
Proposed point of interconnection to be constructed between MRT and Enable Gas Transmission, LLC in the Perryville Hub (#12993) 8,737 Maximum Quantity (Dth/D)
Glendale - EGT Fld Rcpt (#805547) 9,252 Maximum Quantity (Dth/D)
Sherrill/Gethsem - EGT (#805601) 1,002 Maximum Quantity (Dth/D)
Waskom - EGT (#808527) 1,799 Maximum Quantity (Dth/D)
Sligo (#90386) 1,658 Maximum Quantity (Dth/D)
Noark to MRT_Lawrence (#805548) 11,000 Maximum Quantity (Dth/D)
Storage (#805607) 12,194 Maximum Quantity (Dth/D)
- (9) Primary Delivery Point(s):
Summit Aggregate Field (#805533) 14,617 Maximum Quantity (Dth/D)
Summit Aggregate Market (#805546) 18,831 Maximum Quantity (Dth/D)
- (10) Primary Term: September 1, 2023 through the end of Day on July 31, 2028
Originally November 1, 1993, as amended and restated the later of 1) September 1, 2023 or 2) the first day of the month following the completion of construction and placing in-service of the proposed Primary Receipt Point described on Exhibit A, subject to FERC approval.

This Agreement shall become effective as of the Effective Date described above and shall continue for primary term ending July 31, 2028; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice, or electronically via the Internet, as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

Part V
Rate Schedules

Rate Schedule FTS	Firm Transportation Service
Rate Schedule SCT	Small Customer Transportation Service
Rate Schedule ITS	Interruptible Transportation Service
Rate Schedule FSS	Firm Storage Service
Rate Schedule NNT	No Notice Transportation Service
Rate Schedule ISS	Interruptible Storage Service
Rate Schedule PALS	Park and Loan Service

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the transportation of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer), under the following conditions:
- (a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule FTS service in the form of the service agreement set forth in this tariff (FTS Agreement); and
 - (b) MRT determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to the transportation of gas by MRT pursuant to an FTS Agreement executed by MRT and Customer providing for transportation service each day on a firm basis up to the Rate Zone Capacity(ies), Maximum Quantities and/or Maximum Daily Quantity (MDQ) and shall be subject to the provisions of the FTS Agreement and this tariff. Transportation service provided under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.
- 2.2 Service hereunder shall consist of:
- (a) the receipt of quantities of natural gas by MRT for Customer's account at the receipt point(s) up to the MDQ, Maximum Quantity(ies) and/or the applicable Rate Zone Capacity(ies) exclusive of Fuel Use and LUFG, specified in the FTS Agreement;
 - (b) the transportation of such quantities of natural gas by MRT; and
 - (c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the Maximum Quantity(ies) at the delivery point(s), the MDQ, and/or the applicable Rate Zone Capacity(ies) in accordance with the FTS Agreement.
- 2.3 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

3. PRIMARY RECEIPT AND DELIVERY POINTS

- 3.1 MRT and Customer may add or delete Primary Receipt and Delivery Point(s) to the FTS Agreement from time to time by mutual agreement, subject to the conditions contained in Section 5 of the General Terms and Conditions, provided MRT can provide service at such additional point(s) on a firm basis.
Unless MRT agrees otherwise, the applicable monthly reservation charge shall not be reduced by a change in the Primary Receipt and Delivery Point(s) originally specified in Customer's FTS Agreement.

4. RATES AND CHARGES

- 4.1 All charges for transportation service under this rate schedule shall be stated in the CURRENTLY EFFECTIVE RATES for FIRM TRANSPORTATION SERVICE provided in this tariff.
- 4.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:
- (a) Monthly Reservation Charge - A charge per month equal to the product of the applicable reservation rate(s) and each of Customer's Rate Zone Capacity(ies);
 - (b) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;
 - (c) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month;
 - (d) Unauthorized Overrun Charge – A charge equal to the product of the applicable Unauthorized Overrun rate and any Unauthorized Overrun quantities delivered and/or received by MRT during the billing month; and
 - (e) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.
- 4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth in the CURRENTLY EFFECTIVE RATES for FIRM TRANSPORTATION SERVICE provided in this tariff, provided, however, MRT is entitled to assess a zero charge for the Fuel Use Percentage for transactions that do

not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

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

6. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE SCT
SMALL CUSTOMER TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the transportation of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer), under the following conditions:
- (a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule SCT service in the form of the service agreement set forth in this tariff (SCT Agreement);
 - (b) MRT determines that sufficient capacity exists on its system or parts thereof (including receipt and delivery points) to perform the firm transportation service requested;
 - (c) Customer is a municipality or local distribution company providing natural gas resale service;
 - (d) Customer's Maximum Daily Quantity (MDQ) under a Service Agreement pursuant to this Rate Schedule does not exceed 5,000 Dth per day; and
 - (e) Customer transports 100% of its natural gas supply requirements on the MRT system.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to the transportation of gas on a firm basis by MRT pursuant to an SCT Agreement executed by MRT and Customer up to the Rate Zone Capacity(ies), Maximum Quantities and/or MDQ and shall be subject to the provisions of the SCT Agreement and this tariff. Transportation service provided under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.
- 2.2 Service hereunder shall consist of:
- (a) the receipt of quantities of natural gas by MRT for Customer's account at the receipt point(s) up to the lower of MDQ, Maximum Quantity(ies) and/or the applicable Rate Zone Capacity(ies) exclusive of Fuel Use and LUFG, specified in the SCT Agreement;
 - (b) the transportation of such quantities of natural gas by MRT; and

- (c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the lower of the Maximum Quantity(ies) at the delivery point(s), the MDQ, and/or the applicable Rate Zone Capacity(ies) in accordance with the SCT Agreement.

2.3 A Customer that receives service under this rate schedule shall not transport gas on an interruptible basis (including authorized overrun under Rate Schedule FTS) or transport gas as a Replacement Customer pursuant to Section 14 of the General Terms and Conditions unless the Customer has exhausted its MDQ of firm transportation under its SCT Agreement. The foregoing limitation shall not apply to deliveries for storage injection or service under Rate Schedule ISS. In addition, the Customer shall not receive deliveries of gas from any third party transporters.

2.4 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.

2.5 A Customer may release its firm capacity pursuant to the Capacity Release provisions of this tariff; however, any such release shall convert all of Customer's service under this rate schedule to service under Rate Schedule FTS for the remaining term of the Customer's SCT Agreement.

3. PRIMARY RECEIPT AND DELIVERY POINTS

3.1 MRT and Customer may add or delete Primary Receipt Point(s) and Primary Delivery Point(s) to the SCT Agreement so long as such Delivery Points continue to provide service to such SCT Customer, from time to time by mutual agreement subject to the conditions contained in Section 5 of the General Terms and Conditions, provided, consistent with system constraints, MRT can furnish service at such additional point(s) on a firm basis. Nothing in this provision obligates MRT to modify existing facilities. Unless MRT agrees otherwise, the applicable usage charge shall not be reduced by a change in Primary Receipt and Delivery Point(s) as originally specified in Customer's SCT Agreement.

4. RATES AND CHARGES

4.1 All charges for transportation service under this rate schedule shall be stated in the CURRENTLY EFFECTIVE RATES for SMALL CUSTOMER TRANSPORTATION SERVICE provided in this tariff.

4.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:

- (a) Usage Charge - A charge equal to the product of the applicable usage rate and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;
- (b) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month;
- (c) Unauthorized Overrun Charge – A charge equal to the product of the applicable Unauthorized Overrun rate and any Unauthorized Overrun Quantities delivered and/or received by MRT during the billing month; and
- (d) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth in the CURRENTLY EFFECTIVE RATES for SMALL CUSTOMER TRANSPORTATION SERVICE provided in this tariff.

5. MINIMUM MONTHLY BILL

5.1 Not applicable.

6. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the transportation of natural gas on an interruptible basis by MRT for any party (hereinafter referred to as Customer) that submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule ITS service in the form of the service agreement set forth in this tariff (ITS Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to the transportation of gas by MRT pursuant to an ITS Agreement executed by MRT and Customer providing for transportation service each day on an interruptible basis up to the Maximum Daily Quantity (MDQ) and shall be subject to the provisions of the ITS Agreement and this tariff. Transportation service performed under this rate schedule shall be performed under Subparts B or G of Part 284 of the Commission's regulations.
- 2.2 Service hereunder shall consist of:
- (a) the receipt of such quantities of natural gas by MRT for Customer's account at the receipt point(s) specified in the ITS Agreement at times when system capacity is available up to the MDQ, exclusive of Fuel Use and LUFG;
 - (b) the transportation of such quantities of natural gas by MRT; and
 - (c) the delivery to Customer or for Customer's account of thermally equivalent quantities of natural gas up to the MDQ at the delivery point(s) in accordance with the ITS Agreement.
- 2.3 Service provided by MRT under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Sections 8 and 9 of the General Terms and Conditions.
- 2.4 Service hereunder may be interrupted whenever necessary to provide a higher priority service, or to maintain the integrity of MRT's system or any part thereof.

3. RECEIPT AND DELIVERY POINTS

- 3.1 Each Customer under this rate schedule shall be permitted to utilize all MRT receipt and delivery points.

4. RATES AND CHARGES

- 4.1 All charges for transportation service under this rate schedule shall be stated in the CURRENTLY EFFECTIVE RATES for INTERRUPTIBLE TRANSPORTATION SERVICE provided in this tariff.
- 4.2 For all service rendered under this rate schedule, Customer shall pay MRT the sum of the following:
- (a) Usage Charge - A charge equal to the product of the applicable usage rate(s) and the total quantities of natural gas delivered by MRT at the delivery point(s) during the billing month;
 - (b) Authorized Overrun Service Charge - A charge equal to the product of the applicable authorized overrun rate and any authorized overrun quantities permitted by MRT during the billing month; and
 - (c) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.
- 4.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities transported for Customer as set forth in the CURRENTLY EFFECTIVE RATES for INTERRUPTIBLE TRANSPORTATION SERVICE provided in this tariff, provided, however, MRT is entitled to assess a zero charge for the Fuel Use Percentage for transactions that do not require the use of compression on MRT's system. Such transactions are identified in Section 29.2 of MRT's General Terms and Conditions of its tariff.

5. MINIMUM MONTHLY BILL

- 5.1 Not applicable.

6. TERMINATION OF SERVICE AGREEMENTS

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

7. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE FSS
FIRM STORAGE SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the storage of natural gas on a firm basis by MRT for any party (hereinafter referred to as Customer) under the following conditions:
- (a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule FSS service, in the form set forth in this tariff (FSS Agreement);
 - (b) MRT determines that sufficient capacity exists on its system or parts thereof to provide the firm service requested; and
 - (c) The Customer requesting service must hold either firm or interruptible transportation capacity sufficient to accommodate the Maximum Daily Withdrawal Quantity (MDWQ) permitted for the level of firm storage service it will receive. MRT will permit Customers to use seasonal firm transportation service in conjunction with firm storage service.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to firm storage service rendered under an FSS Agreement executed by MRT and Customer in the form set forth in this tariff. The service shall be subject to the terms of the FSS Agreement and this tariff.
- 2.2 Service hereunder shall consist of:
- (a) The injection of quantities of natural gas into MRT's storage fields for Customer's account, in accordance with Section 3 of this rate schedule;
 - (b) The storage of natural gas for Customer; and
 - (c) The withdrawal of stored quantities of natural gas, in accordance with Section 4 of this rate schedule.
- 2.3 Service provided by MRT under this rate schedule shall be firm and shall not be subject to curtailment, interruption or discontinuance, except as specified in Sections 8 and 9 of the General Terms and Conditions.
- 2.4 Service under Rate Schedule FSS shall be provided through the use of MRT's aggregated storage facilities. Customers shall not be allocated capacity or deliverability from any one specific storage facility.

- 2.5 All deliveries for injection into storage and receipts for withdrawal from storage shall be made at the Unionville Storage Field receipt/delivery point.
- 2.6 Customer may request the right to inject gas into storage during the Withdrawal Period and withdraw gas from storage during the Injection Period, up to its Maximum Stored Quantity and/or its Maximum Daily Withdrawal Quantity, as applicable, subject to the conditions and limitations set forth in this Section 2.6 and Section 4.
- (a) Customer shall be charged the applicable Injection or Withdrawal Charge for such activities to the extent applicable contract limitations are not exceeded.
 - (b) Subject to operational considerations, available capacity and conditions on MRT's system, MRT shall make available to all Rate Schedule FSS Customers up to 125,000 Dth/d for injections during the Withdrawal Period. Each Customer's maximum injection entitlement shall be based on the ratio each Customer's MSQ bears to MRT's overall storage capacity of 31.62 Bcf. At no time shall MRT have an obligation to provide or continue such service if to do so would be inconsistent with the principles set forth in Section 9 of the General Terms and Conditions.
 - (c) For purposes of scheduling, allocations and curtailment pursuant to Sections 7 and 8 of the General Terms and Conditions, injections during the Withdrawal Period and withdrawals during the Injection Period under this Rate Schedule shall have priority over injections and withdrawals under Rate Schedule ISS. As of the date that the FERC Docket No. RP18-923 settlement tariff records become effective, the end dates of the primary terms of Customers' FSS Agreements shall be changed from May 15 to April 30 of the applicable year.
 - (d) Nothing contained in this Section 2.6 shall be construed to limit MRT's right to implement any and all operational controls provided for in Section 9 of MRT's General Terms and Conditions, including, without limitation, MRT's right to issue an Operational Flow Order to require Customer to withdraw all or part of Customer's gas in storage pursuant to the notice provisions contained in said Section 9.
- 2.7 An FSS Agreement must commence at the beginning of the Injection Period and continue for a term of one or more years ending at the end of a Withdrawal Period, unless MRT otherwise agrees.

3. INJECTIONS

- 3.1 Rate Schedule FSS Customers shall inject gas into storage during the Injection Period or as otherwise permitted by MRT, subject to a Maximum Daily Injection Quantity of 1/129 of Customer's MSQ.

"MIQ" or "Maximum Injection Quantity" equals the Customer's total injections scheduled for the current Injection Period. "MSQ" or "Maximum Stored Quantity" equals the stored gas in the Customer's account at the start of the Injection Period plus the Customer's MIQ, not to exceed the Customer's contracted storage capacity.

- 3.2 Each Rate Schedule FSS Customer must provide MRT with written notice of its MIQ by the end of the gas day of May 1 of each year. Once submitted, the MIQ cannot be reduced, but it can be increased effective on the first day of any month during the Injection Period upon thirty (30) days prior written notice to MRT. In no event will a Customer be entitled to exceed the maximum injection rates set forth in Section 3.1 hereof or to exceed its MSQ.

- 3.3 Customers must nominate daily injections in accordance with the nomination procedures and deadlines set forth in Section 8 of the General Terms and Conditions.

4. WITHDRAWALS

- 4.1 Each Rate Schedule FSS Customer shall withdraw its gas from storage during the Withdrawal Period in accordance with the individual storage deliverability curve provided by MRT to such Customer prior to each Withdrawal Period.

- 4.2 Customers must nominate daily withdrawals in accordance with the nomination procedures and deadlines set forth in Section 8 of the General Terms and Conditions.

- 4.3 In order to protect end of season deliverability, MRT reserves the right, when necessary, to require that a total minimum withdrawal rate of 40,000 Dth per day be maintained during March. Under such circumstances, MRT may issue the appropriate Operational Flow Orders pursuant to Section 9 of the General Terms and Conditions.

- 4.4 Except as provided in Section 4.5 below, each Rate Schedule FSS Customer shall be entitled to retain without charge, at the end of the Withdrawal Period, up to 20% of the highest inventory quantity held in storage under the relevant FSS contract during such Withdrawal Period. In the event that a Customer's inventory left in storage at the end of the Withdrawal Period exceeds such 20% limitation, any volumes exceeding such 20% limitation shall be subject to a one-time Overrun Service Charge unless MRT, in consultation with the Customer, agrees otherwise.

- 4.5 Within thirty (30) days of termination of a Rate Schedule FSS Agreement, Customer shall withdraw from storage all gas related to such terminated contract. Customer shall be charged the maximum rate for Overrun Service under Rate Schedule ISS for each Dth of unwithdrawn inventory quantity each day during such thirty (30) day period. If

Customer fails to withdraw such gas within the thirty (30) day period, then MRT may retain possession of and title to all such remaining gas and Customer shall relinquish all claims thereto. However, such thirty (30) day period shall be extended proportionately if, and to the extent that, Customer's failure to withdraw is caused by MRT's inability to accommodate withdrawal requests due to operating conditions or events of force majeure, and Customer shall not be assessed Overrun Charges for any day on which Customer seeks to withdraw gas and MRT is unable to accommodate such request due to operating conditions.

- 4.6 MRT may immediately recall up to 70,000 Dth per day of storage deliverability which has been allocated to Rate Schedule FSS Customers when such deliverability is necessary for MRT to provide no-notice deliveries, instantaneous redelivery of Customer requirements, proper line pack management, and to cover unintentional Customer daily imbalances. MRT will recall this deliverability on a pro rata basis based on each Customer's contracted capacity. MRT will provide notice of any such recall on its Internet web site. Any recall of storage deliverability pursuant to this section shall not affect any storage Customer's inventory.

5. TITLE TRANSFERS OF STORAGE INVENTORY

- 5.1 A Rate Schedule FSS Customer may transfer stored volumes to any Rate Schedule FSS or Rate Schedule ISS Customer, if:
- (a) Both the transferor and the transferee provide MRT with verification of the transfer in writing at least one business day prior to the effective date of the transfer;
 - (b) The transfer does not cause the stored volumes to exceed the contracted storage capacity for the transferee; and
 - (c) The transfer does not cause any party to be in violation of any requirement of this tariff.

6. RATES AND CHARGES

- 6.1 All charges under this rate schedule shall be stated in the CURRENTLY EFFECTIVE RATES for FIRM STORAGE SERVICE provided in this tariff.
- 6.2 For all service rendered under this rate schedule, Customer shall pay MRT each month the sum of the following:
- (a) Deliverability Charge - a charge per month equal to the product of the deliverability rate and the Customer's contracted MDWQ;

- (b) Capacity Charge - a charge per month calculated by dividing the product of the capacity rate and the Customer's contracted capacity by twelve;
- (c) Injection Charge - a charge equal to the product of the injection rate and the total quantities of natural gas injected by MRT on behalf of the Customer during the billing month;
- (d) Withdrawal Charge - a charge equal to the product of the withdrawal rate and the total quantities of natural gas withdrawn by MRT on behalf of the Customer during the billing month;
- (e) Overrun Service Charge - a charge equal to the product of the applicable overrun rate and any overrun injection, withdrawal and/or retention quantities occurring during the billing month; and
- (f) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.

6.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities delivered for injection into storage at any time and of gas volumes withdrawn from storage at any time. The applicable Fuel Use and LUFG Percentages are set forth in the CURRENTLY EFFECTIVE RATES for FIRM STORAGE SERVICE provided in this tariff.

7. MINIMUM MONTHLY BILL

7.1 The minimum monthly bill shall be the deliverability charge and the capacity charge specified in Section 6.2 of this rate schedule.

8. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE NNT
NO NOTICE TRANSPORTATION SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the provision of No Notice Transportation service by MRT for any party (hereinafter referred to as Customer) under the following conditions:
- (a) Customer submits a valid request as defined in Section 5 of the General Terms and Conditions for Rate Schedule NNT service;
 - (b) The Customer requesting service is a Rate Schedule FSS Customer;
and
 - (c) The Customer requesting service holds firm transportation capacity sufficient to accommodate storage injections and withdrawals.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to No Notice Transportation service, subject to the terms set forth in this tariff.
- 2.2 Service hereunder shall consist of the following:
- (a) Customer shall be permitted to alter its receipts and deliveries from scheduled quantities without meeting the nomination deadlines set forth in Section 8 of the General Terms and Conditions, to accommodate receipt or delivery variances, subject to the conditions set forth in this rate schedule,
 - (b) NNT Customers may elect to have MRT automatically inject quantities into or adjust withdrawal quantities from storage to accommodate the variance between actual quantities and scheduled quantities necessary to avoid penalties set forth in Sections 9.7 and 10.3 of the General Terms and Conditions, provided the NNT Customer holds sufficient firm storage capacity, inventory and deliverability, and firm transportation capacity, and such injection or withdrawal conforms to the requirements set forth in Rate Schedule FSS.
 - (c) An NNT Customer whose actual quantities exceed scheduled quantities may notify MRT that gas for such deliveries will be sourced from receipt points into MRT's system other than storage. Upon confirming such receipts, MRT will automatically adjust the Customer's receipt and delivery point nominations and schedule such gas for delivery outside the nomination deadlines set forth in Section 8 of the General Terms and Conditions, provided the Customer holds

sufficient available firm transportation capacity to accommodate the adjustments.

- (d) An NNT Customer may elect to utilize the monthly balancing option set forth in Section 10.3(c) of the General Terms and Conditions.

- 2.3 An NNT Customer which deviates from its scheduled daily delivery quantities within a zone by more than 5,000 Dth or 5% of its contract demand, whichever is greater, must provide a revised nomination to MRT reflecting the deviation as soon as possible but in no event later than the same gas day.

3. RATES AND CHARGES

- 3.1 Not applicable.

4. MINIMUM MONTHLY BILL

- 4.1 Not applicable.

5. OTHER PROVISIONS

- 5.1 MRT and an NNT Customer may agree, as part of a Service Agreement, to address the allocation of market and regulatory risks resulting from bypass or unbundling pursuant to an order of a governing authority having jurisdiction through:
 - (a) terms providing for MDQ and other applicable contract entitlement reductions in cases where a firm customer of Customer bypasses Customer and terminates its customer relationship with Customer; and
 - (b) terms providing that if Customer unbundles its combined sales and distribution services for its local distribution system pursuant to an order of any governing authority having jurisdiction, Customer and MRT will cooperate through reasonable means in an effort to implement the unbundling in a manner fair to both Customer and MRT.

6. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE ISS
INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

- 1.1 This rate schedule is available for the storage of natural gas on an interruptible basis by MRT for any party (hereinafter referred to as Customer) that submits a valid request as defined in Section 5 of the General Terms and Conditions and enters into a contract with MRT for Rate Schedule ISS service in the form set forth in this tariff (ISS Agreement).

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 This rate schedule shall apply to interruptible storage service rendered under an ISS Agreement executed by MRT and Customer, in the form set forth in this tariff. The service shall be subject to the terms of that ISS Agreement and this tariff.
- 2.2 Service hereunder shall consist of:
- (a) The injection of quantities of natural gas into MRT's storage fields for Customer's account, in accordance with Section 3 of this rate schedule;
 - (b) The storage of natural gas for Customer; and
 - (c) The withdrawal of stored quantities of natural gas, in accordance with Section 4 of this rate schedule.
- 2.3 Service provided by MRT under this rate schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in Sections 8 and 9 of the General Terms and Conditions.
- 2.4 Service provided by MRT under this rate schedule shall be interruptible, and may be interrupted whenever it is necessary for MRT to provide higher priority service, or to maintain the integrity of MRT's system or any part thereof.
- 2.5 Service under Rate Schedule ISS shall be provided through the use of MRT's aggregated storage facilities. Customers shall not be allocated capacity or deliverability from any one specific storage facility.
- 2.6 All deliveries for injection into storage and all receipts for withdrawal from storage shall be made at the Unionville Storage Field receipt/delivery point.

3. INJECTION

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

4. WITHDRAWAL

- 4.1 Rate Schedule ISS Customers will be permitted to withdraw gas from storage if storage deliverability is available. ISS withdrawals will be subject to daily changes at MRT's sole discretion.
- 4.2 MRT can require the withdrawal of all Rate Schedule ISS inventories on 30 days' notice. Any Rate Schedule ISS volumes which are not withdrawn within 30 days after MRT provides such notice shall be forfeited to MRT, free and clear of any adverse claims.
- 4.3 Any Rate Schedule ISS volumes which remain in storage after April 30 shall be automatically forfeited to MRT, free and clear of any adverse claims.
- 4.4 In order to minimize the risk that Rate Schedule ISS Customers will forfeit gas pursuant to Sections 4.2 and 4.3 of this rate schedule, MRT will take the following steps:
 - (a) MRT shall individually contact all Rate Schedule ISS Customers who are required to withdraw volumes on 30 days' notice. MRT will assist such Customers in developing storage withdrawal programs to insure that they are able to withdraw their gas in a timely manner.
 - (b) MRT shall permit Rate Schedule ISS Customers to use MRT's Internet web site to transfer storage inventories in accordance with Section 5 of this rate schedule.
 - (c) MRT shall not require the forfeiture of storage inventories which a Rate Schedule ISS Customer fails to withdraw due to operational constraints on the MRT system which prevent the Customer from withdrawing its gas in a timely manner.

5. TITLE TRANSFERS OF STORAGE INVENTORY

- 5.1 A Rate Schedule ISS Customer may transfer stored volumes to any other Rate Schedule ISS Customer, if:
 - (a) Both the transferor and the transferee provide MRT with verification of the transfer in writing at least one business day prior to the effective date of the transfer;
 - (b) The transfer does not cause the stored volumes to exceed the maximum stored quantity for the transferee; and

- (c) The transfer does not cause any party to be in violation of any requirement of this tariff.

6. RATES AND CHARGES

- 6.1 All charges under this rate schedule shall be stated in the CURRENTLY EFFECTIVE RATES for INTERRUPTIBLE STORAGE SERVICE provided in this tariff.
- 6.2 For all service rendered under this rate schedule Customers shall pay MRT each month the sum of the following:
 - (a) Inventory Charge - A charge per month equal to the product of the inventory rate and the Customer's average monthly inventory. The average monthly inventory shall be the average of the Customer's highest and lowest inventories during the month;
 - (b) Injection Charge - A charge equal to the product of the injection rate and the total quantities of natural gas injected by MRT on behalf of the Customer during the billing month;
 - (c) Withdrawal Charge - A charge equal to the product of the withdrawal rate and the total quantities of natural gas withdrawn by MRT on behalf of the Customer during the billing month;
 - (d) Overrun Service Charge - A charge equal to the product of the applicable overrun rate and any overrun quantities permitted by MRT during the billing month; and
 - (e) Other Fees and Charges - Other fees, charges, and penalties which may be assessed as provided by the General Terms and Conditions or which may be permitted by the Commission.
- 6.3 Customer shall reimburse MRT in kind for fuel usage and lost or unaccounted for gas. MRT will retain the applicable Fuel Use and LUFG Percentages of gas quantities delivered for injection into storage and of gas volumes withdrawn from storage. The applicable Fuel Use and LUFG Percentages are set forth in the CURRENTLY EFFECTIVE RATES for INTERRUPTIBLE STORAGE SERVICE provided in this tariff.

7. MINIMUM MONTHLY BILL

- 7.1 Not applicable.

8. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE PALS
PARK AND LOAN SERVICE

1. AVAILABILITY:

This Rate Schedule is available to any party (hereinafter referred to as Customer) that requests parking and/or loan services on an interruptible, self-implementing basis from MRT when:

- (a) MRT determines that the service may be rendered pursuant to either Subparts B or G of Part 284 of the Commission's Regulations;
- (b) Customer submits a valid request for the service as defined in Section 5 of the General Terms and Conditions of this tariff, which shall be via electronic means using the Internet unless MRT otherwise agrees;
- (c) MRT has reviewed the request and determined that excess capacity may exist from time to time to perform the interruptible service requested; and
- (d) Customer and MRT have executed a Service Agreement for service under Rate Schedule PALS in the form provided in this tariff which provides for the parking and/or lending of gas, via electronic means using the Internet, unless MRT otherwise agrees.

2. APPLICABILITY AND CHARACTER OF SERVICE:

2.1 This Rate Schedule shall apply to the parking of gas by Customer or the lending of gas by MRT, and the subsequent withdrawal or return thereof, pursuant to a Service Agreement executed by MRT and Customer providing for such services on an interruptible basis, up to the quantities agreed to by MRT from time to time, and subject to the provisions of the Service Agreement and the General Terms and Conditions of this tariff.

2.2 Service hereunder shall consist of:

- (a) Lending: the receipt by Customer (or crediting to Customer's account) of quantities of gas from MRT at point(s) agreed to on MRT's system and the subsequent return of the loaned quantities at the agreed upon time and at the same point(s) or mutually agreed upon point(s) on MRT's system; and
- (b) Parking: the receipt of Gas by MRT delivered (or deemed transferred from an imbalance (over-received quantities) under Customer's transportation agreement(s) or pool(s)) at point(s), including pools, for Customer's account, the holding of the parked quantities on MRT's system, and the subsequent withdrawal of the parked quantities by Customer, or for its account, at the

agreed upon time and at the same point(s) or other mutually agreed upon point(s) on MRT's system;

all such services to be in accordance with the applicable PALS Service Agreement.

- 2.3 Service under this Rate Schedule shall be rendered on an interruptible basis and shall be subject to allocation of capacity and curtailment procedures as set forth in this rate schedule. Service may be interrupted whenever necessary to provide a higher priority service, to maintain the integrity of MRT's system or any part thereof.
- 2.4 Customer may request a service option under which imbalances occurring at any time under one or more of its other transportation service agreements will be deemed activity into or out of the appropriate account under a PALS Service Agreement without the need for a separate nomination. Election of this option shall be designated on the PALS Service Agreement together with applicable quantities, points, time periods and/or other operational parameters related to such automatic activity. The provision of this service option shall be subject to suspension or other limitations as required during actions taken pursuant to Section 9 of the General Terms and Conditions.
- 2.5 Customer's Service Agreement shall designate the Maximum Aggregate Quantity ("MAQ") or Maximum Aggregate Transaction Quantity ("MATQ") to be parked and/or loaned at any one time under the PALS transaction. Each PALS Service Agreement shall establish the MAQ or MATQ and applicable quantities contemplated to be parked and/or loaned under the specific transaction, e.g., daily, monthly, the schedule contemplated for return of loaned quantities and/or withdrawal of parked quantities, the term of the transaction (including contemplated schedules), the points and rate(s) applicable and the applicable information for the automatic service option described in Section 2.4 above.
- 2.6 Notwithstanding any provisions of this tariff to the contrary, any particular parking or lending transaction provided under this Rate Schedule shall be for a term mutually agreed upon by MRT and Customer. Customer shall be obligated to return all quantities of gas loaned by MRT and such return must occur at the agreed to receipt point(s). Customer must make any necessary arrangements with MRT and/or third parties to deliver gas to the designated parking point(s) or return point(s) for loaned gas and/or to receive and transport loaned gas or parked gas upon withdrawal from the point(s) at which the gas is loaned or received for parking. Transportation service is not provided under this Rate Schedule. If Customer and MRT agree that Customer may withdraw parked quantities or return loaned quantities at point(s) other than the initial point(s) of the park or loan, then Customer shall nominate under separate transportation agreement(s) with MRT, and pay rate(s) applicable to such service, to effectuate receipt or delivery of the gas from or to the other point(s); provided, however, if MRT accepts return of loaned gas at a receipt point different than that agreed to or contemplated when MRT billed Customer for any transportation and delivery under a transportation service supplied with quantities from its borrowed account, MRT, on a subsequent

invoice, may adjust Customer's invoice for transportation service for the month during which such loan occurred to reflect any additional amounts owed as a result of the changed receipt point and Customer shall pay MRT such additional amounts. If MRT loans gas to Customer, or Customer withdraws parked gas, which is nominated and scheduled to make up an imbalance (over-delivered quantities) under a transportation agreement and/or Pool Agreement, then MRT shall charge (or if for a prior month, send an adjusted invoice) and Customer shall pay for deliveries under the transportation agreement attributable to such supplies the transportation rate(s) applicable to service from the receipt point(s) at which such gas was loaned and/or parked under this Rate Schedule.

- 2.7 Except as expressly provided for in this tariff, Customer must nominate any services requested hereunder (including the withdrawal of parked gas and the return of loaned gas) and service shall not be available or authorized until scheduled by MRT. All activity is subject to scheduling. Borrowing activity shall be accounted for and tracked separately from parking activity, even if occurring contemporaneously. Customer's nomination must designate the applicable point(s), quantities applicable thereto, and transportation service agreements, if applicable. When Customer schedules withdrawal of gas in its parked account, if nominated to be transported or received into pools on the MRT system, all such quantities shall be deemed as having been received at the receipt point(s) at which the parked gas entered MRT's system and Customer also shall specify the applicable receipt point(s) at which the prior parking occurred. When Customer desires to park gas to reduce or eliminate an imbalance (over-received quantities) under Customer's transportation agreement and/or Pool Agreement, if MRT accepts and schedules any such nomination under this Rate Schedule, then such gas shall be deemed parked at the receipt point(s) at which it initially entered the MRT system.

MRT may, at its sole discretion, reasonably exercised and in a manner not unduly discriminatory, consider and accept nominations for service under this Rate Schedule submitted at a later time than generally provided for in Section 8 of the General Terms and Conditions.

- 2.8 Customer must return or withdraw gas in its parked, or borrowed, as applicable, account (a) by the close of the permitted period as specified in Section 2.6 above or (b) within forty-eight (48) hours (or such longer period as may be specified by MRT) of receipt of, and in accordance with, a notification from MRT.
- 2.9 Unless MRT agrees otherwise, return of borrowed gas shall occur on a first-out, first-in basis and withdrawal of parked gas shall occur on a first-in, first-out basis.
- 2.10 If the receipt, return or withdrawal of gas in Customer's parked or borrowed account, as applicable, is scheduled and adequate quantities are not tendered at the receipt point(s), or taken at the withdrawal point(s), as applicable, MRT will not debit or credit such deficient quantities to the account(s).

- 2.11 For purposes of Section 5.4(k) of the General Terms and Conditions of this tariff, a Customer may receive services under this Rate Schedule by providing security in an amount sufficient to cover up to the maximum amount of charges which could be incurred hereunder.
- 2.12 For purposes of scheduling, allocations and curtailment pursuant to Section 8 of the General Terms and Conditions of this tariff, services requested or provided under this Rate Schedule shall have a lower priority than all other services, including those under Rate Schedule ITS, except that the priority for return of loaned gas when directed by MRT pursuant to Section 2.8(b) above shall be subordinate only to service under Rate Schedules FTS, SCT, or NNT at primary or secondary points. If MRT cannot satisfy all the requests for services, or continue services already scheduled, under this Rate Schedule, MRT shall assign capacity, schedule and/or curtail services hereunder based on determination of highest economic value, taking into account the total revenue commitment, operational impacts and maximization of system utilization.

3. RATES:

The rates charged for service hereunder shall consist of the currently effective Activity Rate and Daily Balance Rate set forth in the CURRENTLY EFFECTIVE RATES for PARK AND LOAN SERVICE provided in this tariff.

4. FLEXIBILITY OF RATES:

The applicable maximum (Base Rate plus other applicable charges) and minimum rates and charges for service under this Rate Schedule are specified in the CURRENTLY EFFECTIVE RATES for PARK AND LOAN SERVICE provided in this tariff. Any discount from the maximum rate applicable to any service shall be in accordance with terms and conditions agreed to and as specified by MRT. Said rates are subject to adjustment as provided in the General Terms and Conditions. As part of the discount arrangement, the parties may agree to pay an advance fee to lock-in a discounted rate which would be applicable to a particular transaction and/or for a specified period or quantity; provided, however, the total revenues collected from any such fee and the Activity Rate and Daily Balance Rate shall not exceed the maximum which could be charged in aggregate under the Activity Rate and Daily Balance Rate for the agreed upon quantities and period.

5. MONTHLY BILL:

5.1 Calculation.

The bill for a month shall be the sum of:

- (a) for each account, the product of the Activity Rate and the total Dth of gas initially loaned or parked, and/or returned or taken delivery of, at any time during each day, plus

- (b) the product of the Daily Balance Rate and the total Dth of parked or loaned gas in each account at the end of each day excluding the quantities subject to the Activity Rate on such day, on a first-in, first-out basis (for parking) and a first-out, first-in basis (for loaning).

5.2 Other Charges and Retentions.

- (a) If Customer fails to return loaned gas when required to do so under this Rate Schedule, unless MRT otherwise agrees, Customer shall be obligated to pay MRT for the deficient quantities calculated on the same basis used to calculate the Index Sell Price for the applicable zone under Section 10 of the General Terms and Conditions using the higher of the applicable price for the month the gas was loaned, or for the month in which return was required, and a premium factor of 1.5.
- (b) If Customer fails to withdraw from its parked account all (or part, if so directed by MRT) of such gas when required to do so under this Rate Schedule, unless MRT otherwise agrees, MRT shall take title to such Gas free and clear of any adverse claims; provided, however, for purposes of Section 2.8(a) above, if, and to the extent that, MRT had no transport capacity available on its system (including to alternate points) which prevented Customer from arranging for such withdrawal on a timely basis, such title transfer shall be suspended or delayed.
- (c) A bill for a month may also include amounts attributable to filing and other fees, penalties and charges provided by this Rate Schedule and/or tariff.

5.3 Suspension of Daily Balance Rate. If, and to the extent that, Customer nominates to return loaned gas and MRT does not have any capacity available on its system on that day to schedule such receipts (including at alternate points), MRT shall suspend the Daily Balance Rate for the quantity of gas and for the period for which capacity was unavailable.

6. GENERAL TERMS AND CONDITIONS:

All of the General Terms and Conditions of this tariff, except to the extent otherwise specified, including from and after their effective date any future modifications, additions or deletions to said General Terms and Conditions, shall be applicable to service rendered under this Rate Schedule and, by this reference, are made a part hereof.

Part VI
General Terms and Conditions

GT&C Section 1.	Definitions
GT&C Section 2.	NAESB Standards and Internet Web Site
GT&C Section 3.	Measurement Procedures
GT&C Section 4.	Quality
GT&C Section 5.	Procedures for Requesting Service
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GT&C Section 11.	Possession of Gas and Responsibility
GT&C Section 12.	Force Majeure
GT&C Section 13.	Unauthorized Gas
GT&C Section 14.	Capacity Release
GT&C Section 15.	Termination of Service/Right of First Refusal
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GT&C Section 17.	Billing, Statements, Payment and Records
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GT&C Section 19.	MRT's Right to Change Rates and Terms of Service
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GT&C Section 22.	Fuel Use and LUFG Adjustments
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GT&C Section 26.	Creditworthiness of Customer
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GT&C Section 35.	Segmentation of Capacity
GT&C Section 36.	Third Party Pipeline Capacity
GT&C Section 37.	Non-Conforming Agreements

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Except where expressly stated otherwise, the following terms when used in all rate schedules, the Service Agreements, and these General Terms and Conditions shall have the following meanings:

"Affected Service Quantity" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Applicable Adjustment Rate" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Average Usage Quantity" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"British Thermal Unit" (Btu) shall mean the quantity of heat required to raise the temperature of one (1) pound avoirdupois of pure water from fifty-eight and five-tenths degrees Fahrenheit (58.5°F.) to fifty-nine and five-tenths degrees Fahrenheit (59.5°F.) at a constant pressure of fourteen and seventy-three hundredths pounds per square inch absolute (14.73 psia).

"Business Day" shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

"Central Time" or "CT" shall mean central clock time, whether standard or daylight savings time.

"Commission" shall mean the Federal Energy Regulatory Commission or any agency or other governmental body or bodies succeeding to, in the lawful exercise of that jurisdiction, any powers which are exercisable by the Federal Energy Regulatory Commission, or any other regulatory body exercising jurisdiction over MRT.

"Confirmation by Exception" or "CBE" shall be as defined in NAESB Standard 1.2.11.

"Confirmation Requester" shall be as defined in NAESB Standard 1.2.8.

"Confirming Parties" shall be as defined in NAESB Standard 1.2.10.

"Confirming Party" shall be as defined in NAESB Standard 1.2.9.

"Critical Notices" shall mean those notices MRT posts on its Internet web site that pertain to system conditions that affect scheduling or adversely affect scheduled and flowing quantities.

"Cubic Foot of Gas" shall mean the amount of gas necessary to fill a cubic foot of space at standard temperature and standard pressure.

"Customer" shall mean the party, including a Pool Operator, acting either directly or through an agent, for whose account services are provided by MRT pursuant to a valid, executed Service Agreement between Customer and MRT.

"Day" shall be a period of twenty-four (24) consecutive hours commencing at nine o'clock (9:00) a.m. CT.

"Dekatherm" or "Dth" shall mean the quantity of heat energy equivalent to one MMBtu. One dekatherm of gas shall mean the quantity of gas which contains one dekatherm of heat energy.

"Deliverability Charge Adjustment" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Delivery Point(s)" shall mean the point or points specified in the Service Agreement where MRT agrees to deliver gas transported for the account of Customer, including MRT's storage facilities.

"East Line" shall mean MRT's transmission line extending from the interconnect with Trunkline Gas Company, LLC in Clay County, Illinois into the greater St. Louis area, terminating at the interconnect with Spire STL Pipeline LLC at Chain of Rocks in St. Louis County, Missouri.

"East Line Market Zone Pooling Area" shall mean an area containing all receipt points on MRT's East Line, and lines connected thereto from the interconnect with Trunkline Gas Company, LLC in Clay County, Illinois to the East Line/Line A-206 interconnection.

"Elapsed Prorata Capacity" shall mean that portion of the capacity that would theoretically have been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

"Elapsed-Prorated Scheduled Quantity" shall be as defined in NAESB Standard 1.2.12.

"Field Zone" shall mean the portion of MRT's pipeline system south of, and including, the Glendale Compressor Station.

"Force Majeure Event" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Fuel Use" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is used in the operation of MRT's pipeline system, which includes, when applicable, any processing reduction.

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

"Injection Period" shall mean the period from May 1 of each calendar year through October 31 of the same calendar year.

"Line Capacity" shall have the meaning set forth in Section 8.2 (b)(iii) of these General Terms and Conditions.

"Line Priority" shall have the meaning set forth in Section 8.2(b)(i) of these General Terms and Conditions.

"LUFG" shall mean a thermal quantity, expressed as a percent, of all gas received by MRT into its system which is lost or unaccounted for gas.

"Main Line" shall mean MRT's high pressure transmission main lines two of which originate at Perryville, Louisiana, extending through the states of Arkansas, Missouri and Illinois to the southern terminus of the Reticulated System, and a third transmission main line originating north of Fredericktown, Missouri extending to the southern terminus of the Reticulated System.

"Main Line Market Zone Pooling Area" shall mean an area containing all receipt points on MRT's transmission main line, and lines connected thereto located north of, and including, the Glendale Compressor Station to a point immediately upstream of the southern terminus of the Reticulated System.

"Main Line Field Zone Pooling Area" shall mean an area containing all receipt points on MRT's transmission main line, and lines connected thereto located south of, and including, the Glendale Compressor Station and downstream of the eastern boundary of the West Line Field Zone Pooling Area.

"Market Zone" shall mean the portion of MRT's pipeline system north of, and including, the Glendale Compressor Station.

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

"Maximum Quantity(ies)" shall mean, with respect to receipt point(s), the maximum daily quantities of natural gas, exclusive of fuel, which MRT agrees to receive for Customer at each receipt point, or in the aggregate. For MRT's Rate Schedule FTS and Rate Schedule SCT Customers, the total quantity of gas which MRT is obligated to receive on any given day shall not exceed a Customer's Rate Zone Capacity or MDQ, exclusive of fuel. With respect to delivery point(s), the term shall mean the maximum daily quantities of natural gas which MRT agrees to deliver for Customer at each such point, or in the aggregate. For MRT's Rate Schedule FTS and Rate Schedule SCT Customers, the total quantity of gas which MRT is obligated to deliver on any given day shall not exceed a Customer's Rate Zone Capacity or MDQ.

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

"MDQ" shall mean the maximum daily quantity of gas which MRT is to deliver to Customer in the aggregate, in accordance with the terms of a Service Agreement.

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

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

"MRT" shall mean Enable Mississippi River Transmission, LLC.

"NAESB Standards" shall mean those standards relating to business practices and electronic communications promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board ("NAESB"), formerly known as the Gas Industry Standards Board ("GISB"), as adopted and codified by the Commission in its regulations.

"Negotiated Rate" shall have the meaning set forth in Section 19.2 of these General Terms and Conditions.

"Non-Force Majeure Event" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

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

"Pool Operator" shall mean the entity or entities that have title to the gas and enter into a Pool Agreement with MRT.

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

"Pooling Area" shall mean an area containing a group of receipt points located in a defined portion of MRT's system in which pools may be established. The Pooling Areas established on MRT's system are as follows: West Line Field Zone Pooling Area, Main Line Field Zone Pooling Area, Main Line Market Zone Pooling Area, East Line Market Zone Pooling Area, and Reticulated Market Zone Pooling Area.

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

"Primary Delivery Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to deliver the quantity of gas set forth in the Service Agreement. Total deliveries which MRT is obligated to make to Customer's Primary Delivery Point(s) shall not exceed the MDQ of Customer's Service Agreement.

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

"Primary Firm Service" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Primary Receipt Point(s)" shall mean the point or points specified in a Customer's FTS or SCT Agreement where, for every day during the term of the Service Agreement, MRT agrees to receive the quantity of gas set forth in the Service Agreement. The total quantity of gas which MRT is obligated to receive on any given day for Customer shall not exceed Customer's MDQ.

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

"Qualifying PHMSA Outage" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Rate Zone Capacity" shall have the meaning set forth in Section 8.2(b)(ii) of these General Terms and Conditions.

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

"Recourse Rate" shall have the meaning set forth in Section 19.2 of these General Terms and Conditions.

"Reduction Event" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Reservation Charge Adjustment" shall have the meaning set forth in Section 16.1 of these General Terms and Conditions.

"Reticulated Market Zone Pooling Area" shall mean an area containing all receipt points in the Reticulated System.

"Reticulated System" shall have the meaning set forth in Section 35.2(c) of these General Terms and Conditions.

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

"Secondary Path" shall mean the pipeline capacity which may be designated by a firm Customer during segmentation between a receipt point and a delivery point, at least one of which is not within such Customer's Primary Path. The creation of any Secondary Path must comply with the requirements of Section 35 of these General Terms and Conditions.

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

"Service Agreement" shall mean, as applicable, an FTS Agreement, SCT Agreement, ITS Agreement, FSS Agreement, ISS Agreement, PALS Service Agreement, Pool Agreement or Replacement Capacity Agreement between MRT and Customer.

"Service Identification Number" shall mean the number assigned by MRT to a Service Agreement, a Replacement Capacity Agreement, or a Pool Agreement.

"Standard Pressure" shall mean fourteen and seventy-three hundredths (14.73) pounds per square inch absolute.

"Standard Temperature" shall mean sixty degrees (60°) Fahrenheit.

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

"Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than MRT.

"Title" shall be, unless otherwise provided in this tariff or a contract, the term used to identify the ownership of the gas.

"Title Transfer" shall mean the change of title to gas between parties at a location.

"Title Transfer Tracking" or "TTT" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

"Title Transfer Tracking Service Provider" or "TTTSP" shall mean a party conducting Title Transfer Tracking activity.

"West Line" shall mean MRT's transmission line, and lateral lines connected thereto, extending from Harrison County, Texas to Perryville, Louisiana.

"West Line Field Zone Pooling Area" shall mean an area containing all receipt points on MRT's West Line and lines connected thereto located between the interconnect with Natural Gas Pipeline Company of America in Harrison County, Texas and the easternmost point upstream of MRT's Unionville Storage Facilities in Lincoln Parish, Louisiana.

"Withdrawal Period" shall mean the period from November 1 of each calendar year through April 30 of the next calendar year.

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

GENERAL TERMS AND CONDITIONS

2. NAESB STANDARDS AND INTERNET WEB SITE

- 2.1 MRT will maintain an interactive Internet web site, which will contain information relevant to the availability of the services provided under this tariff, in the manner and level of detail required by the Commission's regulations. MRT shall provide for electronic communication with its customers in compliance with NAESB Standards, and also shall provide for such electronic communication with third parties that are not Customers and are authorized to act on behalf of Customers or others interconnected with MRT's system on a basis that is not unduly discriminatory. MRT specifically shall allow such interface using the protocols, data sets, and codes detailed in the NAESB Standards. MRT also may allow non- standard communication, including use of its own Internet web site and use of paper documents pursuant to agreements among MRT, its Customers, authorized agents of Customers or other third parties.
- 2.2 MRT will have a user-friendly Internet web site and it will contain the information necessary to assist Customers in fully utilizing MRT's system. All data contained on MRT's Internet web site shall be downloadable and available for any application used by the receiving party. MRT shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.
- 2.3 Persons desiring information about the Internet web site may contact a representative of MRT's Customer Service Department.
- 2.4 The Internet web site will be available on a nondiscriminatory basis to any party who has electronic communications equipment compatible with MRT's Internet web site and has received an identifying password from MRT to access certain areas of the Internet web site system.
- 2.5 MRT will post on its Internet web site the information required by the Commission's regulations respecting a particular transportation transaction for ninety (90) days.
- 2.6 MRT will retain daily records of the information displayed on the Internet web site for three (3) years. Such historical data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.
- 2.7 Customers will be required to utilize MRT's Internet web site to request service, and execute and amend Service Agreements, to the extent that MRT's Internet web site has the capability to accommodate such contract execution, unless MRT otherwise agrees or emergency events prevent such electronic communication. MRT will designate on its Internet web site the contracts for which it has electronic execution capability. Prior to entering into any electronic contracts, Customer and MRT will mutually agree in writing to the terms and conditions of the electronic contracting process in an electronic access

agreement, and the electronic contracting process shall be subject to any other requirements of applicable statutes and regulations. Any provisions of the Service Agreement or this tariff requiring that requests, contracts, or amendments thereto, be in writing shall be deemed satisfied when accomplished by such electronic means. Customers and potential Customers, or their authorized agents, who request service, enter into contracts or amendments to contracts, or otherwise use MRT's Internet web site in connection with transportation services, shall be deemed to have agreed and admitted that any employee or other representative permitted by such users to access such services shall have the legal authority to act on behalf of the Customers or potential Customers in performing any functions, and MRT shall be entitled to rely upon the actions of such representatives. Electronic transactions between Customer and MRT shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper will be admissible to the same extent as other business records originated in written form.

- 2.8 Compliance with 18 CFR, Section 284.12. Transporter has adopted the Business Practices and Electronic Communications 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 notification are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in Tariff:

NAESB Standard	Tariff Record	Tariff Provision
0.3.3	GT&C Section 5., Procedures for Requesting Service GT&C Section 26., Creditworthiness of Customer	5.4(k)(iv-vi) 26.2
0.3.4	GT&C Section 5., Procedures for Requesting Service GT&C Section 26., Creditworthiness of Customer	5.4(k)(iv-vi) 26.2
0.3.5	GT&C Section 5., Procedures for Requesting Service GT&C Section 26., Creditworthiness of Customer	5.4(k)(iv-vi) 26.2
0.3.6	GT&C Section 5., Procedures for Requesting Service GT&C Section 26., Creditworthiness of Customer	5.4(k)(iv-vi) 26.2
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1.2.4	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)
1.2.6	GT&C Section 1., Definitions	1
1.2.13	GT&C Section 1., Definitions	1
1.2.14	GT&C Section 1., Definitions	1
1.2.15	GT&C Section 1., Definitions	1
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1.2.17	GT&C Section 1., Definitions	1
1.3.1	GT&C Section 1., Definitions	1
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1.3.6	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(f)(iii)
1.3.7	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(f)(ii)
1.3.8	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)
1.3.9	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(a)(viii)
1.3.11	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)(i)
1.3.13	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)(ii)
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1.3.22	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(h)(i), 8.1(h)(i)(E)
1.3.23	GT&C Section 8., Nominations, Scheduling and Curtailment	8.2(m)
1.3.32	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)
1.3.33	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)(i)
1.3.51	GT&C Section 2., NAESB Standards and Internet Web Site	2.9
	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(g)(iii)
1.3.64	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(e)
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	GT&C Section 10., Transportation Balancing	10.5(e)
2.3.4	GT&C Section 7., Conditions of Receipt and Delivery	7.7(d), 7.13(d)
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2.3.16	GT&C Section 7., Conditions of Receipt and Delivery	7.7(a), 7.13(a)
2.3.17	GT&C Section 7., Conditions of Receipt and Delivery	7.7(h), 7.13(h)
2.3.18	GT&C Section 7., Conditions of Receipt and Delivery	7.7(i), 7.13(i)
2.3.19	GT&C Section 7., Conditions of Receipt and Delivery	7.7(j), 7.13(j)
2.3.20	GT&C Section 7., Conditions of Receipt and Delivery	7.7(k), 7.13(k)
2.3.22	GT&C Section 7., Conditions of Receipt and Delivery	7.15(a)(i)
2.3.23	GT&C Section 7., Conditions of Receipt and Delivery	7.15(a)(ii)
2.3.25	GT&C Section 7., Conditions of Receipt and Delivery	7.15(a)(iii)
2.3.26	GT&C Section 17., Billing, Statements, Payment and Records	17.4
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2.3.40	GT&C Section 10., Transportation Balancing	10.4(b)
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Standards for which Waiver or Extensions of Time to Comply have been granted:

NAESB Standard	Waiver or Extension of Time
NONE CURRENTLY	NONE CURRENTLY

- 2.9 MRT shall notify Customers of intraday bumps, OFOs and other critical notices (as defined in this tariff) in the manner provided in this tariff unless the Customer has provided MRT with a written request specifying that EDI or Internet e-mail (up to two Internet e-mail addresses) notification be used. Intraday bump notices should indicate whether daily penalties will apply for the gas day for which quantities are reduced.
- 2.10 Emergency Events. The requirements to nominate and implement capacity releases, execute contracts or provide other information electronically set forth in this Tariff shall be inapplicable in an emergency event, which shall be a failure or disruption of Customer's or MRT's electronic communication equipment (including temporary events such as system crashes, outages, or slow response time), Internet, or third party service provider or other similar emergency event which constitutes an event of force majeure as defined in Section 12.1 of these General Terms and Conditions. During such emergency events, Customer shall submit written nominations, implement capacity release transactions in writing, execute contracts in writing, or otherwise provide information in writing. MRT may, on a not unduly discriminatory basis, waive any applicable deadlines and requirements to the extent practicable to accommodate such emergency events.

GENERAL TERMS AND CONDITIONS

3. MEASUREMENT PROCEDURES

- 3.1 Atmospheric Pressure. The atmospheric pressure shall be assumed to be fourteen and seventy-three hundredths (14.73) pounds per square inch.
- 3.2 Orifice Meters. When orifice meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations of volume are made, in accordance with the provisions of AGA Measurement Committee Report No. 3 of the American Gas Association as printed and revised September, 1978, (AGA Report No. 3), with any subsequent amendments or revisions which are acceptable to MRT.
- 3.3 Positive or Turbine Meter. When positive or turbine meters are used, the gas delivered shall be measured with meters constructed and installed, and whose computations are made, in accordance with the provisions of AGA Measurement Committee Report No. 6 when positive meters are employed, and AGA Measurement Committee Report No. 7 when turbine meters are used, with any subsequent amendments or revisions of either report which are acceptable to MRT.
- 3.4 Electronic Transducers and Flow Computers. When electronic transducers, flow computers, gas chromatographs and/or other electronic equipment are used, the gas delivered shall have its volume, mass and/or energy content computed in accordance with the standards of the American Gas Association as promulgated by AGA Measurement Committee Report Nos. 3, 5, 6, 7, NX-19 and 8, with any subsequent amendments or revisions of the reports which are acceptable to MRT. The parties specifically agree to accept the use of these electronic devices in lieu of mechanical devices with charts.
- 3.5 Determination of Heating Value and Specific Gravity. The heating value of the gas shall be expressed in Btu per dry cubic foot of gas at 14.73 psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C and dry). The method used and the frequency of measurement for both the heating value and the specific gravity shall be at MRT's sole option provided they are in general use within the natural gas transmission industry.
- 3.6 New Measurement Techniques. If at any time during the term hereof a new method or technique is developed with respect to gas measurement, or the determination of the factors used in such gas measurement, such new method or technique may be substituted for the method set forth in this Section 3 when, in MRT's sole discretion, employing such new method or technique is advisable. MRT shall notify Customer in writing of any such election prior to actually implementing such substitution.
- 3.7 Gas Stream Pulsations. Gas shall be delivered to MRT free of pulsations detrimental to accurate measurement.

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

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

If upon any test of the measuring facilities the percentage of inaccuracy exceeds two percent (2%), then the registrations thereof shall be corrected for a period extending back in time to the beginning of the inaccuracy, if such time is ascertainable, and if not ascertainable, then the registrations thereof shall be corrected back one-half (1/2) of the time elapsed since the last date of calibration; however, in no event shall the registrations be corrected for a period extending back in time more than sixteen (16) days.

In the event that the amount of gas delivered and/or redelivered hereunder cannot be reasonably ascertained or computed from the measuring equipment, then the volume of the gas received and/or delivered, as applicable, during such period shall be determined by using the registration of any check meter or meters, if installed and accurately registering; or by estimating the quantity of gas on the basis of past receipts and/or deliveries, whichever is applicable, made hereunder during periods when similar conditions existed and the meter was registering accurately.

- 3.9 Inspection of Records. The source documents and data from the measuring equipment shall remain the property of the party or parties operating such equipment at the MRT receipt and/or delivery point(s) and shall be kept on file for a period of not less than three (3) years. Volume statements required for any verification of statements or charges pursuant to Section 17 of these General Terms and Conditions shall also be retained for a period of not less than three (3) years. At any time within such period, upon request of either party, the other party will submit source documents from the measuring equipment, together with calculations therefrom, for the other party's inspection and verification subject to return to the party operating such equipment within thirty (30) days from receipt thereof.

- 3.10 Closing of Measurement. If a party other than MRT is in control of measurement information required for preparation of statements and invoices, the primary measuring party shall cause such information to be received by MRT such that MRT can close measurement no later than five (5) business days after the end of the applicable month of gas flow.

GENERAL TERMS AND CONDITIONS

4. QUALITY

- 4.1 General. Customer agrees that the Gas tendered for transport hereunder shall meet the specifications set forth in this section. MRT may reject Gas tendered or delivered by Customer that fails to conform to the quality specifications provided in this Tariff or which, in its reasonable judgment, may cause harm to its facilities or diminish the quality of Gas in its system. MRT may under all circumstances subject, or permit the subjection of, the Gas to compression, cooling, cleaning, products extraction and other processes.
- 4.2 Specifications. Unless otherwise specified in the Service Agreement or Operational Balancing Agreement, or unless MRT waives the specification detailed herein if such waiver will not impair the integrity of MRT's system, the gas received or delivered under the terms of the Service Agreement or Operational Balancing Agreement shall conform to the following specifications:
- (a) Solids. The gas shall be commercially free from solid matter, dust and gum forming constituents which might cause injury to or interference with proper operation of the lines, storage wells, meters, regulators or other appliances through which it flows.
 - (b) Oxygen. The gas shall not at any time have an uncombined oxygen content in excess of .05% by volume, and the parties shall make every reasonable effort to keep the gas free from oxygen.
 - (c) Carbon Dioxide. The gas shall not at any time have a carbon dioxide content in excess of two percent (2%) by volume.
 - (d) Nitrogen. The gas shall not at any time have a nitrogen content in excess of two and one-half percent (2.5%) by volume.
 - (e) Hydrogen. The gas shall contain no carbon monoxide, halogens, or unsaturated hydrocarbons, and no more than four hundred parts per million (400 ppm) of hydrogen.
 - (f) Liquids. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered.
 - (g) Water Vapor Content. The gas shall in no event contain water vapor in excess of seven (7) pounds per one million (1,000,000) cubic feet, measured at a pressure base of 14.73 psia and at a temperature of sixty degrees Fahrenheit.

- (h) Hydrogen Sulphide. The gas shall not contain more than one- quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet.
 - (i) Total Sulphur. The gas shall not contain more than five (5) grains of total sulphur per one hundred (100) cubic feet.
 - (j) Heating Value. The gas shall have a gross heating value of not less than nine hundred fifty (950) and not greater than eleven hundred (1,100) Btu per cubic foot of gas.
 - (k) Temperature. The gas shall not be delivered or redelivered at a temperature of less than forty degrees Fahrenheit (40°F) nor in excess of one hundred twenty degrees Fahrenheit (120°F).
 - (l) Hydrocarbon Dew Point. The gas shall not have a hydrocarbon dew point (HDP) in excess of twenty degree Fahrenheit. The HDP can usually be obtained when the pentanes and heavier content (C5+) of the gas is not in excess of two-tenths (0.2) gallons per Mcf at any operating pressure, as determined by a chromatographic analysis using standard equipment performed in accordance with standard industry practices and procedures.
- 4.3 Hazardous Substances. The gas received or delivered under the terms of the Service Agreement shall contain no "hazardous substance" as that term is defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §9601(14), except as otherwise permitted by the terms of this tariff or Customer's Service Agreement.
- 4.4 Commingling. MRT shall have the unqualified right to commingle Gas received for service hereunder with Gas from other sources. Accordingly, Gas received by MRT shall be subject to such changes as may result from such commingling and MRT shall, notwithstanding any other provisions herein, be under no obligation to deliver for Customer's account Gas identical to that received by MRT. Subject to other terms and provisions of this Tariff, MRT will transport and tender for delivery for the account of Customer such thermally equivalent quantities of Gas, less Fuel Use and LUFG retained, as it receives for such Customer's account.
- 4.5 If the gas offered for delivery to MRT by Customer shall fail at any time to conform to any of the specifications set forth herein, then MRT thereupon may, at its option, refuse to accept delivery of such gas. If MRT does accept delivery of such gas, Customer shall be liable for all damages and additional expenses caused by such nonconforming gas.

GENERAL TERMS AND CONDITIONS

5. PROCEDURES FOR REQUESTING SERVICE

- 5.1 All Customers or potential Customers requesting firm or interruptible transportation service must submit a valid request pursuant to Section 5.4 hereof for such service. A request shall be considered valid as of the date received if it contains adequate information with respect to all of the items specified in Section 5.4, subject to any necessary verification, and contains the other applicable information required by this Section 5.
- 5.2 A Customer or a potential Customer must submit a valid request for any of the following:
- (a) A request for MRT to commence service for Customer.
 - (b) A request for an increase in Customer's contract quantity.
 - (c) A request by an existing firm Customer to add new Primary Receipt or Primary Delivery Point capacity under an existing Service Agreement.
 - (d) A request by an existing Customer to extend or renew a Service Agreement that has or will expire and terminate by its own terms.
 - (e) A request to consolidate two or more existing Service Agreements.
- 5.3 A request by an existing Customer to extend the term of a Service Agreement that contains an "evergreen clause" or that otherwise provides for automatic renewal or extension of service shall not necessitate the submission of a request for service as required in this Section 5, provided that Customer notifies MRT of such renewal or extension in accordance with the terms of the applicable Service Agreement.
- 5.4 Other than requests for authorized overrun service which may be contained in Customer's nomination form submitted pursuant to Section 8 of these General Terms and Conditions, requests for discounted rates under existing Service Agreements, requests to amend interruptible Service Agreements, and requests for service under the rate schedules designated on MRT's Internet web site as requiring electronic contracting which must be requested electronically, all requests for service shall be submitted in writing to MRT and shall contain the following information:
- (a) Identity of Customer - The exact legal name, identification (currently DUNS) number, type of legal entity, type of company, state of incorporation or state of qualification to do business, mailing and street address and the name, phone number, facsimile number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the

agency must also be provided. For requests for firm services, if Customer is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Customer must keep MRT apprised as to changes in the identity of such representatives.

- (b) Type of Service Requested - Under Rate Schedule FTS, SCT, ITS, FSS, NNT, PALS or ISS. Unless MRT agrees to allow the Customer to submit one written request to address multiple rate schedules, a separate request must be submitted for each type of service requested, except that a request for Rate Schedule NNT service may be included with an FTS or FSS request.
- (c) Gas Quantities
 - (i) The Maximum Daily Quantity(ies) (MDQ) or Maximum Storage Quantity(ies) (MSQ) stated in Dth in the aggregate and the estimated total quantity(ies) of gas to be transported or stored during the requested term(s) of service; and, for each receipt and delivery point requested, the maximum daily quantities to be received and delivered at each point. For transportation service requested pursuant to Rate Schedule PALS, the Maximum Aggregate Quantity to be parked or loaned, as applicable, at any one time, quantities, applicable point(s), term or time periods, and rate, if other than maximum recourse, being requested also must be designated.
 - (ii) For transportation service requested pursuant to Rate Schedules FTS and SCT, the sum of all individual maximum Primary Receipt Point quantities set forth in the Service Agreement shall not exceed the MDQ in the aggregate, and the sum of all individual maximum Primary Delivery Point quantities set forth in the Service Agreement shall not exceed the MDQ in the aggregate. Primary Receipt and Delivery Point quantities at the Unionville Storage Field shall not be added into the summation of Primary Receipt or Primary Delivery Points; however, Service Agreements for the transportation of gas quantities for storage injections only pursuant to Rate Schedules FTS and SCT shall designate Unionville as the sole Primary Delivery Point and the maximum daily quantity delivered to that point shall equal Customer's MDQ under such Service Agreement.
- (d) Receipt Point(s) - The point(s) at which Customer desires MRT to receive gas.
- (e) Delivery Point(s) - The point(s) on MRT's system at which Customer desires the delivery of gas.
- (f) Limitation on Total Number of Receipt and Delivery Points - None.
- (g) Limitation on Primary Receipt or Delivery Points Requested - Firm receipt or delivery point capacity that will be available as a result of the expiration of a firm

transportation agreement subject to the bidding procedures of Section 15 of these General Terms and Conditions shall not be available for subscription until thirty (30) days after the close of the bidding process.

- (h) Reserved For Future Use
- (i) Certification - Certification is required from Customer that it has the authority to deliver the gas to MRT's system for transportation or storage.
- (j) Facilities - Customer must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.
- (k) Credit Evaluation - Acceptance of a request for service is contingent upon a satisfactory credit appraisal by MRT.
 - (i) MRT shall perform a credit appraisal, if applicable, by utilizing the following information which Customer shall furnish to MRT:
 - (A) A copy of Customer's most recent audited financial statement;
 - (B) A copy of Customer's most recent twelve (12) month audited financial statement or Annual Report and, if applicable, SEC 10-K form;
 - (C) A list of Customer's affiliates, including parent and subsidiaries, if applicable; and
 - (D) A bank reference and two trade references. The results of reference checks must show that Customer's obligations are being paid on a reasonably prompt basis.
 - (ii) Customer must also meet the following criteria in order to be deemed satisfactory for purposes of this Section 5.4(k):
 - (A) Customer must not be operating under any chapter of the bankruptcy laws and must not be 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 Customer who is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

- (B) Customer must not be subject to pending liquidation or regulatory proceedings in state or federal courts which could cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.
 - (C) Customer must have no significant outstanding collection lawsuits or judgments which would jeopardize Customer's ability to remain solvent.
- (iii) If a Customer fails to satisfy the credit criteria, such Customer may still obtain service hereunder if it provides MRT:
 - (A) a continuing deposit equal to a minimum of six (6) months service;
 - (B) a standby irrevocable letter of credit drawn upon a bank acceptable to MRT; or
 - (C) a guarantee by a person or another entity which does satisfy MRT's credit appraisal.
- (iv)
 - (A) Customer must designate up to two (2) representatives who are authorized to receive notices regarding Customer's creditworthiness, including requests for additional information, and provide to MRT the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by MRT and Customer. The obligation of MRT to provide creditworthiness notifications provided for in this section is waived until Customer has designated such representative(s) and provided the Internet e-mail addresses to MRT.
 - (B) MRT will designate on its Internet web site or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness.
 - (C) Customer and MRT may mutually agree to provide creditworthiness related notifications via forms of communication other than Internet e-mail.
- (v)
 - (A) Upon receipt of either an initial or follow-up request from MRT for information to be used for creditworthiness evaluation, Customer should acknowledge receipt of MRT's request. MRT and Customer

may mutually agree to waive the requirements of this subsection (A).

- (B) Customer should respond to MRT's request for credit information, as allowed by this tariff, on or before the due date specified in the request. Customer's response will provide all the credit information requested by MRT or provide the reason(s) why any of the requested information was not provided. Customer's obligation to provide confirmation of receipt of MRT's request is met by sending such confirmation to the representatives identified by MRT pursuant to the requirements of Section 5.4(k)(iv)(B) above.
 - (C) Upon receipt from Customer of all credit information provided pursuant to this tariff, MRT will notify Customer that it has received such information. MRT and Customer may mutually agree to waive the requirements of this subsection (C).
- (vi)
- (A) At any time after Customer is determined to be non-creditworthy by MRT, Customer may initiate a creditworthiness re-evaluation by MRT. As part of Customer's re-evaluation request, Customer must update or confirm in writing the prior information provided to MRT related to Customer's creditworthiness. Such update should include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.
 - (B) After MRT's receipt of Customer's request for re-evaluation, including all requested information pursuant to this section, within five (5) business days, MRT should provide a written response to Customer's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for MRT's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) business days from the date of the receipt of Customer's request unless specified in this tariff, or if MRT and Customer mutually agree to some later date.
- (I) Certification From On-Behalf-Of Entity - If Customer is requesting service hereunder to be implemented pursuant to Subpart B of Part 284 of the Commission's regulations, Customer must provide certification that a local distribution company or an intrastate pipeline company, as those terms are defined in the Natural Gas Policy Act of 1978, on whose behalf the transportation will be performed (i) has physical custody of and transports the natural gas at some point; or (ii) holds title to the natural gas at some point, which may occur prior to, during, or after the time that the gas is being transported by MRT, for a purpose related to its status and

function as a local distribution company or its status and function as an intrastate pipeline company, or (iii) that the gas is being delivered at some point to a Customer that either is located in a local distribution company's service area or is physically able to receive direct deliveries of gas from an intrastate pipeline, and that the local distribution company or intrastate pipeline certifies that it is on its behalf that MRT is providing service.

- (m) Compliance with Tariff - Customer's submission of a request shall constitute a commitment to abide by the terms of the applicable rate schedule, including the General Terms and Conditions.

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

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

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

5.8 Allocation of Capacity

If at any time MRT has transportation and/or storage capacity available which will support additional firm services, then MRT shall conduct an Open Season and post the availability of such capacity and make such capacity available for firm service(s) upon receiving a valid request for such capacity. Open Season shall be the period of time during which MRT will receive bids for the posted capacity. Such period of time shall be posted with the notice of capacity. The allocation of such capacity among firm services shall be determined pursuant to this provision.

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

- (1) Unsubscribed Capacity: capacity that is available but is not currently subscribed or capacity that is subscribed for service which service will not commence until a later date.

- (2) Capacity under Expiring or Terminating Agreements: capacity under an existing Service Agreement for which evergreen rights will not be exercised and such capacity will not be made available for allocation to other Customers before the Right of First Refusal process set forth in Section 15 of the General Terms and Conditions in MRT's tariff has been completed, excluding capacity becoming available dependent upon displacement, or from expiring backhaul agreements.
 - (3) Capacity Created as a Result of Constructing Additional Facilities: Capacity available for subscription as a result of construction of additional facilities will be posted in accordance with FERC requirements and/or made available as part of an Open Season.
- (b) Posting: Within five days of the date when MRT has determined that firm capacity is becoming available (for capacity becoming available under expiring or terminating agreements, MRT will post the availability within five days of receiving or sending out a termination notice, except in those cases where the Right of First Refusal process applies and has not been completed), MRT shall post notice and any updates to such notice on its Internet web site of available firm capacity in accordance with FERC regulations, and such notice shall be posted between 8:00 a.m. and 10:00 a.m. Central Clock Time on regular business days. If firm capacity becomes available for subscription, such postings shall specify the type of service that is available, the dates and duration that the service will be available, the location of the available capacity and/or deliverability, any minimum terms and conditions that would be acceptable for consideration, any minimum volumes and/or rates that will be considered, whether capacity turnback will be accepted for consideration and as an alternative to construction of incremental facilities, and any other information that MRT determines to be relevant.

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

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

All postings made pursuant to this Section 5.8(b) shall also specify whether a silent auction or interactive auction procedure will be utilized and the beginning and

ending dates (after which time, new bids may not be submitted) of an Open Season, for the capacity, which period shall be for a minimum of:

- (1) four (4) business hours ending no later than 2:00 p.m. Central Clock Time for service offering(s) of 31 days or less; or
 - (2) one business day for service offerings with a term of more than 31 days but not greater than 92 days; or
 - (3) three (3) business days for service offerings with a term of more than 92 days but not greater than 365 days; or
 - (4) five (5) business days for service offerings with a term greater than 365 days.
- (c) Submission of Open Season Requests: All requests provided to MRT during an Open Season held pursuant to Section 5.8(b) shall be submitted to MRT either electronically through its Internet web site, or by facsimile, in accordance with the provisions of Section 2.7 of these General Terms and Conditions. MRT will request shippers to indicate whether they are willing to accept a prorata allocation of capacity in the event MRT is unable to satisfy the full request.
- (d) Rejection of Open Season Requests: MRT will reject requests for service that: (i) may detrimentally impact the operational integrity of MRT's system; (ii) do not satisfy all the terms of the specified posting; or (iii) do not meet MRT's creditworthiness standards as set forth in Section 26 of these General Terms and Conditions. MRT may reject requests that contain terms and conditions other than those set forth in MRT's FERC Gas Tariff. In the event MRT rejects a request, MRT will provide a detailed explanation to the requesting customer and provide such requesting customer an opportunity to amend its request, if applicable.
- (e) Award of Capacity: MRT shall comply with Commission requirements regarding the award of available firm capacity on its system. MRT shall not be obligated to accept any rate for capacity which is less than MRT's maximum authorized rate. Before capacity is posted, MRT may establish a reserve rate less than its maximum rate. Notice of the establishment of a reserve rate will be included in MRT's Open Season notice, provided that such reserve rate shall not be disclosed at the time of posting but shall be recorded and maintained by MRT for a period of three (3) years for validation purposes. Upon reasonable notice to MRT, but not before the earlier of (1) 10 days after the close of the Open Season process, or (2) the posting of a successful bid(s), a Customer or prospective Customer submitting a bid that is not withdrawn prior to the end of the Open Season may review the record of the reserve rate at MRT's offices during normal business hours.

In the event firm capacity on MRT is available for subscription and MRT awards such capacity, such capacity shall be awarded to Customers that meet MRT's creditworthiness standards (as set forth in Section 26 of the General Terms and Conditions) based upon MRT's analysis of the incremental revenues expected to be produced, lost, or affected if the request for service is accepted.

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

- (1) For each month of the term of the bid, the quantity and rate per Dth stated in the qualifying bid shall be multiplied together to derive a gross monthly revenue figure.
- (2) Each gross monthly revenue figure shall be divided by the maximum daily quantity of any month during the contract term and the number of days in the month to derive a bid rate.
- (3) Each bid rate shall be discounted to a net present value figure using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d).
- (4) The net present value figures shall be summed, and the sum shall be the bid value.
- (5) The qualifying bid(s), which produces the highest bid value to MRT, will be deemed to be the best bid(s).

Notice of such other objective and nondiscriminatory factors that will be considered shall be posted on MRT's Internet web site at the time MRT posts notice of available firm capacity under Section 5.8(b). MRT shall not consider revenues from unrelated services in the determination of incremental revenues to MRT.

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

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

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

- (f) **Posting of Successful Bidders:** Upon a determination of the Successful Bid(s), if any, and in any event, as soon as practicable, but no later than ten (10) days after the close of the Open Season process and prior to gas flow, MRT shall post a notice on its Internet web site identifying the successful bidder(s) and bid(s), if any, along with the Bid Value analysis employed in determining the successful bid, and shall provide the actual calculation of the Bid Value with sufficient clarity to permit bidders to duplicate the results.
- (g) **Binding Nature of Bids:** Bids received during an Open Season may be withdrawn prior to the end of the posted Open Season period, provided, however, that a Bidder may not withdraw a bid and resubmit a bid with a lesser value. Bids that are not withdrawn before the end of the posted Open Season period are binding.
- (h) **Tiebreaker:** If more than one bid has the same Bid Value, capacity will be awarded pro rata among the tying bidders. A bid to pay the maximum rate as it may vary from time to time for a given term will be deemed superior to a bid to pay a specified dollar rate which is equal to the maximum currently effective rate.
- (i) **Change of Primary Points:** In determining the Bid Value of a request for a change of a Primary Receipt or Delivery Point, the actual gain or loss in revenue to MRT resulting from such change shall be considered. Requests to extend the term, increase the Maximum Daily Quantity, or increase the rates provided under an existing Service Agreement with MRT shall be considered in determining the Bid Value as a request for additional service.
- (j) **Pre-Arranged Deals and Interim Firm Service:** MRT may enter into a pre-arranged Service Agreement (or precedent agreement) with any party, which provides for the prospective sale of unsubscribed firm capacity currently available or anticipated to become available. MRT will post the terms of the pre-arranged transaction, and other parties will have an opportunity to acquire the capacity by submitting a bid for the pre-arranged capacity which, if awarded, would have a higher incremental revenue to MRT. MRT shall conduct the bidding process in accordance with the provisions set forth above in this Section 5.8. Such incremental revenue shall be calculated in accordance with the criteria set forth above in Section 5.8(e). For purposes of its evaluation, MRT will consider the aggregate of two or more requests for service and award the available capacity to the request or combination of requests that results in the highest incremental revenues to MRT. If a bid or combination of bids with a higher incremental revenue to MRT is submitted, the pre-arranged Customer will have a one-time right to match the higher bid or combination of bids in order to obtain the capacity. The Service Agreement (or

precedent agreement) will specify that the capacity commitment is subject to the outcome of the bidding process and, if necessary, the election by the pre-arranged Customer to exercise its matching rights. If the pre-arranged Customer elects not to match, the capacity will be awarded to the highest bid or combination of bids which, if accepted, would have a higher incremental revenue to MRT. The parties may agree to include in the pre-arranged agreements provisions permitting prospective reductions, increases, or other specified changes in the capacity commitment. If capacity that is reserved and awarded under these procedures provides for a future commencement date, any portion of such capacity currently available, or anticipated to become available, which is unsubscribed during the interim will be made available for interim transportation services up to the service commencement date for the pre-arranged service, but without rights-of-first refusal, or other term extension rights, for which the transactions might otherwise be eligible under MRT's tariff or the Commission's regulations if, and to the extent that, such rights would permit the interim Customer to extend its service beyond the service commencement date of the pre-arranged Service Agreement.

- (k) If the capacity is not awarded at the conclusion of the Open Season, thereafter MRT may allocate the capacity pursuant to a request submitted pursuant to Section 5.1 above by a Customer or prospective Customer offering to pay the applicable recourse rate or, if acceptable to MRT, a discounted rate or a Negotiated Rate.
- (l) Disclosure of Open Season Bids: MRT shall disclose the aggregation of bids received in an Open Season for an expansion to existing Customers and to provide such Customers an opportunity to turnback their capacity after the initial Open Season if such capacity can be used to meet the demands of the Customers that submitted bids during the Open Season and offset the need for certain expansion facilities.

5.9 Contracting For Service

- (a) Upon approval of a valid request, MRT shall offer the requesting Customer Service Agreement(s) in the form of agreement set forth in this tariff. MRT will designate on its Internet web site the rate schedules for which electronic contracting via the Internet must be utilized, and all such agreements shall be in the prescribed electronic format, unless MRT otherwise agrees or emergency events prevent such electronic communications.
- (b) If Customer fails to execute and return a Service Agreement tendered by MRT within thirty (30) Days of Customer's receipt of the Service Agreement, or if, in the case of interruptible services, MRT has scheduled Customer's gas, yet Customer fails to tender gas for such services by the later of (i) the date agreed to in the Service Agreement; (ii) fifteen(15) Days following its receipt of a fully executed Service Agreement from MRT; or (iii) the date on which any necessary facilities are placed into service: then, upon giving prior notice of its intent to do so, MRT may consider Customer's request for service withdrawn and the Service Agreement

terminated by Customer, both becoming null and void and without any force and effect; provided, however, that Customer's Service Agreement shall not be terminated and Customer's request for service shall not be deemed withdrawn, if, and so long as, Customer's failure to tender gas is due to the existence of an event of force majeure upstream or downstream from MRT and, provided, further, that nothing contained herein shall prejudice Customer's right to tender a new request for service at any time.

-GENERAL TERMS AND CONDITIONS

6. FACILITIES

6.1 Unless otherwise provided in the applicable Service Agreement, any measurement and/or appurtenant facilities required at the receipt and/or delivery point(s) shall be installed, owned, operated and maintained by MRT. Customer may be required to reimburse MRT for the actual costs of any facilities acquired or installed by MRT with Customer's consent which are necessary to receive, monitor, measure, transport, store, or deliver gas to or for the account of Customer, including without limitation, right-of-way costs, loss of revenues if the installation requires the interruption of any services, overhead charges incurred as a result of the installation of any such facilities and any federal income tax associated with any amounts which qualify as contributions in aid of construction under the Tax Reform Act of 1986 or any other tax legislation. Customer shall repay MRT, either in dollars as invoiced by MRT, or at MRT's option, in kind for any gas lost from MRT's pipeline as a result of the installation, modification, or expansion of such facilities. The charges for lost gas, if invoiced, will be equal to the volume of gas lost multiplied by the actual cost of replacing such gas.

6.2 If the measurement and appurtenant facilities existing at the receipt and/or delivery point(s) are deemed adequate and operable in MRT's sole determination, then such facilities shall be used; however, if any modification or expansion of any such existing facility is deemed necessary, in MRT's sole determination, then such modification or expansion shall be performed by MRT with Customer's consent and Customer may be required to reimburse MRT for all costs, including, without limitation, overhead charges, incurred in such modification or expansion.

6.3 Each party shall at all reasonable times have access for inspection to the premises of the party operating the facilities at the receipt and/or delivery point(s) insofar as such premises are connected with any matter or thing covered hereunder; but the operation, installation, removal, repair and testing of the measuring equipment and changing of charts shall be done only by the party operating said equipment at the receipt point and/or delivery point. Either party may install, maintain, and operate at its own expense, at or near each receipt or delivery point, such check metering equipment as desired, provided that such equipment is installed so as not to interfere with the operation of any other measuring equipment.

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

6.4 Customer shall make payments within fifteen (15) days of the actual date of receipt of any billings submitted or hand delivered by MRT pursuant to this section. For purposes of this

section, the bill is deemed to be received by Customer the earlier of actual receipt or three (3) business days after the postmark or postal meter date. Late payments shall be subject to Section 17 of these General Terms and Conditions. MRT, at its sole option, may submit billings to Customer up to sixty (60) days prior to commencing construction for estimated costs to be incurred by MRT as provided in this Section 6. Any such estimated billings shall be reconciled to the actual costs of construction and any deficiency owed by the Customer shall be paid within thirty (30) days of receipt of MRT's final invoice. Any amount paid by Customer in excess of the actual cost due MRT shall be promptly refunded to Customer upon completion of the work or credited to Customer's account for future services.

- 6.5 MRT and Customer each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance, and operation of the property and equipment of the indemnifying party.
- 6.6 Notwithstanding the foregoing provisions, MRT shall have no obligation to install facilities which enhance or expand its pipeline system.

GENERAL TERMS AND CONDITIONS

7. CONDITIONS OF RECEIPT AND DELIVERY

- 7.1 Customer shall deliver, or cause to be delivered, quantities of gas to MRT at receipt point(s) and will take deliveries of gas through delivery point(s), except for deliveries into and receipts out of storage, which shall be within MRT's control. MRT is not required to provide any requested service for which capacity is not available or that would require the construction or acquisition of any new facilities. However, if facilities are constructed or installed to provide such service, MRT may require Customer to reimburse MRT for such facilities in accordance with Section 6 of these General Terms and Conditions.
- 7.2 MRT shall not be required under any circumstances to receive or deliver gas at any receipt point or delivery point if the total quantity of gas scheduled for receipt or delivery on any day is less than that required for the accurate measurement thereof.
- 7.3 Pursuant to Section 10 of these General Terms and Conditions, daily deliveries of gas by MRT to Customer or for Customer's account hereunder shall be approximately equal to daily receipts of gas by MRT from Customer for transportation hereunder, less any gas retained by MRT in providing such transportation service. MRT shall have no obligation to take receipt of gas on any day that Customer fails to take delivery of equivalent quantities of gas tendered by MRT at the delivery point(s) and MRT shall have no obligation to deliver gas to Customer or for Customer's account on any day that Customer fails to deliver equivalent quantities to MRT at the receipt point(s). However, if deliveries hereunder by MRT are greater or less than the corresponding deliveries of gas by Customer for transportation, including for storage, less any gas retained for Fuel Use and LUGF, any excess or deficiency in receipts or deliveries shall be adjusted or corrected in accordance with the terms of Section 10 of these General Terms and Conditions in addition to any other charges or remedies to which MRT may be entitled.
- 7.4 MRT may, upon sixty (60) days prior written notice provided to Customer or posted on MRT's Internet web site, delete any receipt or delivery point(s) from Customer's ITS Agreement or any secondary receipt or delivery point(s) from Customers' FTS or SCT Agreements if such point(s) will no longer be available for receipts or deliveries due to the sale of facilities, abandonment, cessation of service at or to a point, or for any other similar reason.
- 7.5 Receipt Point(s)
- (a) Pressure. Except for receipts from storage, Customer shall use due care and diligence to maintain such pressure at the receipt point(s) necessary to effect delivery of the gas at whatever working pressures exist in MRT's system at such points from time to time; in no event, however, shall Customer tender gas for

transportation at a pressure greater than the maximum pressure specified for the receipt point(s) in the Service Agreement.

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

7.6 Receipt Point Pooling

- (a) Except as otherwise stated herein, all Pool Agreements will be subject to these General Terms and Conditions.
- (b) Supply pools may be established for the MRT Pooling Areas defined in Section 1 of these General Terms and Conditions within a rate zone by any entity (Pool Operator) which satisfies MRT's credit criteria pursuant to Section 5.4(k) of these General Terms and Conditions and executes a Pool Agreement with MRT in the form provided in this tariff. Receipts from points in the applicable Pooling Areas shall be eligible for aggregation into pools for such Pooling Area. Receipt points in one Pooling Area shall not be included in a pool for another Pooling Area.
- (c) A Pool Operator must nominate the daily receipt point quantities of gas to be delivered into its pool and the total daily quantity of gas to be delivered out of its pool pursuant to MRT's nomination procedures as set forth in Section 8 of these General Terms and Conditions. Each Pool Operator must also include in its nomination the daily quantities of gas it intends to deliver to each Customer out of its pool, identifying each pool number and downstream contract number. In addition, with respect to Pool Transfers, Pool Operator must provide receipt information, as applicable.

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

- (d) Pool Transfers:

A Pool Operator may nominate deliveries from one pool to another within the same Pooling Area or in a different Pooling Area, subject to the availability of capacity and operational conditions, in any service month (i.e., outgoing Pool Transfer) on an interruptible basis. Pool Operator shall pay, or cause to be paid, the maximum applicable charge for such transfers across Pooling Areas as shown in the CURRENTLY EFFECTIVE RATES for POOL TRANSFERS provided in this tariff,

unless MRT agrees otherwise. MRT may post generally available rates for Pool Transfers on its internet web site or may enter into individual agreements with Pool Operators for Pool Transfer rates. If MRT posts generally available Pool Transfer rates, the Pool Operator's Pool Transfer nomination shall constitute its agreement to pay the applicable posted Pool Transfer rates and MRT shall not be required to make individual transactional postings regarding such transactions. MRT will not retain or charge Fuel Use and LUFG for Pool Transfers unless such transfers are across zones.

- (i) General: If a Pool Operator is receiving incoming Pool Transfers from another Pool, the Pool Operator's nominations shall notify MRT of the same. If the nominations relating to Pool Transfers submitted by the Pool Operators involved are inconsistent, the confirmation quantity shall be the lowest common quantity shown on the applicable nominations. MRT shall not be required to accept predetermined allocation methodologies for Pool Transfers nor separately provide or transmit allocations to Pool Operators relating to Pool Transfers.
- (e) Pools will be subject to the same balancing provisions and penalties for imbalances that apply to Service Agreements.
- (f) No charge(s) will be assessed to Pool Operators for deliveries into or out of a pool, except as provided in (d) above.
- (g) Limitations: MRT may limit or prohibit Pool Transfers, in whole or in part, or impose other limitations on pools, as may be necessary, on a prospective basis.

7.7 Predetermined Allocations - Receipts

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

- (b) Two welded parties should agree on who submits PDA methodology and who allocates at the point before gas flows ("allocating party").
- (c) There is no need to submit PDAs if MRT has an OBA in effect for a point. At a location which is covered by an OBA, each party to the OBA will allocate its side of the location.
- (d) Only one PDA allocation methodology should be applied per allocation period.
- (e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.
- (f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.
- (g) There are two types of allocations: daily and monthly. At a location, MRT should provide either daily allocations or monthly allocations.
- (h) The same standard allocation methodologies should be available for use at all points.
- (i) The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.
- (j) MRT should accept NAESB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.
- (k) A new allocation detail may be needed when a nomination changes.

7.8 Preliminary Allocations - Receipts

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

7.9 Actual Allocations - Receipts

Except as otherwise provided in this tariff, the preliminary allocations, modified for any adjustments agreed upon by MRT and all parties involved, shall be considered the actual

allocations. Receipt allocations shall not be changed after an imbalance has been cashed out, except changes required due to measurement adjustments and other limited circumstances, which will be specified by MRT through an Internet web site posting and will be applicable on a nondiscriminatory basis.

7.10 Flexibility for Firm Customers at Secondary Receipt Points

Firm Customers under Rate Schedules FTS and SCT may utilize any receipt point on MRT's system as a Secondary Receipt Point. In no event shall the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Receipt Point; nor shall a discount established for such firm Customer with regard to another receipt point be applied to a Secondary Receipt Point unless MRT agrees by advance written agreement to such application. However, Customer shall be assessed any additional charges applicable to its utilization of a Secondary Receipt Point.

7.11 Delivery Point(s)

- (a) Pressure. MRT shall tender for delivery and Customers shall receive the gas at the working pressures available in MRT's system at the delivery point(s) from time to time. In no event, however, shall MRT be obligated to tender for delivery or shall Customer be obligated to receive gas at a pressure greater than the maximum pressure specified in the applicable Service Agreement.
- (b) Constant Rates. MRT shall tender and Customer shall receive gas transported hereunder at uniform hourly rates as and when operationally feasible throughout each day and throughout each month.

7.12 Delivery Point Aggregation

MRT will treat all the operationally similar delivery points of an integrated system as one delivery point to the extent such points are within the same zone. Such aggregated points shall be set forth on MRT's Internet web site, and shall be designated with one delivery location code.

7.13 PDA - Deliveries

- (a) The PDA methodology provided will be utilized by MRT for the allocation of deliveries. MRT may require that such PDA methodologies be provided to it electronically via the Internet. The PDA methodologies which may be agreed upon in accordance with NAESB Standards include: ranked, pro rata (weighted), percentage, swing and operator provided value. Entities affected by the allocation of gas quantities shall be entitled to know the allocation methodology utilized, except that MRT shall keep confidential the names of the other entities involved unless otherwise agreed by the affected parties. MRT shall provide daily operational allocations within one (1) business day after the day of gas flow as set forth in

Section 10.1 of these General Terms and Conditions. MRT may use scheduled quantities as the basis for such reports if such information is the best information available.

- (b) Two welded parties should agree on who submits a PDA methodology and who allocates at the point before gas flows ("allocating party").
- (c) There is no need to submit PDAs if MRT has an OBA in effect for a point. At a location which is covered by an OBA, each party to the OBA will allocate its side of the location.
- (d) Only one PDA allocation methodology should be applied per allocation period.
- (e) The upstream or downstream party providing the point confirmation should submit the PDA to the allocating party after or during confirmation and before start of gas day.
- (f) The allocating party should send back "confirmation" of receipt of the PDA within 15 minutes.
- (g) There are two types of allocations: daily and monthly. At a location, MRT should provide either daily allocations or monthly allocations.
- (h) The same standard allocation methodologies should be available for use at all points.
- (i) The types of allocation methodologies are on a list from which two parties may agree. If the two parties cannot agree upon an allocation methodology, pro rata based upon confirmed nominations (that are scheduled) should be used as the default method. The party responsible for custody transfer (the party performing the measurement function) should provide the allocation.
- (j) MRT should accept NAESB approved allocation methodology types from the upstream or downstream custody transfer party who is providing the point confirmation.
- (k) A new allocation detail may be needed when a nomination changes.

7.14 Preliminary Allocations - Deliveries

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

7.15 Actual Allocations - Deliveries

- (a) Except as otherwise provided in this tariff, the preliminary allocations, as adjusted, shall be the actual allocations when the actual metered or allocated quantities are invoiced.
 - (i) The responsibility for calculation and reporting of allocated quantities should rest with MRT (the party responsible for accepting NAESB allocation types). MRT should provide allocation statements.
 - (ii) As a minimum, allocations should be provided by both contract and location.
 - (iii) The data elements should accommodate multi-tier allocations. If MRT chooses to support multi-tier allocations or already accepts multi-tier allocations, the data elements should accommodate it.
- (b) Delivery allocations shall not be changed after an imbalance has been cashed out pursuant to Section 10 of these General Terms and Conditions, except changes required due to measurement adjustments and other limited circumstances, which will be specified by MRT through an Internet web site posting and will be applicable on a nondiscriminatory basis.

7.16 Flexibility for Firm Customers at Secondary Delivery Points

Firm Customers under Rate Schedules FTS and SCT may utilize Secondary Delivery Points. In no event shall either: (a) the rates and charges under the existing Service Agreement be reduced as a result of utilization of a Secondary Delivery Point; or (b) any discount granted with respect to another delivery point for such firm Customer apply to the Secondary Delivery Point(s) absent MRT's advance written agreement thereto.

GENERAL TERMS AND CONDITIONS

8. NOMINATIONS, SCHEDULING, AND CURTAILMENT

8.1 Nomination Procedures

- (a) General Procedures. A Customer, Pool Operator, or Customer's or Pool Operator's designee, shall submit to MRT prior to the applicable nomination deadline an electronically communicated nomination, unless MRT otherwise agrees or emergency events prevent such electronic communication, containing all data elements required by NAESB Standards including the following information:
 - (i) Contract Number;
 - (ii) Customer's or Pool Operator's name and nomination representative;
 - (iii) Nomination representative's telephone and facsimile number and e-mail address;
 - (iv) On-behalf-of entity (if transportation is to be performed pursuant to Subpart B);
 - (v) The quantities to be received in Dth per day by Receipt or Pool Location Code and the quantities to be delivered in Dth per day by Delivery or Pool Location Code for each contract and the effective dates of such quantities; and
 - (vi) The appropriate Fuel Use and LUFG deductions.
 - (vii) All nominations should include Customer defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Customers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.
 - (viii) All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in MRT's contract or tariff.
 - (ix) Quantities nominated at receipt points, less Fuel Use and LUFG, shall equal the nominated quantities at delivery points under a Service Agreement.

- (b) The Receipt and Delivery Location Codes are provided to Customers and Pool Operators on MRT's Internet web site or in MRT's gas management system.
- (c) If an upstream or downstream party requires additional information or additional information is otherwise required by MRT, upon notification by MRT, Customer or Pool Operator must provide such additional information as specified by MRT.
- (d) A separate nomination shall be submitted to MRT for each Delivery Location and Service Agreement. Once a nomination, excluding intraday nominations, has been submitted by a Customer or a Pool Operator and accepted and confirmed by MRT, such nomination shall remain in effect until the end date set forth in the nomination unless changed pursuant to the provisions of this Section 8. If an end date is not provided, the nomination end date, except for intraday nominations, will default to the last day of the month in which the nomination begin date occurs.
- (e) Transfer Nominations. MRT accommodates TTT on its system via the procedures specified in this Section 8.1(e). Other than processing valid nominations to reflect the in-place transfer of gas, MRT shall be required to provide no accounting services relating to TTT.
 - (i) Whenever gas is purchased or sold at a receipt point on MRT's system, including storage withdrawals and pooling point(s), by an entity that is not nominating the gas for receipt by MRT under a Service Agreement, that entity must submit a transfer nomination to MRT, which identifies the Dth quantities, the entities from whom the gas is being bought, and the entities to whom the gas is being sold. Transfer nominations must be received by MRT on or before the applicable deadlines for Customer and Pool Operator nominations. If there is more than one entity receiving gas from a transfer nomination, the predetermined allocation methodology to be utilized for those gas deliveries will be pro rata based upon quantities specified in the transfer nomination, unless another methodology has been agreed upon. MRT shall have the right to require entities submitting transfer nominations to MRT to enter into an agreement outlining such entities' responsibilities.
 - (ii) A party desiring to provide TTT services which arise from or terminate with activity on MRT's system shall do so as authorized agent for the entities transferring title. If any of such entities are Customers or Pool Operators, such 3PAD shall be required to enter into an agency agreement in MRT's then current form, among the Customer or Pool Operator, MRT and the 3PAD.
- (f) Nomination Deadlines.

- (i) MRT provides the following standard nomination cycles (all times CT):
 - (A) Timely Nomination Cycle: The standard nominations timeline should be as follows: 1:00 p.m. for nominations leaving control of the nominating party; 1:15 p.m. for receipt of nominations by MRT (including from TTTSPs), 1:30 p.m. for quick response; 4:30 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 5:00 p.m. for receipt of scheduled quantities by Customer and point operator (central clock time on the day prior to flow).
 - (B) Evening Nomination Cycle: On the day prior to flow: 6:00 p.m. for nominations leaving control of the nominating party; 6:15 p.m. for receipt of nominations by MRT (including from TTTSPs); 6:30 p.m. to send quick response; 8:30 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 9:00 p.m. for MRT to provide scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from a nomination pursuant to this Section 8.1(f)(i)(B) will be effective at 9:00 a.m. on the day of flow.
 - (C) Intraday 1 Nomination Cycle: On the day of flow: 10:00 a.m. for nominations leaving control of the nominating party; 10:15 a.m. for receipt of nominations by MRT (including from TTTSPs); 10:30 a.m. to send quick response; 12:30 p.m. for receipt of completed confirmations by MRT from upstream and downstream connected parties; 1:00 p.m. for MRT to provide scheduled quantities to affected Customers and point operators, including notice to bumped Customers. Scheduled quantities resulting from intraday nominations pursuant to this Section 8.1(f)(i)(C) will be effective at 2:00 p.m. on the day of flow.
 - (D) Intraday 2 Nomination Cycle: On the day of flow: 2:30 p.m. for nominations leaving control of the nominating party; 2:45 p.m. for receipt of nominations by MRT (including from TTTSPs); 3:00 p.m. to send quick response; 5:00 p.m. for receipt of completed confirmation by MRT from upstream and downstream connected parties; 5:30 p.m. for MRT to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from Intraday 2 Nominations will be effective at 6:00 p.m. on the day of flow.

- (E) Intraday 3 Nomination Cycle: On the day of flow: 7:00 p.m. for nominations leaving control of the nominating party; 7:15 p.m. for receipt of nominations by MRT (including from TTTSPs); 7:30 p.m. to send quick response; 9:30 p.m. for receipt of completed confirmation by MRT from upstream and downstream connected parties; 10:00 p.m. for MRT to provide scheduled quantities to affected Customers and point operators. Scheduled quantities resulting from Intraday 3 Nominations will be effective at 10:00 p.m. on the day of flow. Bumping shall not occur due to intraday nominations pursuant to this Section 8.1(f)(i)(E).
- (F) For purposes of NAESB WGQ Standard No. 1.3.2 ii, iii, and iv (Section 8.1(f)(i)(B)(E) above), “provide” shall mean for transmittals pursuant to Standards 1.4x (electronic data interchange) receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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

- (ii) All nominations should be considered original nominations and should be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only.
- (iii) Nominations received after nomination deadline should be scheduled after the nominations received before the nomination deadline.
- (iv) Incomplete or Late Nominations. A Customer's or Pool Operator's failure to submit properly completed nominations may result in gas not being transported, pooled, or injected or withdrawn from storage. A Customer's or Pool Operator's failure to submit a nomination by the applicable deadline may result in delays for the requested service. Late nominations will not be accepted if such acceptance would result in the curtailment of gas previously scheduled, unless MRT and all affected parties agree to the contrary.
- (g) Intraday Nominations. Any nomination submitted after the nomination deadline for the day of gas flow specified in Section 8.1(f)(i)(A) herein shall be treated as an intraday nomination. For services that provide for intraday nominations and

scheduling, there will be no limitation as to the number of intraday nominations (line items as per NAESB Standard 1.2.1) which a Customer or Pool Operator may submit at any one standard nomination cycle or in total across all nomination cycles. An intraday nomination is effective only for the day specified in the nomination, must be submitted by the applicable deadline set forth in Section 8.1 (f)(i) above, and remains in effect through the end of such day.

- (i) Intraday nominations can be used to nominate new supply or market or to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas.
- (ii) Intraday nominations do not rollover (i.e., intraday nominations span one (1) day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if intraday nomination modifies an existing nomination.
- (iii) MRT will give scheduling priority to service under Rate Schedule NNT and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. Otherwise, MRT will not accept or confirm an intraday nomination that would result in a change to any other Customer's or Pool Operator's scheduled and flowing quantities for that day without their prior consent. MRT will provide advance notice using the mechanisms provided for in Section 9.6 below for notifying Customers of OFOs to interruptible Customers of reductions in scheduled and/or flowing quantities resulting from intraday nominations by firm Customers in accordance with Section 8.1(f)(i) above. MRT will notify any such interruptible Customer if any penalties will apply on the day its scheduled and/or flowing quantities are reduced. If MRT does not notify an interruptible Customer in advance of reductions in scheduled and/or flowing quantities due to an intraday nomination by a firm Customer, no penalties will be imposed by MRT on such interruptible Customer for the day of the reduction. No penalties other than penalties assessed during periods in which OFOs and/or curtailment orders are in effect will be imposed by MRT on interruptible Customers whose scheduled and/or flowing quantities were reduced due to firm Customers' intraday nominations.
- (iv) Intraday nominations submitted on the day prior to gas flow, if scheduled, will take effect at the start of the next gas day, 9:00 a.m. central clock time.
- (h) **Nomination Confirmation.** MRT shall contact the appropriate upstream and downstream parties to confirm the nominated quantities.
 - (i) **Confirmation of Nominations.** Unless the Confirming Parties have agreed to Confirmation by Exception, after the nomination deadline for a cycle

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

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

documentation of the scheduled quantity to explain why the nomination failed, as applicable:

- (1) MRT did not conduct the confirmation;
 - (2) The upstream confirming party did not conduct the confirmation;
 - (3) The upstream service requester did not have the gas or submit the nomination;
 - (4) The downstream confirming party did not conduct the confirmation; and
 - (5) The downstream service requester did not have the market or submit the nomination.
- (ii) Nomination Changes Due to Daily Imbalances. Customers, Pool Operators, and Parties to Operational Balancing Agreements with MRT are responsible for ensuring that daily flows match confirmed nominations. If MRT determines that actual daily flows under a particular agreement differ from the confirmed nominations, MRT may require prospective nomination changes by receipt or delivery point(s) in order to balance agreements as closely as possible.
- (iii) At the end of each gas flow day, MRT shall make available electronically via the Internet to Customers and Pool Operators information containing scheduled quantities, including scheduled intraday nominations and any other scheduling changes.
- (i) Curtailment and Interruptions in Service. MRT shall notify Customer(s) and Pool Operator(s) affected by interruptions in service or curtailment pursuant to Section 8.3 of these General Terms and Conditions as soon as practicable. MRT shall also notify the affected Customer(s) or Pool Operator(s) as soon as practicable of the resumption of service, and upon such notification, the Customer or Pool Operator shall verify the level of service desired. MRT may require a Customer or Pool Operator to submit a completed nomination specifying the level of service desired. MRT may provide such notices to Customers and Pool Operators electronically via the Internet.

8.2 Scheduling Procedures

- (a) Storage services will be scheduled in the following order, from highest to lowest priority:

- (i) Firm storage injections and withdrawals consistent with the requirements set forth in Rate Schedule FSS.
 - (ii) Interruptible and overrun storage service from highest to lowest rate. In the event there is insufficient capacity or daily storage deliverability to schedule all such services at the same rate, MRT shall allocate the available capacity or daily storage deliverability pro rata based upon confirmed nominations.
- (b) Definitions
 - (i) The term "Line Priority" shall mean the quantities on a particular line within a rate zone (West Line, Main Line/Field Zone, Main Line/Market Zone or East Line) for receipts, or the sum of a Customer's Primary Delivery Point quantities on a particular line within a rate zone for deliveries, excluding any quantities related to storage, pursuant to the Service Agreement being utilized, as adjusted to reflect any released capacity.
 - (ii) The term "Rate Zone Capacity" shall mean the maximum amount of firm capacity a Customer has contracted for in a particular rate zone on MRT's system pursuant to Customer's Service Agreement. For scheduling purposes, Rate Zone Capacity will be adjusted to reflect any released capacity.
 - (iii) The term "Line Capacity" (West Line, Main Line, or East Line) shall mean the total amount of capacity a Customer has contracted for on a particular line based on its Primary Path pursuant to the Service Agreement being utilized, as adjusted to reflect any released capacity consistent with the terms of a temporary release. The Line Capacity on the West Line for a Customer with a forward-haul Primary Path that includes Primary Receipt Point(s) on the West Line shall be based on a pro rata share, specified in its Service Agreement, of the total daily amount of available capacity on the West Line; provided however, that a Customer's total amount of Line Capacity on the West Line shall not exceed its Rate Zone Capacity in the Field Zone.
- (c) Transportation services other than storage services scheduled in accordance with Section 8.2(a) will be scheduled in the following order, from highest to lowest priority:
 - (i) All firm services, in the following order, from highest to lowest priority:
 - (A) All firm services utilizing receipt and delivery points within the Customer's Primary Path (for purposes hereof, primary points within the Reticulated System are deemed to be within the Primary

Path and of equal priority), Line Priority and Rate Zone Capacity, in the following order:

- (1) Firm services utilizing Primary Receipt Points for redelivery to Primary Delivery Points;
- (2) Firm services utilizing Secondary Receipt Points for redelivery to Primary Delivery Points;
- (3) Firm services utilizing Primary Receipt Points for redelivery to Secondary Delivery Points; and
- (4) Firm services utilizing secondary receipt points for redelivery to secondary delivery points.

However, if there is insufficient capacity available to schedule all service within a subcategory in category (A) due to a constraint other than at a receipt or delivery point, all Customers affected by such constraint within that subcategory of category (A) will be scheduled equally, on a pro rata basis based upon Line Priority. Constraints at receipt or delivery points shall be scheduled in accordance with Section 8.2(d) below.

- (B) All firm services utilizing receipt and delivery points within the Customer's Line Priority and Rate Zone Capacity, and flowing gas in the same direction as the Customer's Primary Path, not included in category (A) above, in the order set out in subcategories (A)(2) through (A)(4);
 - (C) All firm services utilizing receipt and delivery points within the Customer's Rate Zone Capacity, and flowing gas in the same direction as the Customer's Primary Path, not included in categories (A) and (B) above, in the order set out in subcategories (A)(2) through (A)(4); and
 - (D) All firm services utilizing receipt and delivery points not included in categories (A), (B) and (C) above.
- (ii) Secondary transactions which would otherwise fall within scheduling category (B) or (C) above but for the reversal of flow direction, shall continue to be scheduled within such category or applicable subcategory if, and to the extent that, such reverse flow from the Primary Path creates capacity or relieves constraints. In the event there is insufficient capacity available to schedule all firm service within a subcategory in category (A) or categories (B), (C), or (D) above, all firm Customers within that subcategory

or category will be scheduled on a pro rata basis based upon Line Priority and to the extent two or more of such firm Customers have Line Priority equal to zero (0), such firm Customers will be scheduled, as between each other, on a pro rata basis based upon Rate Zone Capacity; provided, however, if a Releasing Customer creates a Secondary Path for a Replacement Customer, the Replacement Customer's nomination to utilize points within such Secondary Path shall have priority over a nomination to use points within the same path by the Releasing Customer.

- (iii) Customers may utilize primary points in excess of individual primary point capacity only on a secondary point basis. Scheduled Quantities exceeding Rate Zone Capacity (as defined in Section 8.2(b)(ii) of the General Terms and Conditions) shall be considered authorized overrun volumes.
- (iv) All interruptible and authorized overrun services in the following order, from highest to lowest priority:
 - (A) MRT shall first schedule interruptible and authorized overrun services for which the maximum rate is to be paid.
 - (B) MRT shall next schedule discounted interruptible and authorized overrun services based on the rate to be paid, from highest to lowest, with service for which the highest rate is to be paid scheduled first.
- (v) In the event there is insufficient capacity to schedule all interruptible and authorized overrun services at the same rate, MRT shall allocate the available capacity pro rata based upon confirmed nominations.
- (d) When the constraint occurs only at a point and/or associated facilities, properly submitted and confirmed nominations for firm service at primary points shall have priority over firm service at secondary points. If there is insufficient point capacity available within a category, all Customers affected within a category will be scheduled equally, on a pro rata basis, based upon nominations. MRT shall notify any Customer whose service is to be interrupted pursuant to this provision no later than 4:30 p.m. CT on the day before the day on which such higher priority service is to commence. However, if in order to provide No Notice Transportation service pursuant to the terms and conditions of Rate Schedule NNT, MRT is required to interrupt a lower priority of service, MRT shall notify any Customer whose service is to be interrupted as soon as is reasonably practicable. MRT may provide such notifications to Customers electronically via the Internet.
- (e) Firm secondary point scheduled quantities within MDQ plus applicable fuel shall not be interrupted during the day as a result of subsequent nominations by firm Customers desiring to utilize such points as secondary points.

- (f) Previously scheduled interruptible and AOR service will not be interrupted during the day in order to provide service for a higher priority interruptible or AOR service pursuant to an intraday nomination.
- (g) Nominations to make up imbalance quantities may be denied if all other services cannot be scheduled.
- (h) Customers utilizing capacity within the Primary Path through the capacity release program pursuant to Section 14 of these General Terms and Conditions shall have their transactions scheduled according to the priority of the Releasing Customer's Service Agreement (i.e., Section 8.2(c)(i)(A)), and Customers utilizing a Secondary Path shall have their transactions scheduled pursuant to Section 8.2(c)(i)(B)-(D), as applicable.
- (i) Deliveries out of a pool, except Pool Transfers, will be prioritized for scheduling purposes pursuant to Section 8.2(c) herein as a Secondary Receipt Point and as if the pool were an actual receipt point. Deliveries into a pool will be prioritized for scheduling purposes on an interruptible basis.
- (j) If a Customer nominates receipts from more than one pool and a conflict arises as to which pool receives the Customer's higher scheduling priority, then the Customer's priority shall be prorated between or among the affected pools.
- (k) MRT shall redetermine the priority of each Customer and Pool Operator under Section 8.2 and reallocate capacity hereunder on a periodic basis as is necessary for MRT to recognize the priority of new Customers and Pool Operators or to reflect any changes in the priorities of existing Customers and Pool Operators, to assure service to its firm Customers, and to accommodate the operational requirements of the system.
- (l) MRT shall have the unqualified right to interrupt Transportation Services, Storage Services, or both at any time under MRT's interruptible rate schedules to provide service under MRT's firm rate schedules pursuant to a properly submitted nomination or under Rate Schedule NNT. MRT will give scheduling priority to service under Rate Schedule NNT and intraday nominations submitted by firm Customers over nominated and scheduled and/or flowing quantities for interruptible Customers. MRT shall interrupt interruptible and authorized overrun quantities in sequence pursuant to the priorities specified in Section 8.2 herein, from lowest to highest priority. MRT shall notify any Customer whose service is to be interrupted pursuant to this provision in accordance with Section 8.1(f)(i) above. However, if, in order to provide No Notice Transportation service pursuant to the terms and conditions of Rate Schedule NNT, MRT is required to interrupt a lower priority service, MRT shall notify any Customer whose service is to be interrupted

as soon as is reasonably practicable. MRT may provide such notifications to Customers electronically via the Internet.

- (m) In making reductions in nominated quantities during the scheduling process, MRT will use Customer or Pool Operator provided rankings for service under its Service Agreement if not in conflict with the priorities set forth in Section 8 of these General Terms and Conditions.
- (n) For nominations pursuant to the cycle described in Section 8.1(f)(i)(A) above, MRT will complete the scheduling process and provide information on scheduled quantities by 4:30 p.m. CT on the day prior to gas flow.
- (o) In addition to the foregoing, the scheduling, allocation and curtailment of capacity pursuant to this Section 8 shall conform to the provisions of Section 19.2 governing the negotiated and recourse rates.

8.3 Curtailment Procedures

- (a) MRT shall have the right to curtail or discontinue tariff services or both in whole or in part on all or a portion of its system at any time for reasons of force majeure or when in MRT's sole judgment reasonably exercised, capacity or operating conditions so require. MRT shall provide Customers such notice of the curtailment as is reasonable under the circumstances. MRT may provide such notifications to Customers electronically via the Internet.
- (b) If the conditions or event which caused the interruption or curtailment are anticipated to continue, scheduling of service pursuant to Section 8.2(c) shall be implemented to the extent required in conformity with the provisions of this section.
- (c) In the event of a curtailment pursuant to Section 8.3(a) above, interruptible and authorized overrun services shall be curtailed first. Interruptible and authorized overrun services shall be curtailed from lowest to highest rate. Interruptible and authorized overrun Customers may elect to waive discounts during curtailments; any such election shall be reflected in any discount agreement between MRT and the Customer. Interruptible and authorized overrun services at maximum rate shall be curtailed after all discounted interruptible and authorized overrun services have been curtailed. In the event that interruptible and authorized overrun service at the same rate must be curtailed, service shall be curtailed pro rata based on confirmed nominations. Following the curtailment of all interruptible and authorized overrun transportation services, firm transportation service shall be curtailed pro rata based on each Customer's MDQ in each zone. Firm Customers utilizing secondary receipt points without Line Priority will be curtailed before such Customers with Line Priority. Following the curtailment of all interruptible and authorized overrun storage withdrawals, firm storage withdrawals shall be

curtailed pro rata based on each Customer's current maximum daily deliverability. Following the curtailment of all interruptible and authorized overrun storage injections, firm storage injections will be curtailed pro rata based on contracted storage capacity.

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

MRT shall have the responsibility to inform only its Customers and the immediate upstream or downstream facility operators involved in a transaction of any curtailment or interruption. Curtailed Customers shall indemnify MRT against and hold MRT harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by MRT, which shall include any curtailment or interruptions described in any part of this section; provided, however, Customers shall not be required to indemnify MRT for any damages resulting from MRT's negligence or willful misconduct.

8.4 Emergency Reallocation

- (a) In the event an emergency situation, including an environmental emergency, should arise in which supplemental deliveries of gas are required in order to serve human needs or avoid substantial damage to property, MRT shall have the right to reallocate capacity and/or divert gas supplies to forestall the emergency upon receipt of verified proof that such an emergency exists, provided the aggregate of MRT's deliveries to any Customer shall not exceed the Customer's authorized MDQ. Only Customers subscribing to MRT's FSS and FTS or SCT shall be eligible to declare such an emergency.
- (b) A Customer declaring an emergency situation pursuant to this section must supply an affidavit executed by an officer or other person authorized to bind the Customer stating:
 - (i) An emergency exists and diversion of supplies or reallocation of capacity is necessary to serve human needs or avoid substantial damage to property. A description of the emergency and the Customer's estimate of its duration should be included;

- (ii) The Customer has exhausted all available alternatives to avert the emergency;
 - (iii) The Customer has curtailed its use or distribution of gas other than that necessary to serve human needs or avoid substantial damage to property; and
 - (iv) The Customer shall indemnify MRT against damages resulting from the diversion of supplies or reallocation of capacity to meet the emergency; provided, however, Customers shall not be required to indemnify MRT for any damages resulting from MRT's negligence or willful misconduct.
- (c) Within thirty (30) days of the termination of the emergency, the Customer declaring the emergency must provide MRT a complete explanation of the emergency, and a description of the steps it is taking to prevent a similar occurrence in the future. MRT may require Customers to provide such explanations via the Internet.
- (d) Where a Customer's declaration of an emergency results in the diversion of gas supplies, the Customer shall pay MRT \$10 per Dth for the diverted supplies, which MRT will credit to the Customers whose supplies were diverted.
- (e) Where a Customer's declaration of an emergency results in the reallocation of capacity, the Customer shall pay MRT \$5 per Dth per day for the reallocated capacity which MRT will credit to the Customers whose capacity was reallocated.
- (f) MRT shall not be liable for any damages resulting from the reallocation of capacity or diversion of supplies based upon information supplied in a Customer's affidavit under the terms of this section. A Customer which declares an emergency under this section shall be liable for any damages suffered by another Customer whose capacity is reallocated or whose gas supplies are diverted, to the extent such damages exceed the payment made by the Customer that declares the emergency.
- (g) Customers are encouraged to enter into voluntary emergency reallocation and diversion agreements in the form set forth in this tariff. Such agreements must be filed with MRT on or before October 1 and have an effective date of the following November 1. Each agreement shall remain effective for the period specified in the agreement. If no such voluntary agreement is applicable to an emergency reallocation or diversion, MRT will reallocate capacity and divert gas supplies pro rata from all Customers whose capacity or gas supplies may be used to resolve the emergency; however, MRT will not reallocate capacity or divert gas supplies when the affected Customer furnishes an affidavit certifying that such reallocation or diversion will cause another emergency situation pursuant to this section.

GENERAL TERMS AND CONDITIONS

9. SYSTEM MANAGEMENT

- 9.1 MRT will at all times maintain operational control of all of its storage, transmission and other facilities. MRT shall endeavor to preserve the overall operational integrity of its system; provided, however, that MRT shall not be obligated to buy or sell gas or to install additional compression or otherwise modify its system for these purposes. Operating personnel for Customers and other entities which are physically taking delivery of gas from MRT or tendering gas to MRT shall cooperate with MRT in furtherance of this Section 9. Each Customer shall designate one or more persons for MRT to contact on operating matters at any time, 24 hours a day, every day. If MRT cannot contact any Customer because that Customer's contact person is unavailable, such Customer shall be solely responsible for any consequences arising from such failure of communication.
- 9.2 For the purpose of this Section 9, the overall operational integrity of MRT's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance (including the capability and deliverability of storage reservoirs), the overall operating performance of the entire physical system (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of adequate system pressure, total system deliverability and the quality of gas delivered.
- 9.3 MRT has reserved 30,000 Dth per day of storage deliverability and the right to recall an additional 70,000 Dth per day of storage deliverability pursuant to Section 4.6 of Rate Schedule FSS. Such deliverability will be used to provide no-notice deliveries, instantaneous redelivery of Customer requirements, proper line pack management, and to cover unintentional daily imbalances.
- 9.4 MRT shall have the unqualified right to utilize all system resources to alleviate conditions which threaten the overall operational integrity of MRT's system, or to provide services as set forth in this tariff. MRT may buy and sell gas to the extent necessary to meet its service obligations, to maintain system pressure, to manage system storage, to replenish any storage retained by MRT for system operations, to provide adequate storage inventory to support storage services except to the extent the Customer is responsible for such inventory, to maintain line pack and provide additional line pack for new facilities, to perform the cashout procedures under Section 10 of these General Terms and Conditions, and to perform other functions of MRT in connection with transportation and storage services. Nothing herein shall impose on MRT any obligation to provide a supply function to any of its transportation or storage customers; provided, however, that MRT may rely on system storage and line pack to provide instantaneous receipt and delivery and tolerances as applicable under any rate schedule. MRT shall not be liable to any person for actions taken for these purposes except for MRT's negligence or undue discrimination.

- 9.5 If, in MRT's sole discretion, it is necessary or desirable in order to preserve the overall operational integrity of MRT's system, MRT may issue:
- (a) Operational Flow Orders, or
 - (b) System Protection Warnings.
- 9.6 MRT will post Operational Flow Orders and System Protection Warnings on its Internet web site or provide notice to its Customers by any other reasonable means.
- 9.7 Operational Flow Orders
- (a) An Operational Flow Order may be noticed if MRT determines that (i) pressures in its pipeline, system, or in a portion or portions thereof, threaten to move, or have moved, beyond the normal minimum or maximum operating ranges for such system or portion(s); (ii) actual storage activity, on a cumulative basis, threatens to move, or has moved, beyond cumulative daily scheduled injections and/or withdrawals of its firm Customers; (iii) system receipts and/or deliveries threaten to move, or have moved, into a range which would impinge upon line pack and storage capacity determined by MRT as prudently required to be retained for operations and flexibility to meet changing conditions; (iv) safe and efficient operation of MRT's system, or segments thereof, consistent with applicable laws, regulations, orders and standard industry operating practices is threatened; (v) operational action is required due to the occurrence of an event of force majeure or in order to maintain or repair physical facilities; or (vi) for any other reason, including operating conditions, weather and actions of any Customers contrary to rights and obligations under this tariff, MRT's projected system deliverability or operational integrity, including the ability to provide any Customer its firm service entitlement, is threatened or compromised. The operational conditions that would cause MRT to issue a System Protection Warning and/or Operational Flow Order shall be posted, and quantified, to the extent practicable, on MRT's Internet web site and updated from time to time, as necessary.

The Operational Flow Order shall identify with specificity the type of Operational Flow Order which is being issued (Standard or Emergency Response), the operational problem to be addressed, the action(s) Customers must take, the time by which Customers must take the specified action(s), the period during which the order will be in effect, and the conditions which will cause the Operational Flow Order to end. To the extent that the effective period of the OFO is dependent on operational variables, MRT will post information about the status of such variables during the effective period of such OFO, as soon as practicable after, and to the extent that, such information becomes available to MRT. MRT will provide as much advance notice to affected Customers as is operationally feasible before issuing an Operational Flow Order. When MRT issues an Operational Flow Order with less than twenty-hour notification, it will send to the Commission a detailed explanation

of all relevant information specific to that individual situation to justify the issuance of the Operational Flow Order. To the extent operationally feasible, MRT will post System Protection Warnings on its Internet web site to advise Customers of the possibility of conditions that may lead to an OFO and/or that an OFO may be issued. Any such posting shall constitute prior notice that an OFO may be imminent.

- (b) Consistent with the provisions in Section 9.7(a) above, MRT will issue two types of Operational Flow Orders:
 - (i) Standard Operational Flow Orders are defined as pre-emptive or preventive actions or measures that neutralize or reduce threats to, or otherwise preserve, as determined by MRT in its sole discretion, the integrity of all or a portion of its system; and
 - (ii) Emergency Response Operational Flow Orders are defined as actions or measures required by MRT that neutralize or reduce threats to, or otherwise preserve, the integrity of all or a portion of its system which requires immediate response as determined by MRT in its sole discretion.
- (c) An Operational Flow Order may require a Customer to take any of the following actions, or similar actions:
 - (i) In the case of a storage Customer, to inject gas into or withdraw gas from storage in accordance with a schedule ordered by MRT. Injections or withdrawals may be required at any time during the year.
 - (ii) Commence or increase supply inputs into MRT's system or at specific points, or shift such supply inputs (in whole or in part) to different points; or, alternatively, cease or reduce deliveries from MRT's system or at specific points.
 - (iii) Cease or reduce supply inputs into MRT's system or at specific points; or, alternatively, commence or increase deliveries of gas from MRT's system or from specific points, or shift deliveries to different points.
 - (iv) Eliminate transportation imbalances.
 - (v) Change the storage/supply delivery mix.
 - (vi) Conform actual receipts and deliveries to scheduled receipts and deliveries.
 - (vii) Delay changes in deliveries up to twenty-four hours to account for the molecular movement of gas.

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

No penalties will apply to actions taken in accordance with Operational Flow Orders. Imbalances attributable to complying with Operational Flow Orders which are not eliminated during the current month will be valued at the applicable average weekly price used to determine the Index Buy or Index Sell Price, as applicable, for the week in which such imbalances occurred. MRT shall provide a daily reservation charge credit to each Customer whose firm capacity is diminished by an Operational Flow Order issued as a result of MRT's negligence. The daily reservation charge credit shall be equal to the actual daily diminution of capacity multiplied by the Customer's Monthly Reservation Charge computed at 100% load factor for the duration of the Operational Flow Order.

- (d) MRT may issue an Operational Flow Order requesting that a Customer exceed its Primary Receipt Point or Primary Delivery Point quantities, but compliance with such a request shall be voluntary.
- (e) MRT may issue an Operational Flow Order requiring Customers to increase receipts into MRT's system at the NGPL-Clinton County and Trunkline- Clay County receipt points to replicate the system flows necessary to preserve the overall operational integrity of the system. MRT may need to issue Operational Flow Orders at these critical points at any time. Each Customer's pro rata share of any such receipt requirement shall be based on the ratio of its Primary Receipt Point quantities at those receipt points to the total Primary Receipt Point quantities of all Customers at those receipt points. If a Customer does not increase receipts into MRT's system at the NGPL-Clinton County and Trunkline-Clay County receipt points in response to an Operational Flow Order issued pursuant to this subsection, the Customer shall not be subject to a penalty; however, any diminution of MRT's East Line deliverability of any amount which results from the Customer's failure to comply with such an Operational Flow Order shall be borne by the noncomplying Customer(s). At all other receipt points, in response to Operational Flow Orders, Customers must increase receipts up to their Primary Receipt Point quantities to the extent that they have sufficient gas supplies available to enable them to comply with such Operational Flow Orders.
- (f) Any Customer which fails to adjust its receipts and/or deliveries in compliance with an Operational Flow Order, subject to the other provisions of this section, shall be assessed a penalty for the quantity variance between the Customer's conduct and the conduct required by the OFO, as follows: (i) if MRT has issued a Standard Operational Flow Order, there shall be a penalty of \$10.00 per Dth, and the Highest Daily Reference Spot Price, per Dth, shall be added to such penalty amount; and (ii) if MRT has issued an Emergency Response Operational Flow Order, there shall be a penalty of \$25.00 per Dth, and the Highest Daily Reference Spot Price, per Dth, shall be added to such penalty amount. The Highest Daily Reference Spot Price is

defined as the highest spot price during the OFO period, which price shall be determined in the same manner as the daily prices used to calculate the Index Sell Price in Section 10.3 of these General Terms and Conditions. The Customer shall not be subject to such penalties and charges if Customer has complied within a reasonable range, which range shall be specified in the Operational Flow Order to the extent operationally feasible. Variances which improve system integrity will not be penalized. During periods in which OFOs are in effect, unless critical circumstances dictate otherwise, OFO penalties will not be imposed when a nomination is required to comply with the OFO and the Customer has not been given an opportunity to correct the circumstances giving rise to the OFO.

- (g) Any Customer failing to abide by an Operational Flow Order issued pursuant to this Section shall be subject to any applicable penalties, shall be responsible for damages, and shall indemnify MRT against any claims by third parties resulting from the Customer's failure to comply with the Operational Flow Order.
- (h) MRT shall maintain a log on its Internet web site of the Operational Flow Orders it issues, which shall show the date and time the Operational Flow Order was issued; the duration of the Operational Flow Order; the action the Customer(s) was ordered to take; the factors causing the Operational Flow Order to be issued; and the factors causing the Operational Flow Order to be lifted. Each log entry will remain posted on the Internet web site for at least thirty (30) days.
- (i) MRT may invoke the provisions of this Section 9 to suspend or limit a Customer's right to segment a Primary Path, or otherwise limit aspects of segmentation.

9.8 System Protection Warnings

- (a) To the extent operationally feasible, MRT will post a System Protection Warning if MRT anticipates problems which threaten overall operational integrity on any portion or all of its system. The System Protection Warning will identify the portion of MRT's system which is affected, the nature of the potential system integrity problem, recommendations regarding Customer actions and/or alternatives which would result in the lowest likelihood and/or most limited application of an OFO, and the estimated duration of the warning. It will also state whether the potential system integrity problem is anticipated to be caused by excess gas or a gas deficiency.
- (b) While a System Protection Warning is in effect, Customers are required to minimize any variances between scheduled quantities and actual flows. Customers are also required to minimize any imbalance between receipts and deliveries. Deviations from scheduled quantities or imbalances which benefit overall system operation will be permitted without penalty.

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

GENERAL TERMS AND CONDITIONS

10. TRANSPORTATION BALANCING

- 10.1 Except as provided under Rate Schedule NNT, Customers receiving firm or interruptible transportation service (including pooling) are required to: (a) nominate receipts and deliveries that are equal in quantity (exclusive of quantities provided by Customer for Fuel Use and LUGF); (b) keep receipts and deliveries in balance; and (c) conform receipts and deliveries to Scheduled Quantities. MRT will provide to its Customers through its electronic communication system gas flow information each day and Customers will be able to access such information. MRT shall also make available to each Customer additional information regarding daily receipts and daily deliveries for Customer's account which MRT possesses.
- 10.2 If deliveries by MRT are greater or less than the corresponding receipts of gas by MRT for transportation, less any gas retained for fuel reimbursement, the imbalance shall be adjusted or corrected in accordance with the terms of this section and the tariff, in addition to any other charges or remedies to which MRT may be entitled.
- 10.3 Monthly Balancing
- (a) On or before the date on which MRT renders the invoice for the prior month's services, MRT shall make available electronically to each Customer receiving service under Rate Schedule FTS, ITS or SCT, or Pool Operator, the Customer's or pool's estimated or actual imbalance based upon the quantities received and delivered in the prior month.
 - (b) MRT shall determine the Monthly imbalance quantity for each month on a Dth basis.
 - (c) No Notice Transportation (NNT) Service Selection of Monthly Balancing Option
 - (i) Unless MRT otherwise agrees, an NNT Customer must notify MRT no later than the Timely Nomination Cycle deadline on the day before the last business day of the month prior to the month in which the balancing service will be used. Such notice must specify the FTS or SCT Service Agreement and associated FSS Service Agreement for which the balancing service will be provided. An NNT Customer will continue to use the Monthly Balancing Option unless it notifies MRT prior to the Timely Nomination Cycle deadline on the day prior to the last business day of the month that it wishes to not receive balancing service for the entirety of the following month.

- (ii) If MRT receives such notification to provide NNT balancing service, MRT will automatically adjust an NNT Customer's storage injections or withdrawals to accommodate the Customer's variance between receipts and/or Scheduled Quantities and quantities actually delivered at Primary Delivery Point(s) under the applicable FTS or SCT Agreement, adjusted for transportation and storage Fuel Use and LUFG reimbursement. Such adjustments to injections or withdrawals must conform to the requirements set forth in Rate Schedule FSS. Transportation under this automatic option shall be limited by Customer's Primary Path rights. With respect to over-received quantities, as defined in Section 10.3(d)(iii) below, transportation to storage shall be deemed to occur from the actual receipt points utilized by Customer, and with respect to under-delivered quantities as defined in Section 10.3(d)(iii) below, transportation shall be deemed to occur from storage to Customer's Primary Delivery Points. Neither Maximum Quantities under the applicable FTS or SCT Agreement, nor contract limitations under the applicable FSS Agreement, shall be exceeded in the provision of this automatic option.
- (d) Cash Balancing
 - (i) Each monthly imbalance quantity will be assigned a dollar value based upon the level of the imbalance and the charts set forth in this Section 10.3. The cash-out prices shall be the highest and lowest weekly average spot prices for each zone for each month (the "Index Sell" and "Index Buy" Prices, respectively) using published listings of weekly average spot prices in Gas Daily or other standard industry publication for gas delivered at locations identified by MRT (or, if an appropriate spot price is not published, a weighted average with applicable adjustments based on multiple spot prices), and posted prospectively by MRT on its Internet web site. All editions of the industry publication utilized which cover gas prices for the applicable month will be used to calculate the Index Buy and Index Sell Prices for that month, and if a weekly price contains days for two months, that weekly price will be used for the earlier month only.

For Customers which have aggregate monthly imbalances of 1,000 Dth or less, MRT will cash-out such imbalances at the monthly average price, which shall be determined by taking the simple arithmetic average of the average weekly prices used to determine the Index Buy and Index Sell Prices. For Customers with aggregate monthly imbalances in excess of 1,000 Dth, MRT will cash-out such imbalances based on the applicable imbalance percentages and prices stated in the chart below.
 - (ii) The dollar value of each Customer's imbalance will be calculated by zone after netting and aggregating same zone imbalances across multiple contracts, if applicable, for a Customer by multiplying each incremental

current monthly imbalance quantity by the applicable Index Buy or Index Sell Price. For over-received quantities (Customer imbalances consisting of an excess of receipts over deliveries), an Index Buy Price will be used to calculate the payment or invoice credit amount due Customer. The Index Buy Price will be the lowest of the average weekly prices for the month in which the imbalance was incurred. For over-delivered quantities (Customer imbalances consisting of an excess of deliveries over receipts), an Index Sell Price will be used to calculate the amount Customer will be invoiced for payment to MRT. The Index Sell Price will be the highest of the average weekly prices for the month in which the imbalance was incurred.

Imbalance Percentage (Ratio of Imbalance to Actual Deliveries)	Dollar Value Applied Over-Received Quantities	Dollar Value Applied Over-Delivered Quantities
0-5%	100% of the applicable Index Buy Price	100% of the applicable Index Sell Price
>5-10%	90% of the applicable Index Buy Price	110% of the applicable Index Sell Price
>10-15%	80% of the applicable Index Buy Price	120% of the applicable Index Sell Price
>15-20%	70% of the applicable Index Buy Price	130% of the applicable Index Sell Price
>20%	60% of the applicable Index Buy Price	140% of the applicable Index Sell Price

- (iii) MRT shall "cash out" a Customer's current month imbalance(s) at any time after the end of that month by paying or crediting (which shall be at MRT's option) to the Customer or by receiving from the Customer the dollar value of the imbalance. After no notice storage adjustments and gas trading have occurred, any remaining excess receipts in a zone will be transported (and charged applicable transportation charges and fuel charges and/or allowances) to any zone with excess deliveries in order to reduce the imbalances in each zone prior to cashing out the imbalance.
- (iv) Imbalances attributable to complying with Operational Flow Orders will be valued at the average weekly price used to determine the Index Buy or Index Sell Prices, as applicable, for the week in which such imbalances occurred.

- (v) In determining the over-received and over-delivered quantities for the month, MRT will utilize the data provided pursuant to Section 10.3(a) above.
- (vi) Prior to the date of the cash out, each Customer may reduce its imbalance through the Gas Trading Program provisions set forth in Section 10.4 hereof.
- (vii) Any imbalances resulting from revised flow information that are determined after the end of the month in which the transportation or storage service occurred will be cashed out at the average of the applicable Index Buy and Index Sell prices for the month being adjusted after any necessary revised NNT storage adjustments have been made. However, if the adjusted imbalance is in the opposite position than the original imbalance (i.e., original imbalance was over-deliveries and adjusted imbalance was over-receipts or vice versa) then the adjusted imbalance will be credited or charged at the original Index Buy or Index Sell Price, up to the original imbalance, and any remaining adjusted imbalance will be credited or charged at such average price.
- (viii) No imbalance penalty should be imposed when a prior period adjustment applied to the current period causes or increases a current month penalty.

10.4 Gas Trading Program

- (a) The Gas Trading Program will be available to permit one Customer to trade gas with another Customer to offset Monthly Imbalances incurred during the same month. All imbalance trades shall operate to reduce imbalances for both Customers involved, and no imbalance trade shall create or increase an imbalance for a Customer.
- (b) Once a Customer has been notified of its imbalance as provided in Section 10.3(a) above, a Customer may request that MRT post on its Internet web site the imbalance quantity, zone and whether the imbalance quantity is owed to MRT or to the Customer. Such request shall be made electronically via the Internet in the form prescribed by MRT. In such case, provided such notification is received prior to 11:45 a.m. on a business day, MRT will post Customer's imbalance no later than 8:00 a.m. on the next business day.

Additionally, a Customer may notify MRT prior to the time of imbalance notification that Customer desires to have its imbalance for the month posted and MRT will post such imbalance on or before the ninth (9th) business day of the next month. Customer shall specify the date through which its imbalances are to be posted and shall provide a name, telephone number and e-mail address of a contact person. Customers shall have the ability

to view and download such postings. Parties interested in negotiating a trade must contact directly the posting Customer.

- (c) (i) To consummate a gas trade, whether resulting from an imbalance posting or otherwise, one of the Customers agreeing to trade must submit via facsimile or e-mail to MRT in the form prescribed by MRT, a request for imbalance trade providing such Customer's (the initiating trader) name, and contact person's name, and telephone numbers and e-mail addresses, the name of the other Customer who is a party to the trade, the month and year the imbalances were incurred, authorization to post imbalances on MRT's Internet web site, imbalance type for each party to the trade, the zone in which the imbalances were incurred, the imbalance quantity to be traded and such other information as MRT may require. In response to a request for an imbalance trade, MRT will provide any error/warning message(s), as necessary, including the name of the relevant data element, if appropriate, along with the corresponding message. Additionally, the confirming trader shall transmit an imbalance trade confirmation to MRT via facsimile or e-mail, in the form prescribed by MRT, indicating whether such party accepts or declines the imbalance trade. MRT may require requests for imbalance trade and imbalance trade confirmations to be provided electronically via the Internet.
- (ii) If MRT receives an imbalance trade confirmation prior to 11:45 a.m. on a business day, MRT will send an imbalance trade notification to the initiating trader and confirming trader no later than noon on the next business day. MRT may provide imbalance trade notifications electronically via the Internet. MRT will only approve trades which will not harm MRT operationally or financially. MRT will indicate its approval or rejection on the imbalance trade notification provided to the parties involved, and, if applicable, will include an explanation of any difference between the trade quantity and the trade quantity requested. MRT will then transfer the receipt quantities traded between the appropriate Customers.
- (iii) Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by MRT. Imbalance trades will be reflected on the cash-out invoice next following such trade.
- (d) For each month, the Gas Trading Period during which MRT will permit posting and trading of imbalances incurred in the prior month shall begin on the ninth (9th) business day of the month and shall continue until the seventeenth (17th) business day of such month, unless MRT extends the Gas Trading Period by posting on its Internet web site.

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

10.5 Operational Balancing Agreements

- (a) MRT will enter into Operational Balancing Agreements (OBAs) with entities whose facilities interconnect with MRT's facilities as required by FERC regulations.
- (b) MRT shall require interconnecting entities with which it is required to enter into OBAs to demonstrate that there is electronic gas measurement or similar equipment to provide accurate and timely flow information at the interconnection point. Additionally, the interconnecting entity must satisfy the credit criteria set forth in Section 5 of these General Terms and Conditions.
- (c) OBAs will set forth a mutually agreeable procedure for dealing with imbalances between scheduled flows and actual flows at the point of interconnection. If and to the extent that an OBA governs an imbalance at an interconnection point, the Customers utilizing the point will be credited with the amount of gas scheduled for receipt or delivery. Any imbalance will be treated as an imbalance between the interconnecting entity and MRT, in accordance with the terms of the OBA.
- (d) MRT may suspend OBAs during a System Protection Warning.
- (e) PDA methodologies need not be submitted pursuant to Section 7.7 of these General Terms and Conditions for points at which an OBA is in effect.

GENERAL TERMS AND CONDITIONS

11. POSSESSION OF GAS AND RESPONSIBILITY

- 11.1 Control and Possession. As between Customer and MRT, Customer shall be deemed to be in exclusive control and possession of the gas prior to the delivery of such gas to MRT at the receipt point(s) and after the gas has been tendered to or for the account of Customer by MRT at the delivery point(s). MRT shall be deemed to be in exclusive control and possession of the gas transported only while it is in MRT's facilities between the receipt point(s) and delivery point(s).
- 11.2 Responsibility and Liability. The party deemed to be in control and possession of the gas to be transported as provided in Section 11.1 above shall be fully responsible for and shall indemnify and hold harmless the other party with respect to any and all losses (except losses of gas resulting from events of force majeure) incurred due to or resulting from any claims, suits, causes of action, liabilities or damages arising from or in connection with the first party's control and possession of the gas (including all court costs and reasonable attorneys' fees). In the event of force majeure, the owner of the gas is responsible for any gas losses.
- 11.3 Limitation of Liability. As between Customer and MRT, it is understood and agreed that neither party shall be liable in contract or in tort (excluding actions based on claims of negligence or willful misconduct) to the other party, or to any other claimant, for special, indirect, incidental or consequential damages, including without limitation, lost profits, and, in the case of Customer, any part of the expenses incurred by Customer in securing alternative services which exceeds the amount Customer would have paid for services hereunder, resulting from any performance, nonperformance or delay in performing its obligations.
- 11.4 Warranty of Title. Customer warrants that it will have good title or a current contractual right to acquire title to all gas delivered, or caused to be delivered, by it to MRT free and clear of all liens, encumbrances and claims whatsoever. Customer further represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any taxes and all claims of every nature whatsoever in, to, or in respect of gas delivered by it; and Customer hereby agrees to defend at its cost, and, when notified by MRT, to indemnify, and defend if requested by MRT, MRT against all suits, judgments, claims, demands, causes of action, costs, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claims to the gas delivered to MRT. MRT assumes no obligation whatever to any royalty owner or to the owner of any other interest of any kind in any gas delivered at the receipt point(s) and Customer or its seller shall pay all such royalties or other interests upon or in respect to such gas.

GENERAL TERMS AND CONDITIONS

12. FORCE MAJEURE

- 12.1 Definition. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, arrests, priority limitation or restraining orders of any kind of the government of the United States or a State or of any civil or military authority, civil disturbances, explosions, breakage, accidents, emergency tests, unplanned maintenance or repairs to machinery or lines of pipe, freezing of wells or lines or pipe, partial or entire failure of natural gas wells including storage wells, inability to obtain or unavoidable delay in obtaining material and equipment, interruption of service under any necessary transportation or exchange agreement affecting service under the applicable Service Agreement and any other causes, whether of the kind herein enumerated or otherwise, not reasonably within the control of the party claiming suspension.
- 12.2 Notice of Force Majeure. In the event of either party being rendered unable wholly or in part by force majeure to carry out its obligations, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, other than the obligation to make payment, insofar as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall insofar as possible be remedied with all reasonable dispatch.

GENERAL TERMS AND CONDITIONS

13. UNAUTHORIZED GAS

- 13.1 Any quantity of gas delivered to MRT's system which was not scheduled under and which cannot be identified as being delivered pursuant to a currently effective Service Agreement or Pool Agreement, or which cannot be allocated to any Operational Balancing Agreement, will be treated as unauthorized gas. MRT shall give notice in writing to the appropriate Pool Operator or Point Operator of the unauthorized gas, and such notice will be posted on MRT's Internet web site. The unauthorized gas posting will remain on the Internet web site for the lesser of ninety (90) days or until a valid claim has been received by MRT.
- 13.2 If a valid claim and a valid assignment to either a Service Agreement, Pool Agreement, or Operational Balancing Agreement are received:
- (a) Within three (3) business days of the posting, no penalty shall be assessed under this Section, but penalties pursuant to other tariff provisions may be assessed.
 - (b) After three (3) business days but within sixty (60) calendar days of the posting, MRT shall assess a penalty of \$.50 per Dth to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.
 - (c) After sixty (60) calendar days of the posting, MRT shall assess a penalty of \$1.00 per Dth to the Customer, Pool Operator, or party to the Operational Balancing Agreement to whose agreement the unauthorized gas was assigned, in addition to other penalties assessable under other tariff provisions.
- 13.3 If a valid claim and a valid assignment to a Service Agreement, Pool Agreement, or Operational Balancing Agreement are not received within ninety (90) calendar days of the notice, MRT shall retain such unauthorized gas at no cost to MRT, free and clear of any adverse claims.

GENERAL TERMS AND CONDITIONS

14. CAPACITY RELEASE

14.1 Definitions

- (a) The term "Approved Bidder" shall mean any Potential Bidder that has met MRT's credit criteria as set forth in Section 5.4 of these General Terms and Conditions and has executed a Capacity Release Service Agreement with MRT in the form set forth in this Tariff.
- (b) The term "Best Bid" shall mean the Qualifying Bid of the highest value that meets the objective and nondiscriminatory economic standard set forth in the Releasing Customer's Release Offer, or the economic standard set forth in Section 14.7 herein if the Releasing Customer did not include such standard in its Release Offer, and that meets all other terms and conditions of the Release Offer.
- (c) The term "Bid" shall mean an offer to take assignment of capacity pursuant to a Release Offer subject to this Section.
- (d) The term "Highest Rate" shall mean the highest unit rate (expressed in dollars) submitted in a Qualifying Bid.
- (e) The term "Replacement Capacity Agreement" shall mean, for a particular release transaction, the Service Agreement comprised of the notice of award of capacity posted on MRT's Internet web site and the terms of the form of Service Agreement under the applicable rate schedule, which forms are located in this tariff and posted on MRT's Internet web site.
- (f) The term "Maximum Firm Transportation Charge" shall mean MRT's maximum applicable tariff reservation rate(s) applicable to the released capacity, plus all fees, surcharges, transition, or other costs owed by the Releasing Customer to MRT.
- (g) The term "Net Revenue" shall mean the amount calculated as provided in Section 14.7(c)(i)(A) below multiplied by the release term (in months).
- (h) The term "Potential Bidder" shall mean any person or entity who desires to place a bid for a Release Offer pursuant to this Section.
- (i) The term "Pre-Arranged Release" shall mean the binding agreement between a Releasing Customer and a Pre-Arranged Replacement Customer pertaining to the release of firm capacity, subject to this Section 14.

- (j) The term "Pre-Arranged Replacement Customer" shall mean a person or entity who has entered into a Pre-Arranged Release with a Releasing Customer for firm capacity rights.
- (k) The term "Present Value" shall have the same meaning as unit bid value calculated as set forth in Section 14.7(c) below.
- (l) The term "Qualifying Bid" shall mean an offer from an Approved Bidder to take assignment of capacity pursuant to a Release Offer that meets the minimum terms and conditions of the Release Offer and the terms and conditions of this tariff.
- (m) The term "Rate Default" shall be as defined in NAESB Standard 5.2.5.
- (n) The term "Rate Floor" shall be as defined in NAESB Standard 5.2.4.
- (o) The term "Release Offer" shall mean the information required by Section 14.3 herein provided by a Releasing Customer that desires to assign its Part 284 firm capacity, excluding any capacity certificated pursuant to Part 157 of the Commission's regulations, to a Replacement Customer.
- (p) The term "Releasing Customer" shall mean any Customer holding firm capacity on MRT's system that desires to release its capacity on a temporary or permanent basis subject to the terms and conditions set forth in this Section 14.
- (q) The term "Replacement Customer" shall mean a Customer receiving firm capacity rights of a Releasing Customer pursuant to a Release Offer under this Section 14.
- (r) The term "Winning Bid" shall mean the Best Bid as determined by Section 14.7 herein.
- (s) The term "Winning Bidder" shall mean the Approved Bidder that submits the Winning Bid or, as applicable, a Pre-Arranged Replacement Customer who exercises the right to match the Winning Bid pursuant to Section 14.5(c)(ii) below.

14.2 Availability

- (a) Any Releasing Customer may utilize the procedures set forth in this Section 14 to offer to release all or any part of its Part 284 firm capacity on a temporary or permanent basis. A Releasing Customer must utilize MRT's Internet web site for the posting of its Release Offer for bid as set forth herein or for the transmittal of information for posting to MRT's Internet web site pursuant to Sections 14.5(c)(i) and 14.5(d).
- (b) Any party desiring to obtain capacity on MRT's system may transmit for posting to MRT's Internet web site a request to purchase capacity that is releasable. Such

request must include, at a minimum, the following types of information: the requesting party's contact information; quantity(ies) requested; date range; location information; other terms and conditions specified to the potential Replacement Customer; and any additional information as required by MRT. Any capacity released in response to a request under this Section 14.2(b) must be released in accordance with the terms and conditions set forth in this Section 14. MRT shall maintain a party's offer to purchase capacity on MRT's Internet web site for the period of time requested by a party; provided, however, that a party's requested posting period cannot exceed 90 days.

- (c) A Replacement Customer shall not be eligible to take service at Negotiated Rates for purposes of any capacity release transaction subject to this Section 14.

14.3 Basic Terms of Release Offers

- (a) Except for Pre-Arranged Releases as provided in Sections 14.5(c)(i) and 14.5(d), a Releasing Customer must notify MRT of its Release Offer by transmitting its Release Offer to MRT's Internet web site for posting. A Release Offer shall contain the following information:
 - (i) The quantity of firm capacity to be released, which shall not be greater than the Releasing Customer's maximum daily contract quantity as set forth in its contract.
 - (ii) The specific path of the released capacity, including the receipt and delivery point capacity which will be released. Subject to the terms of Section 35 of these General Terms and Conditions, the release can be for all or any portion of the Releasing Customer's Primary Path capacity, including any portion or segment of the Releasing Customer's Primary Path, and any receipt and delivery points within the Primary Path, subject to the priority of firm Customers utilizing such points as primary points. Additionally, a Customer can create and release Secondary Path capacity through segmentation procedures as set forth in Section 35 of these General Terms and Conditions. Firm Customers shall not release capacity on any segment in excess of their MDQ. A Releasing Customer desiring to release a segment of its Primary Path or to release a Secondary Path must specify the receipt and delivery points for the segment being released. Releasing Customer may request Primary Receipt and/or Delivery Points for the Primary Path Segment being released within the Primary Path up to its entitlement on that segment and for the unreleased Primary Path Segment within the Primary Path up to its entitlement on that segment. Releasing Customer may also request Primary Receipt and/or Delivery Points outside its Primary Path, subject to the entitlements and terms set forth in Section 35 of these General Terms and Conditions. In cases where new primary points are requested, the capacity release schedule set forth in Section

14.4 below shall not apply, but the requests will be processed as soon as practicable, which in most cases should be no longer than two (2) business days after receipt, and the release shall then be processed in accordance with Section 14.4 (b) or (c), as applicable. The establishment of any such primary points shall be subject to the terms of this tariff and the availability of capacity.

- (iii) The term of the release, which term must be for at least one day (commencing at any of the effective times for standard nomination cycles specified in Section 8.1(f)(i) above).
- (iv) The minimum and the maximum price for the released capacity for a non-index based release (stated in either dollars and cents or as a percentage of MRT's Maximum Firm Transportation Charge) or for an index-based release the formula as detailed in the Release Offer. Such rates shall be no less than MRT's minimum applicable tariff reservation rate(s) applicable to the released capacity and shall not be greater than the Maximum Firm Transportation Charge, for releases with terms greater than one year, which may be stated as a one-part rate no greater than the one hundred percent (100%) load factor equivalent of MRT's Maximum Firm Transportation Charge. Releases for a term of one year or less are not subject to MRT's Maximum Firm Transportation Charge ceiling, and the rates may also be stated as a one-part rate. MRT will support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission.
- (v) The full legal name and identification number of any Pre- Arranged Replacement Customer, and whether there is an affiliate relationship between the Releasing Customer and such Pre-Arranged Replacement Customer, if the Releasing Customer has already found a willing purchaser for its capacity.
- (vi) Whether the Pre-Arranged Replacement Customer is an asset manager as defined in Section 284.8(h)(3) of the Commission's regulations, or as a marketer participating in state-regulated retail access programs as defined in Section 284.8(h)(4).
- (vii) An objective and nondiscriminatory economic standard for determining the Winning Bid. The capacity release schedule set forth in Section 14.4 below shall not apply unless the Releasing Customer selects one of the methodologies to be used as listed in Section 14.4(a) below. For index-based capacity release transactions, the Releasing Customer should provide the necessary information and instructions to support the chosen methodology and sufficient instructions to evaluate the corresponding

bid(s) according to the timelines or schedule. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).

- (viii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.
 - (ix) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.
 - (x) If Releasing Customer does not wish to receive notifications regarding Replacement Customer's creditworthiness (as described in Section 14.10(b) below), a statement to that effect.
 - (xi) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer. Releases pursuant to Section 14.5(c)(iii) below shall contain the information required by Section 284.8(h)(3) or (4) as applicable of the Commission's regulations.
 - (xii) Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per- release quantity for storage capacity and total release period quantity.
 - (xiii) Whether index-based bids may be submitted and, if so, specification of the index-based formula, the Rate Floor and Rate Default (cannot be less than the Rate Floor, if any), as applicable.
- (b) The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall (including, but not limited to, limitations on providing recall notification on a non-business day and otherwise on recall notification periods which may be used by Releasing Customer other than as set forth in subsection (iv) below) and reput, if applicable, its capacity. When capacity is recalled, it may not be reput for the same day. The deadline for notifying MRT of a reput is 8:00 a.m. on the day before gas flow.
- (i) If the recall will not result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the recall shall be self- implementing. The Releasing Customer shall submit a recall to MRT via MRT's Internet web site indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon MRT's receipt of the recall and thereafter MRT shall allocate all gas quantities transported utilizing the recalled

capacity to the Releasing Customer. The Releasing Customer shall provide notification of the recall to the Replacement Customer and any other affected party.

- (ii) If the recall will result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the Releasing Customer shall submit a revised nomination to MRT in accordance with the deadlines set forth in subsection (iv) below. As provided in Rate Schedule NNT, NNT Customers' nominations to utilize their recalled capacity shall not be subject to those deadlines. The Releasing Customer shall provide prior notice of its recall to MRT through MRT's Internet web site unless MRT, the Releasing Customer, and the Replacement Customer agree otherwise. The Releasing Customer shall also provide notification of the recall to the Replacement Customer and any other affected party.
- (iii) In the event of a dispute respecting any recall, MRT shall be entitled to rely on the revised nomination provided MRT by the Releasing Customer indicating the recall in allocating gas quantities and assessing the applicable charges, and the Releasing and Replacement Customers shall indemnify and hold MRT harmless in any dispute involving the recall from any costs, damages, or expenses resulting from MRT's reliance on the revised nomination.
- (iv) Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity as follows:
 - (A) Timely Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 8:00 a.m. on the day that Timely Nominations are due;
 - (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 9:00 a.m. on the day Timely Nominations are due.
 - (B) Early Evening Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 3:00 p.m. on the day that Evening Nominations are due;

- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 4:00 p.m. on the day that Evening Nominations are due.
- (C) Evening Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 5:00 p.m. on the day that Evening Nominations are due;
 - (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 6:00 p.m. on the day that Evening Nominations are due.
- (D) Intraday 1 Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
 - (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due; and
- (E) Intraday 2 Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
 - (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.
- (F) Intraday 3 Recall Notification:
 - (1) A Releasing Customer recalling capacity must provide notice of such recall to MRT and the first Replacement Customer no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;

- (2) MRT will provide notification of such recall to all affected Replacement Customers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

If a Releasing Customer provides recall notification to MRT prior to the deadlines specified in (A) through (F) above and such notifications are received between 7:00 a.m. and 5:00 p.m., MRT will provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. If MRT receives recall notification after 5:00 p.m. and prior to 7:00 a.m., it will provide notification to all affected Replacement Customers no later than 8:00 a.m.

- (v) (A) Releasing Customer shall provide recall notification to MRT by submitting a recall to MRT through MRT's Internet web site. The recall notification shall specify the recall notification period for the specified effective day and the recall quantity, which shall be expressed in terms of adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity, as well as any other information needed to uniquely identify the capacity being recalled.
- (B) MRT will notify Replacement Customers of recalls via Internet e-mail unless otherwise agreed. The Replacement Customer must provide MRT with up to two Internet e-mail addresses to be used in such notification process in Replacement Customer's bid or confirmation of prearranged release. Such recall notification information shall be posted on MRT's Internet web site as part of the capacity release award. Replacement Customer shall be responsible for providing updates to MRT of such e-mail addresses, as necessary, and for notifying the Releasing Customer of such updates and MRT shall have no liability or responsibility for Replacement Customer's failure to provide updated recall notification information. Updated recall notification information, including the effective date of such new information, must be provided to MRT in writing or electronically via the Internet as specified by MRT. MRT has no obligation to provide notification until Replacement Customer provides an Internet e-mail address for that purpose. MRT's recall notification will indicate if penalties will apply for the day for which quantities are reduced due to a capacity recall.
- (c) Releasing Customers shall not require any credit evaluation criteria separate from the criteria set forth in Section 5.4(k) of these General Terms and Conditions.

14.4 Procedure and Schedule for the Submission of Release Offers for Posting and Bid on MRT's Internet web site

- (a) The schedule set forth in (b) and (c) below for the capacity release process is applicable to any party participating in a capacity release if:
 - (i) all information relating to the Release Offer provided by the parties to the release is valid;
 - (ii) any potential bidder is deemed to be an Approved Bidder pursuant to Section 14.6(a) and (b);
 - (iii) there are no special terms and conditions of the release offer;
 - (iv) the Release Offer for non-index-based transactions contains one of the following bid evaluation and award methodologies: Highest Rate, Net Revenue, Present Value;
 - (v) the Release Offer for index-based transactions contain one of the following bid evaluation and award methodologies: a percentage of the formula, a dollars and cents differential from the formula, a dollars and cents differential from the Rate Floor (when bidding is based on such differential, the invoiced rate for the award should be calculated on the greater of (i) the result of the formula or (ii) the Rate Floor plus the high bid's differential, both not to exceed the maximum reservation rate, if applicable) or an approved methodology in the Tariff, if any; and
 - (vi) there is no request to establish new or additional segment primary points in the Release Offer.

Release Offers not in compliance with the conditions set forth herein will be processed according to the schedule set forth at Section 14.4(g).

- (b) For biddable releases (one (1) year or less):
 - (i) offers should be tendered such that they can be posted by 9:00 a.m. on a business day;
 - (ii) 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);
 - (iii) if no match is required, evaluation period ends and the award is posted by 11:00 a.m. CT;

- (iv) where match is required, match is communicated by 11:00 a.m. CT;
 - (v) match response occurs by 11:30 a.m. CT;
 - (vi) award posting by 12:00 p.m. CT;
 - (vii) The Winning Bidder's bid for capacity, or the posting of the Prearranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.
- (c) For biddable releases (greater than one (1) year):
- (i) offers should be tendered by such that they can be posted by 9:00 a.m. on a business day;
 - (ii) open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days;
 - (iii) evaluation period begins at 10:00 a.m. CT during which any contingencies are eliminated, determination of best bid is made, and ties are broken;
 - (iv) if no match is required, evaluation period ends and award is posted by 11:00 a.m. CT;
 - (v) where match is required, match is communicated by 11:00 a.m. CT;
 - (vi) match response occurs by 11:30 a.m. CT;
 - (vii) award is posted by 12:00 p.m. CT;
 - (viii) The Winning Bid, or the posting of the Prearranged Release, shall be binding. The notice of award of capacity as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Winning Bid is posted completing the Replacement Capacity Agreement, the Winning Bidder becomes the Replacement Customer.
- (d) (i) The Replacement Customer may submit nominations to use capacity acquired under this Section 14 at the first available nomination opportunity

afforded to Customers by MRT contemporaneous with or after the completion of the Replacement Capacity Agreement.

- (ii) All Release Offers submitted to MRT for posting on any non- business day or after 12:00 p.m. on any business day shall be subject to the bidding period set forth in Section 14.4 (b) or (c), as applicable, beginning on the next succeeding business day.
- (e) Releasing Customers may request posting periods longer than the applicable minimum periods set forth herein, and such requested posting periods shall be set forth in the Releasing Customer's Release Offer.
- (f) No changes will be allowed to Release Offers posted on the Internet web site, but a Releasing Customer may withdraw its Release Offer at any time before the close of the posting period if the Releasing Customer notifies MRT through MRT's Internet web site that the Releasing Customer has an unanticipated need for the capacity and if no bids meeting the minimum requirements set forth in the Release Offer have been received.
- (g) For releases that are not in conformance with Section 14.4(a) (non-standard releases) unless provided otherwise in this tariff, all such releases communicated electronically via the Internet to MRT will be processed as soon as practicable and will be posted not later than two (2) business days after receipt, and then shall be processed in accordance with Section 14.4(b) or (c), as applicable.

14.5 Pre-Arranged Replacement Customers

- (a) A Releasing Customer may pre-arrange to assign all or any part of its firm capacity to any person or entity before notifying MRT of its intent to release. If this occurs, the Releasing Customer must include the name of its Pre-Arranged Replacement Customer in the Release Offer transmitted to MRT's Internet web site for posting pursuant to Section 14.3 or in the information transmitted to MRT's Internet web site for posting pursuant to Sections 14.5(c)(i) and 14.5(d).
- (b) A Pre-Arranged Replacement Customer that is not an Approved Bidder must comply with Sections 14.6(a) and (b) before it shall become a Replacement Customer.
- (c) Releasing Customer with a Pre-Arranged Replacement Customer may release its capacity without bidding in the following circumstances:
 - (i) If the release is for a term greater than one year at the Maximum Firm Transportation Charge;
 - (ii) If the release is for a term of 31 days or less; or

- (iii) If the Pre-Arranged Replacement Customer is a qualified asset manager as defined in Section 284.8(h)(3) of the Commission's regulations or a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4). Releases under this subsection (c)(iii) must contain the information required by such regulations, including the volumetric level of the Replacement Customer's delivery or purchase obligation and the time periods during which that obligation is in effect.
- (iv) The Releasing Customer must transmit notice of such releases to MRT's Internet web site in accordance with the schedule set forth below.
 - (A) Timely Cycle
 - (1) posting of prearranged deals not subject to bid due by 12:00 p.m.;
 - (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.
 - (B) Evening Cycle
 - (1) posting of prearranged deals not subject to bid due by 5:00 p.m.;
 - (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.
 - (C) Intraday 1 Cycle
 - (1) posting of prearranged deals not subject to bid due by 9:00 a.m.;
 - (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.
 - (D) Intraday 2 Cycle
 - (1) posting of prearranged deals not subject to bid due by 1:30 p.m.;
 - (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.
 - (E) Intraday 3 Cycle

- (1) posting of prearranged deals not subject to bid due by 6:00 p.m.;
- (2) nomination possible beginning at the next available nomination cycle for the effective date of the contract.

Unless the release is exempt from bidding as described above, the Release Offer will be posted on MRT's Internet web site and bids will be accepted for the Release Offer in accordance with the applicable posting and award periods set forth in Section 14.4. If more than one Qualifying Bid is the Best Bid and the Release Offer does not specify a tie-breaking criterion, then MRT will use the tie breaking criteria set forth in Section 14.7(b). If the Pre-Arranged Replacement Customer agrees to match the Winning Bid, then it will be awarded the capacity; otherwise, the capacity will be awarded to the Approved Bidder with the Winning Bid.

- (d) A release exempted from bidding pursuant to Section 14.5(c)(ii) above shall not be extended, continued or re-released to the same Pre-Arranged Replacement Customer without being subject to the bidding procedures set forth in this Section 14 unless
 - (i) such release is exempted from bidding pursuant to Section 14.5(c)(i) or (iii) above; or
 - (ii) at least twenty-eight (28) days after the first thirty-one (31) days or less release period has ended.

Pre-Arranged Replacement Customers may submit nominations to use capacity acquired under this Section 14 at the first available nomination opportunity afforded to Customers by MRT contemporaneous with or after the compliance with all notification and confirmation requirements provided for in this Section 14.5.

- (e) The posting of the notice of the Prearranged Release shall be binding. The notice of the Prearranged Release as supplemented by the terms of the form of Service Agreement for the applicable rate schedule, both posted on MRT's Internet web site, shall constitute the Replacement Capacity Agreement. Once the Prearranged Release Offer is posted, completing the Replacement Capacity Agreement, the Pre-Arranged Replacement Customer becomes the Replacement Customer.

14.6 Bidding for Release Offers

- (a) In order to become an Approved Bidder, any Potential Bidder must apply to MRT by providing in writing the information necessary to perform a credit evaluation pursuant to Section 5.4(k) of these General Terms and Conditions. Such information

must be provided in writing. MRT may require such information to be provided electronically via the Internet.

- (b) Upon a satisfactory credit appraisal by MRT and the execution of a Capacity Release Service Agreement with MRT in the form set forth in this Tariff, the Potential Bidder shall become an Approved Bidder.
- (c) MRT will maintain an Approved Bidders list in its business office and on its Internet web site.
- (d) Any Approved Bidder desiring to submit a bid for a Release Offer must transmit its bid for posting to MRT's Internet web site during the applicable bid periods as set forth in Section 14.4 above. After review by MRT and deletion of the Approved Bidder's identity and the affiliate and/or agent information described in Section 14.6(d)(v) below, MRT will post the bid on its Internet web site. All bids for released capacity are subject to the terms and conditions set forth below. Submission of a bid to MRT shall constitute the Approved Bidder's agreement to pay MRT the applicable rates and charges posted in the Release Offer and any additional charges applicable under this tariff (including, but not limited to, charges for utilization of secondary points), and to abide by the terms and conditions of this tariff, as on file and in effect from time to time.
 - (i) All bid prices must comply with the requirements of the Release Offer and, if applicable, be made in increments of cents equal to those set forth in MRT's currently effective tariff rates. The bids should comply with the method specified in the Release Offer; provided, however, MRT's Maximum Firm Transportation Charge may be bid as an alternative to the method specified by the Releasing Customer except when the release is index-based for a term of one year or less or utilizes market-based rates.
 - (ii) All bids are binding. Approved Bidders may withdraw their bids during the applicable posting period if MRT receives notice of withdrawal through MRT's Internet web site prior to the close of the period; however, any Approved Bidder withdrawing its bid shall not submit a new bid for the same Release Offer at a rate lower than its previous, withdrawn bid. If a bid is not withdrawn, any subsequent bid received by MRT from the same Approved Bidder for the same Release Offer will be invalid.
 - (iii) Bids may contain any contingencies or conditions, but any contingencies or conditions must be fully described including the last date by which the bid shall be null and void if such contingency or condition does not occur.
 - (iv) Bids outside of the posting period specified in the posted Release Offer or bids that do not comply with the Release Offer and the terms and conditions herein will be deemed invalid.

- (v) Bids must indicate whether there is an affiliate relationship between the Releasing Customer and the Approved Bidder. If the bid is for a permanent release, the Approved Bidder must provide the name of any agent or asset manager managing such bidder's transportation service, and if awarded the release, the Approved Bidder shall have a continuing obligation to notify MRT of any change in status relating to its agent or asset manager.

14.7 Awarding Released Capacity to Approved Bidders

- (a) After the close of the bidding period, MRT shall review all bids submitted and determine if any bid meets the terms and conditions set forth in the applicable Release Offer and the terms and conditions set forth in this section. MRT shall also verify that each Approved Bidder continues to meet MRT's credit criteria. Except as provided in Section 14.8(b) below, MRT will not be obligated to award released capacity to a Potential Bidder, Approved Bidder or Prearranged Replacement Customer until and unless such bidder or customer meets MRT's creditworthiness requirements applicable to all services such bidder or customer receives from MRT, including the service represented by the capacity release. If the bid meets these conditions, then it will be deemed a Qualifying Bid. MRT will then determine the Best Bid(s) from the Qualifying Bids received that meet(s) the objective, non-discriminatory conditions of the Releasing Customer's Release Offer.
- (b) If only one Qualifying Bid is the Best Bid, then that bid shall be the Winning Bid. If there are two or more Best Bids and the Releasing Customer failed to provide a standard for determining the Winning Bid as set forth in Section 14.3(a)(ix), the released capacity will be awarded to the Approved Bidder that submitted its bid first. If two or more Best Bids are received by MRT at the same time, MRT shall use a lottery to select the Winning Bid from among those Best Bids. If capacity offered for release remains after determination of the Best Bid and the Releasing Customer does not specify another method for disposition of such capacity, then MRT will determine from among the remaining Qualifying Bids the next Best Bid and proceed in the same manner until all the offered capacity has been awarded to Approved Bidders submitting Qualifying Bids.
- (c) Unless specifically requested otherwise by a Releasing Customer in its Release Offer, Qualifying Bids for released capacity shall be evaluated using the economic standard as set forth below.

MRT shall calculate a bid value and unit bid value for each Qualifying Bid and shall determine the Winning Bid as follows:

- (i) For each month, the MDQ and reservation charge per Dth stated in the Qualifying Bid shall be multiplied together to derive a gross monthly revenue figure. If the Qualifying Bids contain volumetric-based charges

permitted by the Release Offer, then the gross monthly revenue figure shall also be multiplied by: (A) the average monthly transportation flow (in percentage terms) that the Releasing Customer stated should be assumed for bid evaluation hereunder, if any; or (B) otherwise, ten percent (10%).

- (ii) Each gross monthly revenue figure shall be discounted to a net present value figure as of the first day of the capacity release as set forth in the Release Offer, using the current Federal Energy Regulatory Commission interest rate as defined in 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission.
 - (iii) The net present value figures for the proposed release shall be summed, and such sum shall be the bid value.
 - (iv) The unit bid value is defined to equal the bid value divided by the product of: (A) the highest capacity quantity (in Dth) sought in the Qualifying Bid for any day; multiplied by (B) the release term (in months) in the Release Offer; and multiplied further by (C) thirty and four-tenths (30.4).
 - (v) The Qualifying Bid which produces the highest unit bid value will be deemed to be the Best Bid.
- (d) If there is no Winning Bid for the Releasing Customer's capacity, the Releasing Customer may resubmit its Release Offer to MRT's Internet web site for another posting period, and may modify any of the terms and conditions of its previous Release Offer.
- (e) MRT will post the names of, and affiliate and, as appropriate, agent information for, all Winning Bidders for released capacity pursuant to Sections 14.4(b) and (c) above.

14.8 Permanent Release of Firm Capacity

- (a) If a Releasing Customer releases its capacity permanently, MRT's approval of the Pre-Arranged Replacement Customer or the Winning Bidder shall not relieve the Releasing Customer of its liability to MRT for any difference between the Releasing Customer's Maximum Firm Transportation Charge (or, if MRT and the Releasing Customer have agreed to a different rate, the agreed upon rate) plus any other liabilities of the Releasing Customer to MRT, and the Winning Bidder's rate, unless, in cases where the Releasing Customer has agreed to pay MRT's Maximum Firm Transportation Charge, the Pre-Arranged Replacement Customer or Winning Bidder agrees to pay MRT the Maximum Firm Transportation Charge for the released capacity and agrees to assume all other obligations of the Releasing Customer. MRT's decision to relieve the Releasing Customer of its liability to MRT shall be reasonably exercised on a not unduly discriminatory basis. Unless the Releasing

and Replacement Customer agree otherwise, the Releasing Customer shall remain liable for any exit fee negotiated by and between MRT and the Releasing Customer that is associated with the permanent release of the Releasing Customer's capacity. MRT may not unilaterally impose an exit fee on a Releasing Customer.

- (b) If the Pre-Arranged Replacement Customer does not meet the credit criteria set forth in Section 5.4(k) of these General Terms and Conditions, the Releasing Customer may still permanently release its capacity to such Replacement Customer if it agrees to indemnify MRT for all charges and costs that may be incurred by the Replacement Customer for the remaining term of the Releasing Customer's Service Agreement.

14.9 Contracting for Released Capacity

- (a) The Replacement Capacity Agreement shall contain the Replacement Customer's receipt and delivery points, MDQ, Primary or Secondary Path, as applicable, Line Priority and Rate Zone Capacity. A Replacement Customer's Line Priority with respect to a Secondary Path shall be the quantities released by the Releasing Customer consistent with its existing Line Priority on a particular line within a rate zone for receipts, and the sum of delivery point quantities on a particular line within a rate zone for deliveries.
- (b) Subject to MRT's tariff and the terms of the Release Offer, each Replacement Customer assumes the rights and obligations of the Releasing Customer, including the use of Secondary Receipt and Delivery Points associated with the Primary or Secondary Path released.
- (c) Any Replacement Customer under a temporary release may not request a change in Primary Receipt or Primary Delivery Point(s) unless the original Releasing Customer has evidenced its agreement to any such change by including it in its Release Offer.

14.10 Allocation of Quantities and Billing for Releases

- (a) MRT will track a Replacement Customer's quantities for the term of the release, and allocate quantities and charges between a Releasing Customer and a Replacement Customer for services and penalties accordingly. In the event of an intraday capacity release recall, MRT will determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity and the Releasing and Replacement Customers' applicable contract entitlements to line, zone and point capacity shall be adjusted accordingly. Variations to the use of Elapsed Prorata Capacity may be necessary to reflect the nature of MRT's tariff, services and/or operational characteristics. MRT shall not be obligated to deliver in excess of the total daily contract quantity of the release as a result of recall. The amount of capacity allocated to the Replacement

Customer(s) will equal the original released capacity less the recalled capacity that is adjusted based upon the Elapsed Prorata Capacity or other tariff-specific variations of the Elapsed Prorata Capacity as described above.

- (b) MRT will simultaneously credit the Releasing Customer for amounts billed to the Replacement Customer subject to any agreement between the Releasing Customer and MRT regarding credits in excess of amounts which Releasing Customer is obligated to pay MRT (any such agreement will be entered into pursuant to MRT's Negotiated Rate authority set forth in Section 19.2 below). The credits given the Releasing Customer shall be net of any usage or volumetric charges, imbalance charges, and penalties billed the Replacement Customer for the actual transportation or storage.
- (c) If payment is not received from the Replacement Customer as set forth in this section, then MRT shall reverse the credit(s) given the Releasing Customer unless or until the Replacement Customer remits the payment due. MRT shall notify the Releasing Customer as soon as practicable of the Replacement Customer's payment delinquency, and the Releasing Customer shall be entitled to recall the capacity released from the defaulting Replacement Customer upon ten (10) days written notice if the Replacement Customer's failure to pay continues for thirty (30) days after payment is due. Defaults of Replacement Customers shall be treated by MRT in accordance with Section 17 of these General Terms and Conditions. Any defaulting Replacement Customer shall be prohibited from bidding for released capacity or entering into a new Replacement Capacity Agreement, and such Replacement Customer may have further services from MRT suspended so long as the defaulting Replacement Customer fails to remit payment for the contracted released capacity. Each Releasing Customer shall remain liable to MRT for monthly reservation fees, surcharges, transition costs, and any other direct bill amounts. The Releasing Customer shall not be liable for charges or penalties incurred by the Replacement Customer as a result of the Replacement Customer's own conduct.
- (d) Unless the Releasing Customer specifies otherwise in the applicable Release Offer or Pre-Arranged Release, MRT will provide the Releasing Customer with Internet e-mail notification, reasonably proximate in time with any of the following formal notices given by MRT to the Releasing Customer's Replacement Customer(s), of the occurrence of any of the following:
 - (i) Notice regarding past due, deficiency, or default status pursuant to this tariff;
 - (ii) Notice regarding suspension of service;
 - (iii) Notice regarding contract termination due to default or credit-related issues; and

- (iv) Notice that Replacement Customer is no longer creditworthy and has not provided credit alternatives pursuant to this tariff.

14.11 Release by Replacement Customers

All Replacement Customers may re-release their capacity subject to the terms and conditions for release as set forth herein and, for segmented releases, in Section 35 of these General Terms and Conditions.

14.12 Release of Firm Storage Service

- (a) Any Releasing Customer shall be permitted to release its firm storage capacity under Rate Schedule FSS utilizing the procedures set forth in this Section 14. All Pre-Arranged Replacement Customers and Winning Bidders for such capacity shall be subject to the terms and conditions of Rate Schedule FSS.
- (b) The Releasing Customer shall be solely responsible for the transfer of title for any gas in storage that the Releasing Customer desires to make to any Replacement Customer. Any in-field gas transfer shall be subject to the terms and conditions of Rate Schedule FSS, and MRT shall in no respect be liable as a result of any dispute involving such in-field gas transfers. If the Releasing Customer proposes to require, or requires, a transfer-in-place of part or all of its gas in storage in conjunction with its release of firm storage rights (whether at the commencement and/or termination of such release), it shall so specify in its offer of release and such transfer(s) shall be implemented contemporaneously with the release and/or termination thereof, as applicable.

14.13 Other Terms and Conditions

- (a) MRT reserves the right to review any and all postings made to its Internet web site and to reject or remove any such postings that do not comply with the terms and conditions of this Section. MRT will notify the affected parties of the rejection or removal of any postings not in compliance with this Section.
- (b) MRT shall in no respect be liable to Releasing Customers or Approved Bidders for errors or omissions in their postings, except as a result of MRT's negligence.

14.14 Marketing Fees

If MRT and any Releasing Customer agree, MRT will actively market a Releasing Customer's capacity for the agreed upon consideration. Such agreement shall be in writing, and shall be entered into at MRT's option.

14.15 MRT's Right to Terminate a Temporary Release

MRT may elect to terminate a temporary Replacement Capacity Agreement(s) upon no less than thirty (30) days' written or electronic notice, under the following conditions:

- (a)
 - (i) The Releasing Customer has failed to make payment when due under any or all of its Service Agreement(s) and/or has failed to maintain solvency or demonstrate creditworthiness (or provide assurance of payments) in accordance with the provisions of this tariff; and
 - (ii) MRT has commenced the termination process in accordance with the terms of this tariff; provided, however, that termination of the Replacement Customer's Service Agreement shall not occur prior to termination of the Releasing Customer's Service Agreement; and
- (b) The rate the Replacement Customer is obligated to pay under the release, as determined by the terms of the release and MRT's tariff, is less than the rate under MRT's Service Agreement with the Releasing Customer (or, if the Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges); provided, however, that a creditworthy Replacement Customer can continue an existing capacity release by notifying MRT that it agrees to pay a rate for the remainder of the term of Replacement Customer's Replacement Capacity Agreement that equals the lower of: (i) the Maximum Firm Transportation Charge; (ii) the same rate as the Releasing Customer agreed to pay MRT, or (iii) a rate mutually agreed to by MRT and Replacement Customer. Notification by Replacement Customer of its agreement to (i) or (ii) shall be deemed to modify the award of capacity to the Replacement Customer to reflect the change in terms of the capacity release transaction. Any such agreement referred to in (iii) above must be finalized prior to the end of the thirty (30) day notice period.
- (c) Notwithstanding any other provisions of this tariff, if MRT elects to terminate a Replacement Customer's storage Service Agreement prior to the end of the term specified in the Service Agreement pursuant to this section, Replacement Customer shall be required to eliminate any quantities left in storage by withdrawing such quantities in the manner specified by MRT over the notice period prior to termination. If MRT is unable to withdraw from storage any of such quantities due to operational conditions on the MRT system, the withdrawal period shall be extended accordingly. Replacement Customer may also transfer title to gas remaining in storage to another Customer pursuant to the terms and conditions of Section 5 of Rate Schedule FSS. If Replacement Customer's gas is not withdrawn during the period specified in this section, MRT will "cash-out" such quantities without any trading or netting, but otherwise in the manner provided in Section 10 of the General Terms and Conditions, based on the greater than 20% tier and the lowest Index Buy Price calculated over the term of the release, unless MRT agrees otherwise. MRT will credit the proceeds of such cash-out to the Replacement Customer.

GENERAL TERMS AND CONDITIONS

15. TERMINATION OF SERVICE/RIGHT OF FIRST REFUSAL

- 15.1 All firm transportation and storage services for primary terms of less than twelve (12) consecutive months of service and/or for rates less than the Recourse Rate, all transactions for which the parties have agreed that a negotiated rate may apply and all interruptible transportation and storage services, shall be deemed to have received all necessary authorizations, including (without limitation) pursuant to Section 7(b) of the Natural Gas Act, Section 311 of the NGPA, and parts 157 and 284 of the Commission's regulations to be terminated and abandoned upon the expiration or termination of the contracts governing such services except as may be otherwise provided in Section 15.3 below. Any such services provided by MRT under individually authorized or blanket or budget-type certificates shall be deemed abandoned upon the expiration or termination of the contracts governing such services. This Section 15 does not override capacity commitments entered into pursuant to Section 5.8(j) of these General Terms and Conditions.
- 15.2 MRT shall offer on a basis that is not unduly discriminatory to all Customers not in default of their obligations to make timely payment or with regard to Sections 26 or 28 below, that agree to contract for firm transportation or firm storage service with MRT for a primary contract term of two (2) consecutive years or more an evergreen provision that provides for the service agreement to continue from year to year after the primary term end date unless and until terminated by either MRT or Customer by written notice or electronically via the Internet as permitted or required by MRT, to the other party delivered at least six (6) months but no greater than eighteen (18) months prior to the contract term end date.
- 15.3 All firm transportation and storage services for primary terms of twelve (12) or more consecutive months of service, or, if service is only available for terms of less than twelve (12) consecutive months of service, primary terms of more than one (1) year, each at the maximum applicable recourse rates or, if MRT and Customer have so agreed, at other rates, may, upon compliance with the requirements of this section, retain all or a portion of the capacity and continue to receive firm service beyond the expiration date.
- (a) The firm capacity holder must notify MRT if the capacity holder wants to exercise its right of first refusal with respect to its firm capacity pursuant to the procedures in this Section 15. If the firm capacity holder has an evergreen provision in its Service Agreement which provides for termination notice to be given to the other party at least twelve (12) months prior to the termination date, the firm capacity holder's written notice to exercise its right of first refusal must be given to MRT no later than six (6) months after the date MRT provides notice of termination under the Service Agreement. If the firm capacity holder has an evergreen provision in its Service Agreement which provides for termination notice to be given to the other party less than twelve (12) months prior to the termination date, the firm capacity holder's written notice to exercise its right of first refusal must be given no later

than three (3) months after MRT provides notice of termination under the Service Agreement.

However, if the firm capacity holder has an evergreen provision in its Service Agreement and provides MRT written notice of termination under the Service Agreement, the firm capacity holder's notice to exercise its right of first refusal must be given no later than thirty (30) days following the date of such notice of termination. If the firm capacity holder does not have an evergreen provision in its Service Agreement, the notice to exercise its right of first refusal must be given at least eighteen (18) months or one-half of the term of the Service Agreement, whichever is less, prior to the expiration date of the firm Service Agreement.

- (b) An existing firm capacity holder that desires to retain its firm capacity will not be subject to the bidding procedures set forth herein if the firm capacity holder agrees to pay MRT's maximum applicable firm transportation rate for a term of five (5) years or more, and enters into the appropriate form of Service Agreement with MRT reflecting such agreement.
- (c) After the firm capacity holder timely notifies MRT as provided for in Section 15.3(a) herein, if the firm capacity holder desires to exercise its right of first refusal but does not agree to the provisions of Section 15.3(b), then MRT shall post notice of the potential availability of the firm capacity on its Internet web site. Such Internet web site notice shall describe the quantity and path of the firm capacity, and the duration of the posting period, which period (presuming timely notice from the firm capacity holder) shall not be less than ten (10) calendar days, during which time MRT will receive bids for the capacity. In addition, the Internet web site notice shall indicate whether MRT is willing to receive bids for the available capacity at a level below MRT's maximum applicable firm transportation rate but greater than a certain rate floor, and any minimum term or volume conditions.
- (d) The right to seek continued service may be waived by Customer.

15.4 Bidders for part or all of the capacity available shall transmit their bids to MRT in writing. MRT may require such bids to be transmitted electronically via the Internet. MRT will consider only bona fide bids for the firm capacity. A bid will be considered bona fide if, in addition to a price and term, the bid also includes a statement that, if its bid is ultimately accepted, the bidder will agree to meet the terms and conditions of this tariff, including the credit criteria contained herein.

15.5 MRT shall evaluate all bona fide bids submitted for all or part of the available firm capacity applying the same economic standard as MRT utilizes to evaluate bids under the Capacity Release Program, provided that for ROFR purposes, Subsections (iv) and (v) of Section 14.7(c)(i) shall not be utilized. MRT will not be obligated to provide firm service or accept any bid at less than MRT's maximum applicable tariff rate(s).

- 15.6 If two or more bona fide bids qualify as the best bid, then MRT will select the first bid received as the bid that the existing capacity holder must match. If two or more bona fide qualifying bids are received by MRT at the same time, MRT shall use a lottery that affords each such bona fide qualifying bid a random opportunity to be selected to select the bid that the existing capacity holder exercising its right of first refusal must match. An existing capacity holder may have to match more than one bid if each bid is for only part of the existing capacity holder's capacity or for only a portion of the time subject to the notice.
- 15.7 (a) **Acceptable Best Bid(s) Received:** If MRT determines that the best bid(s) is(are) acceptable, then MRT shall notify the firm capacity holder that elected to exercise its right of first refusal in writing or electronically via the Internet at least thirty (30) calendar days before the expiration of its firm Service Agreement of the best bid(s), as determined pursuant to Section 15.5, it must match in order to retain all or part of its capacity. MRT shall also post on its Internet web site the best bid(s). The firm capacity holder must, within fifteen (15) calendar days of receipt of MRT's notice under this provision, respond in writing to MRT's notice of the best bid(s) and therein elect whether or not to match the competing bid(s). MRT may require that such response and election be provided to MRT electronically via the Internet. If the existing firm capacity holder agrees to match the best bid(s), MRT shall tender a Service Agreement in the applicable format as described in Section 2.7 of the General Terms and Conditions above, for the firm capacity identical to the best bid(s) matched. The existing firm capacity holder shall have ten (10) calendar days from the date the agreement is tendered to execute and return the Service Agreement to MRT in the same format in which it was tendered. If the existing firm capacity holder declines to match the best bid(s), fails to respond within the time period specified herein, or otherwise is not in compliance with its Service Agreement or Sections 17, 26 or 28 below, MRT shall notify the bidder(s) that made the best bid(s) of the availability of the firm capacity, and shall tender a firm Service Agreement to that bidder(s).
- (b) **Acceptable Best Bid(s) Not Received:** If no bona fide bid(s) for the available capacity are received which are acceptable to MRT, MRT shall post on its Internet web site that no acceptable bid(s) were received by MRT for the available capacity. In such event, the existing capacity holder that elected to exercise its right of first refusal may retain its capacity if MRT and the existing capacity holder agree on the rate to be charged. If MRT and the existing capacity holder do not reach such an agreement within ten (10) calendar days of the close of the bid period, the right of first refusal process hereunder shall be complete, unless MRT otherwise agrees.
- 15.8 Prior to the expiration of the term of any existing Recourse Rate, discounted rate or Negotiated Rate firm Service Agreement(s) and prior to notification of a firm capacity holder's desire to exercise its right of first refusal, if applicable, MRT and the firm capacity holder may mutually agree to renegotiate the terms of such Service Agreement(s) in exchange for the Customer's agreement to extend the term of at least a portion of its obligations under a restructured Service Agreement(s) (the exact terms, including the

length and rate (discounted, negotiated or recourse), of which are to be negotiated, including the modification of existing terms, on a case-by-case basis in a not unduly discriminatory manner).

GENERAL TERMS AND CONDITIONS

16. RESERVATION CHARGE CREDITING

16.1 Definitions

The definitions of terms applicable to this section are as follows:

- (a) “Primary Firm Service” shall mean (i) for service under Rate Schedule FTS, delivery on a firm basis from Primary Point(s) of Receipt to Primary Point(s) of Delivery up to the applicable MDQ; and (ii) for service under Rate Schedule FSS, withdrawal on a firm basis up to the applicable MDWQ.
- (b) “Reduction Event” shall mean a reduction in Primary Firm Service due to one or more of the following: a Force Majeure Event, a Qualifying PHMSA Outage, or a Non-Force Majeure Event.
- (c) “Force Majeure Event” shall mean an event of “force majeure” as defined in Section 12.1 of these General Terms and Conditions.
- (d) “Qualifying PHMSA Outage” shall mean a reduction in Customer’s Primary Firm Service due to an outage required to comply with an order, bulletin or other requirement of the Pipeline and Hazardous Materials Safety Administration (“PHMSA”) pursuant to 60139(c) of Title 49 of the United States Code, Chapter 601, prior to September 1, 2019.
- (e) “Non-Force Majeure Event” shall mean a reduction in Primary Firm Service that is not the result of a Force Majeure Event or a Qualifying PHMSA Outage.
- (f) “Reservation Charge Adjustment” shall mean the daily equivalent of the Monthly Reservation Charge computed at 100% load factor.
- (g) “Deliverability Charge Adjustment” shall mean the daily equivalent of the Monthly Deliverability Charge computed at 100% load factor.
- (h) “Applicable Adjustment Rate” shall mean the Reservation Charge Adjustment or Deliverability Charge Adjustment; provided, however, that:
 - (i) The Applicable Adjustment Rate for service obtained through capacity release pursuant to Section 14 of these General Terms and Conditions shall be the lower of the rate under the Replacement Capacity Agreement or the reservation rate stated in the Releasing Customer’s Service Agreement. Reservation charge credits under this Section 16 are not applicable to a

Customer, including a Replacement Customer and/or a Rate Schedule SCT Customer, paying a volumetric rate.

- (ii) For Customers paying a rate other than the Maximum Firm Transportation Charge, as defined in Section 14.1 of these General Terms and Conditions, the amount of the Applicable Adjustment Rate, if any, shall be calculated in accordance with the discount agreement or negotiated rate agreement, as applicable, between Customer and MRT.
 - (iii) With respect to an executed Service Agreement containing a negotiated Reservation Charge or Deliverability Charge that is not stated on a daily basis, the Applicable Adjustment Rate Adjustment shall be the daily equivalent of the negotiated Reservation Charge or Deliverability Charge, unless otherwise agreed between Customer and MRT.
- (i) “Average Usage Quantity” for service requiring nominations means the quantity on any day that equals Customer’s average nominated quantity of Primary Firm Service. Average Usage Quantity for service that does not require nominations means the quantity on any day that equals Customer’s average actual flows of Primary Firm Service at Primary Points of Delivery.
 - (i) The Average Usage Quantity shall be determined based upon the seven (7) days prior to the first day of the Reduction Event; provided, however, that on the day the Reduction Event first occurs, if MRT has not provided prior notice of the Reduction Event and the service requires nominations, then for that day, the Average Usage Quantity shall equal (A) Customer’s quantity of Primary Firm Service confirmed and scheduled prior to the Reduction Event, or (B) the quantity Customer nominated for Primary Firm Service, if Customer nominated before the Reduction Event, but MRT was unable to confirm that quantity for scheduling because of the Reduction Event.
 - (ii) For Rate Schedule FTS service that includes MDQ levels that vary over time periods specified in Customer’s Service Agreement, if the Reduction Event extends into another specified time period, then Customer’s Average Usage Quantity shall be determined based on the most recent seven (7) days that fell within the same specified time period as the day for which the Average Usage Quantity is being calculated.
- (j) “Affected Service Quantity” means the quantity on any day that equals the Customer’s Average Usage Quantity (i) less any quantities of service provided by MRT to Customer on such day, and (ii) less any quantities of service that MRT could not confirm and schedule on that day to the extent that MRT’s inability to confirm and schedule Service is caused by the conduct, activities or operations of Customer and/or upstream or downstream parties not controlled by MRT (including force

majeure events affecting Customer or such parties) including, but not limited to, activities and/or events such as (A) Customer's failure to perform in accordance with the terms of its Service Agreement and MRT's tariff, including, but not limited to, Operational Flow Orders and failure to meet all applicable gas quality specifications, (B) failure of supply or transportation upstream of MRT's pipeline system, or (C) failure of market or transportation downstream from MRT's pipeline system.

16.2 Reservation Charge Adjustment and Delivery Charge Adjustment for a Reduction Event resulting from a Force Majeure Event.

For each day that MRT fails to provide the Average Usage Quantity due to a Force Majeure Event:

- (a) Customer shall be liable for all amounts due or that become due under its Primary Firm Service Agreement(s) during the first ten (10) days of the Reduction Event.
- (b) Following such ten (10) day period, Customer's Reservation Charge or Deliverability Fee, as applicable, shall be decreased by an amount equal to the product of the Applicable Adjustment Rate multiplied by the Affected Service Quantity.

16.3 Reservation Charge Adjustment and Deliverability Charge Adjustment for a Reduction Event resulting from a Qualifying PHMSA Outage.

If PHMSA issues an order that will result in a Qualifying PHMSA Outage, MRT shall notify shippers of the Reduction Event and will identify the specific PHMSA order or requirement with which MRT is complying. For each Day that MRT fails to provide the Average Usage Quantity due to a Qualifying PHMSA Outage:

- (a) Customer shall be liable for all amounts due or that become due under its Primary Firm Service Agreement(s) during the first ten (10) days of the Reduction Event.
- (b) Following such ten (10) day period, Customer's Reservation Charge or Deliverability Charge, as applicable, shall be decreased by an amount equal to the product of the Applicable Adjustment Rate multiplied by the Affected Service Quantity.

16.4 Reservation Charge Adjustment and Deliverability Charge Adjustment for a Reduction Event resulting from a Non-Force Majeure Event.

For each day that MRT fails to provide the Average Usage Quantity due to a Non-Force Majeure Event, Customer's Reservation Charge or Deliverability Charge, as applicable, shall be decreased by an amount equal to the product of the Applicable Adjustment Rate multiplied by the Affected Service Quantity.

16.5 Reservation Charge Adjustment and Deliverability Charge Adjustment for Temporary Capacity Release Transactions.

- (a) If Customer has released all or a portion of its firm capacity under a temporary release pursuant to Section 14 of these General Terms and Conditions, and the Releasing Customer has expressly released its rights to reservation charge credits through the notice of capacity release submitted pursuant to Section 14 of these General Terms and Conditions, MRT shall determine the Applicable Adjustment Rate and the Affected Service Quantity and shall provide a Reservation Charge Adjustment or Deliverability Charge Adjustment, as applicable, to the Replacement Customer. However, MRT shall not provide such Reservation Charge Adjustment or Deliverability Charge Adjustment, as applicable, to a replacement Customer receiving service under a volumetric rate.
- (b) Under no circumstance shall the total Reservation Charge Adjustment or Deliverability Charge Adjustment, as applicable, provided by MRT exceed the total Reservation Charge Adjustment or Deliverability Charge Adjustment, as applicable, for the Affected Service Quantity under a Primary Firm Service Agreement absent a capacity release.

16.6 Exceptions.

- (a) MRT shall not provide a Reservation Charge Adjustment for nominated quantities that MRT is unable to schedule after the Timely Nomination Cycle at a Primary Point of Receipt or a Primary Point of Delivery due to MRT scheduling capacity for another Customer that is not subject to bumping in the current cycle.
- (b) MRT shall not provide a Reservation Charge Adjustment for quantities that MRT received at a Primary Receipt Point or delivered at a Primary Delivery Point but were not allocated to customer because other Customers without primary firm priority were ranked higher than Customer under the applicable pre-determined allocation method for the point.
- (c) MRT shall not provide a Reservation Charge Adjustment or Deliverability Charge Adjustment for quantities not delivered or withdrawn, as applicable, due to scheduled maintenance on MRT's facilities if MRT and Customer have mutually coordinated the timing of the scheduled maintenance and the maintenance is performed in accordance with that schedule.

GENERAL TERMS AND CONDITIONS

17. BILLING, STATEMENTS, PAYMENT AND RECORDS

- 17.1 MRT shall, no later than the ninth (9th) business day of each month, render invoices for all charges incurred by Customer during the previous month, pursuant to the applicable rate schedule based on actual quantities delivered, or if not available, best estimates; provided, however, that adjustments shall be made to such quantities in subsequent months' invoices, as required based on actual quantities delivered. MRT shall make available each Customer's invoice via electronic means unless otherwise requested by Customer. If for any reason the presentation of an invoice by MRT to Customer is delayed until after the ninth (9th) business day of the month, then payment by Customer may be delayed but only in accordance with the provisions contained herein. As soon as possible following the receipt of all necessary information, MRT shall submit to Customer an invoice for billing based on such information. In the event the quantities of gas delivered to or received by MRT are not measured at the standard pressure base, the factor to be utilized to convert such delivered quantities shall be in accordance with NAESB Standards and set forth in MRT's procedures as may be established and publicized from time to time. For reporting purposes, BTU conversion factors should be reported to not less than three (3) decimal places and Pressure Base conversion factors should be reported to not less than six (6) decimal places. For calculation purposes, not less than six (6) decimal places should be used for both conversion factors. Upon prior written or electronic notice MRT may require Customer to pay invoiced amounts by electronic funds transfer to a designated bank account established by MRT of funds to be available on the date payment is due. Subject to Section 17.3 below, payments for all charges billed in accordance with the provisions of this tariff shall be made by Customer to MRT within ten (10) days of the postage meter date, postmark date, facsimile date, delivery date of overnight mail, time stamp date or date of hand delivery of the Customer's bill. Payments made by electronic funds transfer shall be considered to have been made on the date when such payment is received by MRT.
- 17.2 Upon sixty (60) days prior written or electronic notice in the event Customer fails to pay all of the amount due MRT within the ten (10) day period, MRT may require payment of interest thereon from the later of the due date or of such notice at the maximum allowable interest permitted under and in accordance with 18 C.F.R. Section 154.501(d) or any superseding regulations of the Commission. If such failure to pay continues for thirty (30) days after payment is due, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5.4(k) of these General Terms and Conditions. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate further receipt and/or delivery of gas on behalf of Customer.

- 17.3 Subject to Section 17.4 below, if any Customer disputes the amount of its invoice, it shall pay at least the portion of the invoiced amount not disputed and, if it withholds payment of the disputed amount it must provide with such payment full documentation electronically with respect to the claimed error, including identifying each amount in dispute and the reasons and support therefor.
- 17.4 Each party shall have the right at reasonable hours to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement (including allocations) or charge made hereunder. If any such examination reveals any inaccuracy in any statement or charge, then necessary adjustment and correction thereof shall be made promptly, provided that no adjustment for any billing or payment shall be made after the lapse of six (6) months from the date of the invoice or statement thereof unless prior thereto the adjustment is made or the error is challenged in writing including documentation (which MRT may require to be submitted electronically) as to the basis and reasons for the claimed error. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the time periods set forth in this Section 17.4.
- (i) Measurement data corrections should be processed within six (6) months of the production month with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the time periods set forth in this Section 17.4.
 - (ii) Prior period adjustment time limits should be six (6) months from the date of the initial transportation invoice and seven (7) months from date of initial sales invoice with a three (3) month rebuttal period, excluding government-required rate changes. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. 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.
 - (iii) The time limitation for disputes of allocations should be six (6) months from the date of the initial month-end allocation with a three (3) month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this

standard. Any error so discovered as a result of a timely claim shall be corrected within thirty (30) days of the determination thereof.

GENERAL TERMS AND CONDITIONS

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

- 18.1 Unless otherwise agreed by MRT and a Customer, MRT shall have no obligation to offer its services at rates less than the maximum rates specified in this tariff. MRT may from time to time and at any time, upon twenty-four hours (24) verbal, electronic or written notice, at its sole discretion or as provided in the applicable Service Agreement, charge any individual Customer a rate which is lower than the maximum rate for the applicable service as specified in this tariff. Such lower rate shall not be less than MRT's applicable minimum rate for the service provided. Any such verbal notice shall be confirmed to Customer in writing or electronically via the Internet and shall state the effective date of such rate change and the quantity of gas affected. MRT may increase or decrease such rate upon twenty-four (24) hours verbal or electronic notice to Customer and shall confirm such notice in writing or electronically via the Internet. Pursuant to Section 284 of the Commission's regulations, MRT shall file with the Commission any and all required reports.
- 18.2 If MRT agrees to a discounted rate under MRT's rate schedules, the following terms may be agreed to without constituting a material deviation from MRT's applicable pro forma Service Agreement; provided, however, any such rate or component thereof, as set forth in items (a) through (g), shall not be less than MRT's applicable minimum rate, nor greater than MRT's applicable maximum rate. Additionally, MRT and Customer may agree that rate components may be adjusted upward or downward to achieve an agreed upon overall rate so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such rate may apply:
- (a) to specified quantities under Customer's Service Agreement(s);
 - (b) to quantities above or below a certain level or all quantities if quantities exceed a certain level;
 - (c) in a specified relationship to quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to the quantities actually transported);
 - (d) during specified periods of the year or over specifically defined periods of time;
 - (e) to specified receipt points, delivery points, zones, transportation routes, markets or other defined geographical areas;
 - (f) to production reserves, gas supplies or markets committed by Customer; and/or
 - (g) to rates based on published index prices for specific receipt or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based on the differential between published index prices

or arrived at by formula). Such discounted rate: (1) shall not change the underlying rate design; (2) shall not include any minimum bill or minimum take provision that has the effect of guaranteeing revenue; and (3) shall, in each Service Agreement entered into pursuant to this Section 18.2(g), define the rate component(s) to be discounted.

GENERAL TERMS AND CONDITIONS

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

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

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

A Negotiated Rate shall mean a rate for service, the individual components of which may exceed the maximum reservation charge, if applicable, or usage charge, as stated on MRT's Statement of Effective Rates and Charges for that service. With respect to a Negotiated Rate which, when calculated on a 100% load factor basis, exceeds MRT's Recourse Rate for that service, for purposes of allocation of capacity pursuant to Section 8 of the General Terms and Conditions of MRT's tariff, Customers shall be considered to have paid the Recourse Rate. For purposes of bid evaluations that lead to an award of capacity, MRT will award capacity pursuant to Section 5.8(e) of the General Terms & Conditions of MRT's tariff. For purposes of exercising rights to continue service pursuant to Section 15 of the General Terms and Conditions of MRT's tariff, the highest rate that a Customer must match if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Agreement is the Recourse Rate applicable to such service.

Absent prior Commission approval, no Negotiated Rate agreement shall include terms that deviate in any material respect from those set forth in the Transportation Service Agreement Form included in this tariff. Each Negotiated Rate agreement shall be filed with the Commission or reflected on a tariff record to be filed no later than the business day of commencement of service (or if the day on which MRT commences such service is not a business day, then the next business day after MRT commences such service). Any tariff record filed with the Commission shall state the exact legal name of the Customer, the applicable Rate Schedule, the receipt and delivery point(s), the contract quantities, and, as applicable, the Negotiated Rate or the Negotiated Rate formula. The tariff record also shall

contain a statement that the Negotiated Rate agreement does not deviate in any material aspect from the Transportation Service Agreement Form included in this tariff.

MRT shall record separately the billing determinants, volumes transported, rates, surcharges and all revenues associated with MRT's Negotiated Rate transactions so that this data can be separately identified on an as needed basis. Additionally, MRT will separately identify as stated above, any and all transactions that originate as Part 284 discounted transactions and subsequently become Negotiated Rate transactions.

19.3 Discount-type Adjustments

- (i) MRT shall have the right to seek in future general rate proceedings a discount-type adjustment to recourse rates for Negotiated Rate agreements which shall only be allowed to the extent that MRT can meet the standards required of an affiliate discount-type adjustment including requiring that MRT shall have the burden of proving that any discount granted is required to meet competition. MRT 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:
 - (a) Demonstrating that, in the absence of MRT's entering into such Negotiated Rate agreement providing for such discount, MRT 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
 - (b) Making another comparable showing that the Negotiated Rate discount contributes more fixed cost recovery to the system than could have been achieved without the discount.
- (ii) MRT also shall have the right to seek a discount-type adjustment in the design of its rates in future general rate proceedings, to the maximum extent permissible under Commission policy, for Negotiated Rate agreements that were converted from pre-existing agreements under which the rates charged to the customer were discounted from the applicable maximum tariff rates. This ability of MRT to seek a future discount-type adjustment shall apply only to discounted transportation rate agreements under Part 284 of the Commission's regulations where, upon renegotiation of the applicable rate, the new agreement becomes an agreement for transportation service at Negotiated Rates under the definition set forth in Section 19.2 of this tariff. In the event MRT seeks to include Negotiated Rate agreements in MRT's rate discount adjustment in a future rate proceeding, the discount adjustment shall be based on the greater of (a) the Negotiated Rate revenues received or (b) the discounted Recourse Rate revenues which otherwise would have been received. MRT shall have the burden of showing the appropriateness of such discount adjustments.

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20. ELECTRONIC COMMUNICATION SYSTEM

- 20.1 MRT will maintain an interactive Internet web site, which will contain information relevant to the availability of the services provided under this tariff, in the manner and level of detail required by the Commission's regulations. MRT shall provide for electronic communication with its customers in compliance with NAESB Standards, and also shall provide for such electronic communication with third parties that are not Customers and are authorized to act on behalf of Customers or others interconnected with MRT's system on a basis that is not unduly discriminatory. MRT specifically shall allow such interface using the protocols, data sets, and codes detailed in the NAESB Standards.
- 20.2 MRT will have a user-friendly Internet web site and it will contain the information necessary to assist Customers in fully utilizing MRT's system. All data contained on MRT's Internet web site shall be downloadable and available for any application used by the receiving party. MRT shall have no responsibility for, or liability resulting from, any such downloading or subsequent application of data.
- 20.3 Persons desiring information about the Internet web site may contact a representative of MRT's Customer Service Department.
- 20.4 A public Internet web site will be available on a nondiscriminatory basis to any party who has electronic communications equipment compatible with MRT's Internet web site, with access to certain areas of the Internet web site restricted and available only to those parties who have executed a web site access agreement, available on the public portion of MRT's Internet web site, and been assigned a login identification and password from MRT.
- 20.5 MRT will post on its Internet web site the information required by the Commission's regulations respecting a particular transportation transaction for ninety (90) days.
- 20.6 MRT will retain daily records of the information displayed on the Internet web site for three (3) years. Such historical data shall be maintained in hard copy and in electronic format and made available to any party desiring copies of the records for a reasonable fee upon written request.
- 20.7 Customers will be required to utilize MRT's Internet web site to request service, and execute and amend Service Agreements unless MRT otherwise agrees or emergency events prevent such electronic communication. Electronic transactions between Customer and MRT shall be binding and enforceable in the same manner and to the same extent as written transactions, and evidence of electronic transactions, if introduced on paper will be admissible to the same extent as other business records originated in written form.

GENERAL TERMS AND CONDITIONS

21. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

21.1 Purpose

- (a) Section 3401(a)(1) of the Omnibus Budget Reconciliation Act of 1986 (Budget Act) requires the Commission to assess and collect fees and annual charges in each fiscal year in amounts equal to the costs incurred by the Commission in each fiscal year. Pursuant to Commission Order Nos. 472, 472-A, 472-B, and 776 (codified in Part 382 of the Commission's Regulations), MRT must remit to the Commission on or before August 31 of every year an allocated portion of the costs incurred by the Commission in the previous fiscal year. Such costs are determined by the Commission as a result of audit and are to be net of any other fees or charges collected during the fiscal year. MRT is allocated a portion of the Commission's net costs based on the total of MRT's reported transportation quantities compared to the total transportation quantities of all eligible reporting natural gas pipelines. All amounts assessed pursuant to Part 382 of the Commission's Regulations will be recorded in Account 928. MRT intends to recover such costs under these tariff provisions and not in an NGA Section 4 rate filing.
- (b) For the purpose of recovering MRT's allocated portion of the Commission's costs, this section establishes a per unit Annual Charge Adjustment (ACA) Surcharge to be applicable to the usage component of MRT's rate schedules as provided in this tariff.

21.2 Basis of the Annual Charge Adjustment Surcharge

The ACA Surcharge shall be the unit charge, as revised annually and posted on the Commission's web site located at <https://www.ferc.gov>, and is incorporated by reference in this tariff for use by MRT in recovering such costs.

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22. FUEL USE AND LUFG ADJUSTMENTS

The Fuel Use and LUFG Percentages under MRT's Rate Schedules FTS, SCT, ITS, FSS, and ISS shall be adjusted downward to reflect reductions and shall be adjusted upward to reflect increases in fuel usage and lost or unaccounted for gas in accordance with this section.

22.1 Filing of Fuel Use and LUFG Adjustments

(a) Effective Date of Adjustment

The effective date of each Fuel Use and LUFG Adjustment shall be November 1 of each year.

(b) Filing Procedure

At least thirty (30) days prior to the effective date of the adjustment, MRT shall file with the Commission a schedule of effective Fuel Use and LUFG Percentages, as determined in accordance with Section 22.2 hereof, together with supporting documentation. Such filing shall be in lieu of any other rate change filing required by the Commission's regulations under the Natural Gas Act.

(c) Fuel Use and LUFG Adjustment Period

The Fuel Use and LUFG Adjustment Period shall be the billing period between each effective date of adjustment.

22.2 Computation of Effective Fuel Use and LUFG Percentages

The effective Fuel Use Percentage shall be the sum of the current Fuel Use Percentage and the Annual Fuel Use Surcharge.

The effective LUFG Percentage shall be the sum of the current LUFG Percentage and the Annual LUFG Surcharge.

22.3 Computation of Current Fuel Use and LUFG Percentages

- (a) Fuel Use Percentage: The current Fuel Use Percentage shall be determined on the basis of (i) the estimated quantities of gas delivered to MRT for the account of Customers under Rate Schedule FTS, SCT, ITS, FSS, ISS, and Pool Transfers across zones or under any capacity lease the terms of which expressly provide for the collection of Fuel Use and LUFG (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.2 of these General Terms and

Conditions) and (ii) the projected quantities of gas that shall be required for fuel usage (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.2 of these General Terms and Conditions).

- (b) LUFG Percentage: The current LUFG Percentage shall be determined on the basis of (i) the estimated quantities of gas delivered to MRT for the account of Customers under Rate Schedule FTS, SCT, ITS, FSS, ISS, and Pool Transfers across zones or under any capacity lease the terms of which expressly provide for the collection of Fuel Use and LUFG (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions) and (ii) the projected quantities of gas that shall be required for fuel usage and lost or unaccounted for gas (excluding any quantities delivered for transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).

22.4 Computation of the Annual Fuel Use and LUFG Surcharges

- (a) MRT shall maintain Deferred Fuel Use and LUFG Accounts with appropriate subaccounts. For each Base Period, the applicable subaccounts shall include the positive or negative change in Fuel Use and LUFG for the Base Period and any adjustments to the Deferred Fuel Use and LUFG Accounts attributable to the immediately preceding Base Period. MRT shall be prohibited from seeking recovery of Fuel Use and LUFG and any adjustments related to Fuel Use and LUFG incurred in periods prior to the immediately preceding Base Period.
- (b) A change in Fuel Use for each Base Period shall be the difference between (i) the amount of Fuel Use quantities received by MRT during the Base Period and (ii) the actual quantities of gas expended for fuel usage during the Base Period.
- (c) A change in LUFG for each Base Period shall be the difference between (i) the amount of LUFG quantities received by MRT during the Base Period and (ii) the actual quantities of lost and unaccounted for gas during the Base Period (excluding lost and unaccounted for gas associated with transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).
- (d) The Annual Fuel Use Surcharge shall be computed by dividing the balance of the Deferred Fuel Use Account for the most recent Base Period, including any adjustments to the Deferred Fuel Use Account attributable to the immediately preceding Base Period, by MRT's estimated quantities of gas for transportation and storage under Rate Schedules FTS, SCT, ITS, FSS and ISS for the Recovery Period (excluding any quantities estimated to be transported associated with transactions utilizing the facilities listed under Section 29.2 of these General Terms and Conditions).
- (e) The Annual LUFG Surcharge shall be computed by dividing the balance of the Deferred LUFG Account for the most recent Base Period, including any adjustments

to the Deferred LUFG Account attributable to the immediately preceding Base Period, by MRT's estimated quantities of gas for transportation and storage under Rate Schedules FTS, SCT, ITS, FSS and ISS for the Recovery Period (excluding any quantities transported associated with transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions).

- (f) For those transactions utilizing the facilities listed under Section 29.3 of these General Terms and Conditions, the LUFG Percentage will be determined on the basis of (i) the estimated quantities of gas delivered into such facilities and (ii) the projected quantities of gas that shall be required for lost or unaccounted for gas.

The Line A-327 (per Section 29.3(a) of these General Terms and Conditions) LUFG Percentage will be calculated for each Recovery Period and provided in this tariff.

- (g) The Recovery Period for the Annual Fuel Use and LUFG Surcharges shall be the twelve (12) months beginning November 1.
- (h) The Base Period for the Annual Fuel Use and LUFG Surcharges shall be the twelve (12) months ending on the June 30th before the Recovery Period.

GENERAL TERMS AND CONDITIONS

23. RESERVED FOR FUTURE USE.

GENERAL TERMS AND CONDITIONS

24. FILING FEES

- 24.1 In addition to the amounts set forth in each rate schedule, Customer shall pay MRT an amount to reimburse MRT for any and all filing fees incurred as a result of the Customer's request for service, to the extent such fees are imposed upon MRT by the Commission.

GENERAL TERMS AND CONDITIONS

25. OVERRUN SERVICE

- 25.1 On any day, Customer may nominate quantities of gas in excess of: (i) Customer's Rate Zone Capacity, (ii) Customer's MDQ, and/or (iii) Customer's storage contract quantities. If scheduled by MRT, such quantities shall constitute Authorized Overrun Quantities, or, for storage, Overrun Service. MRT may, but is not obligated to, receive, transport, deliver, inject, withdraw from and/or retain in storage on any day Authorized Overrun Quantities when, in MRT's reasonable judgment, the capacity of its system will permit such service without impairing the ability of MRT to meet its other obligations.
- 25.2 Customer shall pay MRT the applicable rate for Authorized Overrun Service or Overrun Service, as applicable, set forth in the rate schedules of this tariff. Nothing herein, however, shall affect the priorities set forth in Section 8 of these General Terms and Conditions.
- 25.3 If Customer does not receive advance approval for Authorized Overrun Quantities but nevertheless delivers or receives on any day quantities of gas in excess of Customer's Rate Zone Capacity, such quantities shall constitute Unauthorized Overrun Quantities. Except as otherwise provided in Rate Schedules FTS and SCT, for Unauthorized Overrun quantities above 104% of Customer's Rate Zone Capacity, Customer shall pay MRT the applicable rate for Unauthorized Overrun set forth in the CURRENTLY EFFECTIVE RATES for FIRM TRANSPORTATION SERVICE or the CURRENTLY EFFECTIVE RATES for SMALL CUSTOMER TRANSPORTATION SERVICE, respectively, as set forth in this tariff. Customer shall pay MRT the applicable rate for Authorized Overrun service for Unauthorized Overrun Quantities between 100% and 104% of Customer's Rate Zone Capacity.

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26. CREDITWORTHINESS OF CUSTOMER

- 26.1 If at any time MRT is not reasonably satisfied with Customer's credit or ability to perform under its Service Agreement, MRT may require Customer to supply MRT with credit information sufficient for a credit appraisal in accordance with the criteria specified in Section 5.4(k) of these General Terms and Conditions. If Customer's credit does not meet the criteria in the aforementioned Section 5.4(k), MRT may, upon ten (10) days' written notice to Customer, suspend performance of service pending assurance of payments including, without limitation, all amounts invoiced but not paid because disputed in accordance with the provisions set forth in Section 17.3 of these General Terms and Conditions, in accordance with Section 5.4(k) of these General Terms and Conditions.
- 26.2 If MRT requests additional information to be used for credit evaluation after the initiation of service, contemporaneous with the request, it will provide its reason(s) for requesting the additional information to Customer and designate to whom Customer's response should be sent. MRT and Customer may mutually agree to waive the requirements of this Section 26.2.

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27. OTHER OPERATING CONDITIONS

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

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28. OBLIGATION TO CONTINUE SERVICE

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

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29. WAIVERS

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

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

(a) Receipt Point(s):

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

Delivery Point(s):

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

(b) Receipt Point(s):

- (1) At the point of interconnection between MRT's East Line and Natural Gas Pipeline Company of America ("NGPL") at station 1922+34 located in Clinton County, Illinois and Trunkline Gas Company ("Trunkline") at station 0+00 located in Clay County, Illinois.

Delivery Point(s):

- (1) At the AmerenUE Raccoon Creek delivery point located on MRT's East Line at station 0+00 in Clay County, Illinois.

29.3 MRT will assess a separate LUG for transactions utilizing the specific receipt and delivery point combinations listed below, because they do not contribute to system-wide LUG.

(a) Line A-327

Receipt Point(s):

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

Delivery Point(s):

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

GENERAL TERMS AND CONDITIONS

30. LAWS, REGULATIONS AND ORDERS

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

30.2 Collection of Sales and Use Taxes

Customer shall pay to MRT any applicable energy, value added, sales or use tax, or similar tax, and any penalty and interest imposed on the Customer by the federal government, any state, or by any political subdivision of a state, which amount MRT is obligated by law to collect and remit. Payment shall be at the applicable rate prescribed by law. If Customer is exempt from the obligation to pay such taxes, Customer shall provide MRT with documentation establishing that exemption.

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31. STANDARDS OF CONDUCT

- 31.1 Nondiscriminatory Access: MRT will provide non-discriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations and will not give shippers of its gathering affiliate undue preference over shippers of nonaffiliated gatherers or other customers in scheduling, transportation, storage or curtailment priority.
- 31.2 No Tying Arrangements: MRT will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end-user, or shipper relating to any service by any gathering affiliate, any services by it on behalf of its gathering affiliate, or any services in which its gathering affiliate is involved.

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32. DESCRIPTIVE HEADINGS

- 32.1 The descriptive headings of the provisions of the Service Agreements; Rate Schedules FTS, SCT, ITS, FSS, NNT, PALS, and ISS; the Replacement Capacity Agreement; the Operational Balancing Agreement; the Emergency Reallocation and Diversion Agreement; 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.

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33. RIGHTS AND REMEDIES

- 33.1 All rights and remedies available to MRT are cumulative, and no right or remedy shall be considered or construed under any circumstances as MRT's exclusive right or remedy against Customer.
- 33.2 The Service Agreements whose forms are set forth herein shall create no rights for third parties.

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34. PENALTY REVENUE CREDITING

For each 12 month period ending July 31 (Accrual Period), MRT shall determine the revenues (penalty revenues), less the costs incurred by MRT in relation to the actions of the Customer(s) necessitating a penalty (penalty costs), recovered pursuant to the imposition of a penalty pursuant to (1) Rate Schedule PALS, Section 5.2(a); (2) General Terms and Conditions, Section 8.3(d); (3) General Terms and Conditions, Section 9; (4) General Terms and Conditions, Section 10.3(d), excluding revenues from imbalances pursuant to Section 10.3(d)(iv), (vii) and (viii); (5) General Terms and Conditions, Section 13.2; (6) Rate Schedule FTS, Section 4.2(d); and (7) Rate Schedule SCT, Section 4.2(c). To the extent a Customer incurs a penalty for a transportation transaction, notwithstanding these crediting obligations, MRT shall retain an amount equal to MRT's maximum Rate Schedule ITS rate multiplied by the total quantity received and/or delivered for such transaction. If MRT waives a penalty, such penalty shall not be considered charged for purposes of this Section 34. The resulting amount, including interest in accordance with Section 154.501 of the Commission's Regulations, calculated from the end of the Accrual Period to the effective date of the crediting adjustments provided for herein, shall be defined as the "Excess Penalty Revenues" or the "Remaining Penalty Costs," as applicable, and shall be netted with any existing Carryover Costs (as defined below).

If the resulting net amount is an excess of costs (Carryover Costs), such Carryover Costs, including interest in accordance with Section 154.501 of the Commission's Regulations, calculated from the date on which credits, if any, for the recently concluded Accrual Period were scheduled to take effect until the effective date of the credits for the next Accrual Period, shall be included in the next annual calculation performed under this Section 34. If the resulting net amount is an excess of revenues, those revenues shall be the Penalty Crediting Revenues. MRT shall allocate the Penalty Crediting Revenues among its then-existing non-offending firm Customers (where capacity has been temporarily released, Penalty Crediting Revenues shall be distributed to the original Releasing Customer) in proportion to the total firm transportation revenues (excluding penalties, cash-out, facilities reimbursement or other similar charges) collected from each such Customer during each month of the Accrual Period when a penalty was collected in accordance with this section; provided, however, if the Penalty Crediting Revenues do not exceed \$250,000.00, then such amount, plus interest calculated in accordance with Section 154.501 of the Commission's Regulations, shall be carried forward to the next Accrual Period to be included in the next annual calculation performed under this Section 34.

On or before November 1 of each year, MRT shall post on its Internet web site and send notices to eligible Customers of the applicable credit amount (or if none, of the Carryover Costs for the preceding Accrual Period (or part thereof)). MRT shall have the option of crediting against a Customer's invoice (any such credit shall be separately identified on the invoice) or sending a check in the amount of the applicable credit. MRT shall file within thirty (30) days of such date a report with the Commission setting forth the calculation of Penalty Crediting Revenues or Carryover Costs,

as applicable, and the credits, if any, for the individual Customer, together with supporting documentation for such calculations.

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35. SEGMENTATION OF CAPACITY

35.1 To the extent operationally feasible, a Customer that has contracted with MRT for firm transportation under Rate Schedule FTS over a Primary Path may, pursuant to the provisions of this Section 35, segment its Primary Path for its own use or for the purpose of releasing that capacity to a Replacement Customer by identifying, through nomination or through the capacity release process, respectively, points along the Primary Path, subject to MRT's tariff and the availability of capacity. Such a Customer also may seek to segment using a Secondary Path which it identifies during the release or nomination process by notifying MRT of the receipt and delivery points delineating same. Segment Receipt Point(s) and Segment Delivery Point(s) shall mean points along a Primary or Secondary Path, as applicable, unless explicitly provided for otherwise. Unless a segment point is a primary point, or becomes a primary point in accordance with the provisions of MRT's tariff, segment points nominated by a Customer for the purpose of segmenting for its own use are secondary points. Additionally, all points utilized in conjunction with a Secondary Path will be secondary points, unless any such segment point becomes, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, a primary point. A Releasing Customer may also request during segmentation a new Primary Path (Primary Receipt Point and Primary Delivery Point) for the Replacement Customer which is outside Releasing Customer's Primary Path, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, including, but not limited to, the terms set forth herein. If an existing Primary Path Segment is to be released to a Replacement Customer, the Releasing Customer may request primary points on the unreleased segment within the Primary Path up to its entitlement on that segment and, for the Replacement Customer, simultaneously may request primary points on the released segment within the Primary Path up to its entitlement on that segment, both subject to the availability of capacity and in accordance with the provisions of MRT's tariff. A purported segmentation of a Primary Path or the creation/use of a Secondary Path may not result, through the use of secondary point rights or otherwise, in an impermissible overlap of capacity or other greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation.

Subject to MRT's agreement otherwise, discounts under any contract are specific to the circumstances involved. No discount rate applicable to those circumstances or to the original Primary Receipt and Delivery Points shall apply to the use of secondary points or Segment Receipt and Delivery Points, whether held by a Releasing or Replacement Customer, unless MRT agrees otherwise. If a Customer, subject to the availability of capacity and in accordance with the provisions of MRT's tariff, changes a primary point, MRT shall not be obligated to reserve firm capacity to reinstate the former primary point upon expiration of the segmentation or the capacity release.

- 35.2 In addition to MRT's right to determine operational feasibility on a case-by-case basis, as set out in Section 35.6 below, a purported segmentation (whether for a Customer's own use or on release) shall not be operationally feasible if: (a) Pools or Aggregated Delivery Points are nominated as Segment Receipt Point(s) or Segment Delivery Point(s), absent a determination by MRT that the proposed segmentation would not result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation; (b) the segmentation would purport to result in primary capacity rights with respect to a segment in a direction opposite to the direction of the Primary Path under the contract being segmented; or (c) a proposed segmentation would purport to identify a path or segment within MRT's Reticulated System. MRT's system is reticulated in the St. Louis metropolitan area north of the 12-Mile Compressor Station on MRT's Main Lines, and west of the A-206 interconnection on MRT's East Line (Reticulated System).
- 35.3 Subject to the provisions of this tariff, including but not limited to, the provisions of this Section 35, a Customer may segment in a manner such that capacity in the direction of the Primary Path and capacity in the opposite direction of the Primary Path, each within applicable entitlements (MDQ, Line Priority and/or Rate Zone Capacity), is used to make deliveries to the same Delivery Point at the same time. MRT shall not be obligated to accept nominations or releases of capacity for any purported Primary or Secondary Path Segment (hereafter in this Section 35, references to a Path Segment shall be deemed to include the terms Primary and Secondary Path Segment) or combination of Path Segments that would (a) result in an impermissible overlap of capacity or otherwise result in a greater level of entitlement to line or zone capacity than the entitlement measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation or (b), when a Customer is segmenting for its own use, result in receipt or delivery quantities at any single receipt or delivery point greater than the quantities that MRT was contractually obligated to receive and deliver at the Primary Receipt and Delivery Points defining the Primary Path prior to segmentation. A Releasing Customer may not re-release a released Path Segment until such time as the Releasing Customer either recalls the released Path Segment or the released Path Segment reverts to the Releasing Customer at the end of the release term. Replacement Customers that desire to re-release a released Path Segment may only release transportation capacity within their acquired Path Segment. The sum of capacity released in any Path Segment cannot exceed the original Releasing Customer's level of entitlement to line or zone capacity measured by reference to the Line Priority and Rate Zone Capacity under the original contract prior to segmentation.
- 35.4 A Customer's right to segment is subject to MRT's invocation of the provisions of Section 9 of the General Terms and Conditions.
- 35.5 For purposes of segmentation pursuant to the provisions of this Section 35, a Primary or Secondary Path shall be available, to the extent operationally feasible, on all portions of MRT's system with the exception of MRT's Reticulated System. A Path Segment is defined by, and in the direction of, a Segment Receipt Point to a Segment Delivery Point. If a

Customer's Primary or Secondary Delivery Point, as applicable, is within MRT's Reticulated System, subject to the provisions of this Section 35, the Customer may obtain a Primary or Secondary Path on the MRT line(s) on which its Primary or Secondary Receipt Point(s), as applicable, is located, from that Primary or Secondary Receipt Point(s), as applicable, to the boundary of MRT's Reticulated System. For purposes of segmentation under this Section 35, there is no right to a Primary or Secondary Path or Path Segment within MRT's Reticulated System.

- 35.6 In all cases, including those situations previously described in this Section 35, MRT reserves the right to evaluate and disallow segmentation on its system on a case-by-case basis for those situations that are not operationally feasible. Disallowance of segmentation requests will be made on a not unduly discriminatory basis.

GENERAL TERMS AND CONDITIONS

36. THIRD PARTY PIPELINE CAPACITY

- 36.1 MRT, from time to time, may contract in its own name to acquire and utilize capacity on a third party system. Any services provided to Customers using such capacity shall be provided pursuant and subject to the applicable provisions of MRT's tariff, including the applicable rates, as on file and in effect from time to time. The "shipper must have title" policy is waived to permit MRT to utilize such capacity to provide services to its Customers. Any restrictions or limitations on renewal, extension or other rights applicable to such third party capacity which are provided for under the third party's applicable tariff or regulations also shall apply to the service rendered by MRT to its Customers by means of such capacity.

If Customer and MRT mutually agree that MRT shall provide service to Customer for its benefit using capacity that MRT has contracted for with third party(ies) pursuant to this Section 36.1, then Customer shall pay MRT, in addition to any applicable rates and charges pursuant to MRT's tariff, an amount up to the charges MRT is obligated to pay such third party(ies). Such third party charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such third party charges shall be set forth as separate items on billings rendered to Customer.

Any third party pipeline capacity acquired by MRT for the benefit of a Customer which is not used by such Customer, shall be offered to MRT's other Customers pursuant to MRT's tariff and be subject to MRT's approved rates, as such tariff and rates may change from time to time, as well as any applicable charges MRT is obligated to pay third party(ies) for such capacity. MRT will indicate in its posting of any third party capacity available for service, whether third party charges will apply to the use of such third party capacity.

- 36.2 If MRT has agreed with a third party service provider to a rate that is only applicable to certain receipt and delivery points and/or quantities, any Customers seeking to use such points and/or quantities not covered by the agreement shall be responsible for any higher rates and all charges resulting from such utilization.

GENERAL TERMS AND CONDITIONS

37. NON-CONFORMING AGREEMENTS

Part VII
Form of Service Agreements

1. Rate Schedules FTS, SCT and ITS
 - 1.1 Rate Schedules FTS, SCT and ITS, Exhibit A
 - 1.2 Rate Schedules FTS, SCT and ITS, Exhibit B
2. Rate Schedules FSS and ISS
 - 2.1 Rate Schedules FSS and ISS, Exhibit A
3. Rate Schedule PALS
4. Pool Agreement
5. Capacity Release Agreement

Contract # _____

[AMENDED AND RESTATED]
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE [FTS, SCT, ITS]

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," [describe if applicable] and [Name of Customer], a [describe entity], hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a[n] [firm/interruptible] basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

[Effective Date:] _____

[Service Commencement Date:] _____

[Use calendar date or describe otherwise if subject to contingencies such as completion of facilities, etc.]

Primary Term End Date: _____ [designate calendar date if applicable or by length of term]

Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]

[If yes and FTS or SCT Agreement, select the following options or describe if other, if mutually agreed:]

[Available if Customer qualifies under Section 15.2 of the GT&C][This Agreement shall become effective as of _____ and shall continue for a primary term ending _____; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice or electronically via the Internet as permitted or required by MRT, to the other delivered at least months prior to the contract term end date.]

2) QUANTITIES

Maximum Daily Quantit[y][ies] (MDQ): _____ Dth/D

[For Rate Schedule FTS and SCT:

Rate Zone Capacity(ies): _____ Dth/d]

[Describe seasonal contract quantities, if applicable.]

3) RECEIPT AND DELIVERY POINTS

[Primary] Receipt
Point(s)

[Maximum Receipt
Pressure (PSIG)]

Maximum
Quantit[y][ies][*]

[Primary] Delivery
Point(s)

[Maximum Delivery
Pressure (PSIG)]

Maximum
Quantit[y][ies][*]

[* On any day MRT shall not be obligated to receive or deliver a cumulative quantity in excess of the MDQ set forth in this Agreement.]

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule [FTS, SCT, ITS]. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

[INSTRUCTIONS: Placement on page, number of pages, underlining, format and capitalization may vary. Multiple blanks may be used, if needed, to show changes, such as in applicable quantities and effective date(s), during term. If any of the items in Section 1-5 are included on Exhibit A, insert "See Exhibit A".]

5) ADDRESSES

[Insert Address/Contact Information for Customer:]

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web Site.

[If capacity release, the following applies: The rights of Customer hereunder are predicated upon the release of capacity at the rates and terms and conditions described in the award of such capacity][.][,as subsequently amended herein.]

[[FOR WRITTEN AGREEMENTS, INCLUDE THE FOLLOWING:]]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[[FOR ELECTRONIC AGREEMENTS, INSERT THE FOLLOWING:]]

Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of the Agreement shall become effective.]

Contract # _____

[AMENDED AND RESTATED]
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE [FTS, SCT, ITS]

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule [FTS/SCT/ITS] of MRT's Tariff. Customer will provide Fuel Use and LUFG.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder,

then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.

- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein. Customer also may deliver or cause to be delivered to MRT additional quantities at the Receipt Points for applicable Fuel Use and LUFG retentions. A maximum delivery point quantity is also specified for each MRT delivery point. [For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, except as provided in Section 5.4(c)(ii) of the General Terms and Conditions of MRT's Tariff, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.]
- 8) [For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff.] [Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.]
- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. [Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff.] Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. [For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained.] [For interruptible contracts, MRT will consent to such assignment, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, unless there is a reasonable basis to withhold MRT's consent.] Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e- mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- [13] [THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]
- [14]] [For firm service, Exhibit(s) A [and B] attached hereto is/are incorporated into this Agreement in its/their entirety.] [For interruptible service, Exhibit B attached hereto is incorporated into this Agreement in its entirety.]
- [15]] [This Agreement supersedes and cancels the Service Agreement dated _____ between the parties hereto.] [This Agreement amends and restates the Service Agreement dated _____ between the parties hereto.]
- [16) Other Tariff - Permitted Provisions.]

Contract # _____

EXHIBIT A

[IF FTS OR SCT, THE FOLLOWING MAY BE INSERTED:

Primary Path(s)
Line Capacity(ies)
Line Priority
Rate Zone Capacity(ies)]

[Insert items from Sections 1-5 as needed]

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[EFFECTIVE _____,] [SUPERSEDES EXHIBIT A DATED _____]

Contract # _____

EXHIBIT B

[If more than one Agreement is covered by an Exhibit B, specify other contract numbers.]

Customer agrees to pay the rates specified on this Exhibit B for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Customer's continuing compliance with the provisions of the "Agreement(s)" specified above, the transportation rates and charges as defined below for the specified services provided under the Agreement only apply to receipts from, and subsequent deliveries to, the Points of Receipt and Delivery, quantities and/or time periods described herein [if FTS or SCT: and to reserved capacity necessary to effect such service.] In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), except as specifically provided otherwise herein, Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUFG allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and except as specifically provided otherwise herein, shall pay any applicable charges, penalties, surcharges, fees, taxes, settlements and/or direct billed amounts provided for in MRT's Tariff. In any event, the rate in any month shall never be below MRT's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit B covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no later than the end of the month following the month in which such termination notice is received.
- (c) Points: The Receipt Point(s) and the Delivery Point(s) eligible for the rates specified herein shall be: _____

- (d) Description of Rate: Negotiated Rate ____ Discounted Rate ____ (Check one)
[Describe terms of discounted or Negotiated Rate as permitted by the tariff and applicable Commission policy and precedent.]
- (e) Term of Rate: Begin Date(s): _____
End Date(s): _____
- (f) Authorized Overrun: [For discounted rate transactions, any authorized overrun quantities shall be at the following rate: _____.] [For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum tariff rate or the rate described in this Exhibit B.] [Describe if other.]
- (g) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit B in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit B than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the GT&C of MRT's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14 of the GT&C of MRT's Tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT otherwise agrees, MRT will have the right to immediately terminate or modify any provisions of this Exhibit B that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit B is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit B is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit B which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Except as otherwise provided in subsection (b)

above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or asserting jurisdiction (1) requires performance by MRT that is inconsistent with the terms of this Exhibit B, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit B, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the lawful benefits of the transaction set out in this Agreement; provided however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

[(iii) Other Rate-Related Provisions:]

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[EFFECTIVE _____,] [SUPERSEDES EXHIBIT B DATED _____]

Contract # _____

[AMENDED AND RESTATED]
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE [FSS, ISS]

This STORAGE SERVICE AGREEMENT, hereinafter referred to as "Agreement," made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," [describe if applicable] and [Name of Customer], a [describe entity], hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall provide natural gas storage service for Customer, on a[n] [firm/interruptible] basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such storage during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

[Effective Date:] _____
[Service Commencement Date:] _____
Primary Term End Date: _____
Evergreen/Term Extension? [Yes][No][Describe if applicable.]

[If yes and FSS Agreement, select the following options or describe if other, if mutually agreed:]
[Available if Customer qualifies under Section 15.2 of the GT&C][This Agreement shall become effective as of _____ and shall continue for a primary term ending _____; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice or electronically via the Internet as permitted or required by MRT, to the other delivered at least _____ months prior to the contract term end date.]

2) QUANTITIES

Maximum Stored Quantity (MSQ): _____ Dth
(Based on a heat content of 1,020 Btu per Cubic Foot)

Maximum Daily Withdrawal Quantity (MDWQ): _____ Dth

3) RATE

Service hereunder shall be provided pursuant to Rate Schedule [FSS/ISS]. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time, ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in

writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit A, or other format provided for in MRT's Tariff, in effect during the term of this Agreement or in a capacity release award.

4) ADDRESSES:

[Insert Address/Contact Information for Customer]

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

[If capacity release, the following applies: The rights of Customer hereunder are predicated upon the release of capacity at the rates and terms and conditions described in the award of such capacity][.], as subsequently amended herein.]

[INSTRUCTIONS: Placement on page, number of pages, underlining, format and capitalization may vary. Multiple blanks may be used, if needed, to show changes, such as in applicable quantities and effective date(s), during term. If any of the items in Sections 1-5 are included on Exhibit A, insert "See Exhibit A".]

[FOR WRITTEN AGREEMENTS, INCLUDE THE FOLLOWING:]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[FOR ELECTRONIC AGREEMENTS, INSERT THE FOLLOWING:]

Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of the Agreement shall become effective.

Contract # _____

[AMENDED AND RESTATED]
STORAGE SERVICE AGREEMENT
FOR RATE SCHEDULE [FSS, ISS]

GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for storage hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder (including withdrawal of stored quantities) nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further injections and/or withdrawals of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further injections and/or withdrawals of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule [FSS/ISS] of MRT's Tariff. Customer will provide Fuel Use and LUGF.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C set forth in MRT's Tariff, as on file and in effect from time to time, and such provisions are incorporated herein by this reference. Any curtailment of storage service hereunder shall be in accordance with the priorities set out in the GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the storage service under this Agreement and to revise the priority and/or scheduling of this storage service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the

Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.

- 7) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. [Customers under Rate Schedule FSS may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's Tariff.] Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. [For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained.] [For interruptible contracts, MRT will consent to such assignment subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, unless there is a reasonable basis to withhold MRT's consent.] Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 8) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 9) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e- mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 10) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing (or, if MRT permits or

requires, otherwise memorialized via electronic means) and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

- [11] THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]
- [12] For service at rates other than MRT's applicable maximum Tariff rates, Exhibit A attached hereto is incorporated into this Agreement in its entirety.]
- [13]] [This Agreement supersedes and cancels the Storage Service Agreement dated between the parties hereto.] [This Agreement amends and restates the Storage Service Agreement dated between the parties hereto.]
- [14] Other Tariff - Permitted Provisions.]

Contract # _____

[AMENDED AND RESTATED]
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE [FSS AND ISS]

EXHIBIT A

[If more than one Agreement is covered by an Exhibit A, specify other contract numbers]

Customer agrees to pay the rates specified on this Exhibit A for performance of certain gas transportation service under the Agreement(s) specified above. These rates are applicable only in accordance with the following:

RATES AND APPLICABILITY:

- (a) General: In consideration for Customer's continuing compliance with the provisions of the Agreement specified above, the storage rates and charges as defined below for the specified services provided under the Agreement only apply to the quantities and/or time periods described herein. In addition to any rate or amount referred to herein (including discounted rates, Negotiated Rates, overrun rates and maximum tariff rates), except as specifically provided otherwise herein, Customer shall provide or pay and MRT shall retain or charge Fuel Use and LUGF allowances or charges in such quantities or amounts as authorized from time to time by MRT's Tariff and shall pay any applicable charges, penalties, surcharges, fees, taxes, assessments and/or direct billed amounts provided for in MRT's Tariff. In any event, the rate in any month shall never be below MRT's applicable minimum Tariff rate for a discount rate transaction. For a Negotiated Rate transaction, the rate in any month shall never be below MRT's applicable minimum tariff rate, unless MRT otherwise agrees. MRT shall not be responsible for the payment and satisfaction of any taxes assessed or levied on the receipt, transmission (and any activities in connection therewith), delivery, use and/or consumption with respect to gas delivered or received by Customer, unless MRT agrees otherwise.
- (b) Inability to Collect Negotiated Rates: If this Exhibit A covers a Negotiated Rate transaction, and MRT is unable to collect Negotiated Rates due to a change in Commission policy or rejection of the transaction by the Commission prior to or during the term of such transaction, then, unless the parties agree otherwise, Customer shall pay the maximum tariff rate for the services. In such event, MRT shall notify Customer in writing of the requirement to pay maximum tariff rates and, if the maximum tariff rates are greater than the Negotiated Rates under such transaction, Customer shall have no more than thirty (30) days from the date of such notification to give notice in writing of termination of the applicable Agreement, with such termination to be effective no earlier than the end of the month following the month in which such termination notice is received.
- (c) Description of Rate: Negotiated Rate _____ Discounted Rate _____ (Check one)

[Describe terms of discounted or Negotiated Rate as permitted by the tariff and applicable Commission policy and precedent.]

- (d) Term of Rate: Begin Date(s): _____
End Date(s): _____
- (e) Authorized Overrun: [For discounted rate transactions, any authorized overrun quantities shall be at the following rate: _____.] [For Negotiated Rate transactions, unless MRT agrees otherwise, the rate for any authorized overrun quantities shall be the greater of the maximum tariff rate or the rate described in this Exhibit A.] [Describe if other.]
- (f) Rate-Related Provisions:
- (i) Consideration for Rate Granted: MRT agrees to the rates specified in this Exhibit A in exchange for Customer's agreement to forego credits or other benefits to which Customer would otherwise be entitled under the Agreement, but only to the extent such credits or benefits would result in a greater economic benefit over the term of this Exhibit A than that represented by the agreed-upon rate. Accordingly, unless MRT otherwise agrees, Customer will not receive credits (with the exception of (1) penalty revenue credits provided pursuant to Section 34 of the General Terms and Conditions of MRT's Tariff, and (2) capacity release credits) from rates, refunds or other revenues collected by MRT or Customer if to do so would effectively result in a lower rate or greater economic benefit to Customer; provided, however, that (I) for a Customer taking service under a discount or recourse rate agreement, the rate in any month shall never be above MRT's applicable maximum tariff rate, and (II) MRT and a Customer taking service under a Negotiated Rate agreement can agree pursuant to Section 14 of the GT&C of MRT's Tariff that MRT will retain some or all of the capacity release credits to the extent those credits exceed the amount of the Customer's invoiced demand component. If the parties' agreement to the foregoing is determined invalid or if Customer seeks to obtain credits or benefits inconsistent therewith, unless MRT otherwise agrees, it will have the right to immediately terminate or modify any provisions of this Exhibit A that would allow Customer to pay amounts less than the maximum applicable tariff rate.
- (ii) Regulatory Authority: This Exhibit A is subject to Section 30 of the GT&C of MRT's Tariff. MRT and Customer hereby acknowledge that this Exhibit A is subject to all valid and applicable federal and local laws and to the orders, rules and regulations of any duly constituted federal or local regulatory body or governmental authority having jurisdiction. Any provision of this Exhibit A which is determined by any court or regulatory body having jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination only, without invalidating, or otherwise affecting the validity of, the remaining provisions. Except as otherwise provided in subsection (b) above, unless the parties agree otherwise, if MRT reasonably determines that a federal or local law, or order, rule or regulation of any governmental authority having or

asserting jurisdiction (1) requires performance by MRT that is inconsistent with the terms of this Exhibit A, or (2) conditions or prohibits the granting of selective discounts or other rates specified in paragraph (d) of this Exhibit A, then MRT and Customer shall promptly take all reasonable actions in good faith to enter into alternative arrangements that will secure to the maximum extent practicable for each party all of the benefits of the transaction set out in this Agreement; provided, however, that MRT shall not be required to enter into or continue arrangements that would result in a greater economic detriment to MRT than existed prior to the regulatory event or change.

(iii) [Insert Other Rate-Related Provisions.]

Executed by a duly authorized representative of each party hereto, in the space provided below:

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[EFFECTIVE _____,] [SUPERSEDES EXHIBIT A DATED: _____]

Contract # _____

[AMENDED AND RESTATED]
PARK AND LOAN SERVICE AGREEMENT
FOR RATE SCHEDULE PALS

THIS AGREEMENT is made effective as shown below, by and between ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "MRT" [describe if applicable] and "Customer" defined below.

In consideration of the mutual covenants and agreements as herein set forth, both MRT and Customer covenant and agree as follows:

1) CUSTOMER INFORMATION:

Customer's Name:

[INSTRUCTIONS: Among the items which may be included on Agreement are the following: Address/Contact Information for Customer, e-mail address, type of entity, description of prior entity name and how changed and state of establishment. Customer's contact information, including addresses and e-mail, may be provided initially to MRT in service request or other written notice and subsequently revised by Customer in writing.]

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

2) REGULATORY AUTHORITY

Part 284 _____ Subpart B
 _____ Subpart G (check as applicable)

3) MRT agrees to provide and Customer agrees to take and pay for service under this Agreement pursuant to MRT's Rate Schedule PALS and the General Terms and Conditions of MRT's Tariff, which are incorporated herein by reference and made a part hereof.

4) In accordance with the terms of MRT's Rate Schedule PALS, as applicable, and of this Agreement, MRT shall provide interruptible service for Customer, as set forth herein and on any Attachment A hereto. Customer and MRT may execute more than one Attachment A during the term of this Agreement, covering multiple transactions for Park and Loan Service.

- 5) The point(s) at which the Gas is to be tendered by Customer to MRT under this Agreement shall be any points or pool on MRT's system or, with respect to any transaction for which Customer and MRT have executed an Attachment A hereto, the point(s) designated on such Attachment A as Customer's Parking Point(s). The point(s) at which the Gas is to be tendered by MRT to Customer under this Agreement shall be any receipt points on MRT's system or, with respect to any transaction for which Customer and MRT have executed an Attachment A hereto, the point(s) designated on Attachment A hereto as Customer's Loan Point(s).
- 6) This Agreement shall be effective as of _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and MRT] and shall remain in force and effect until _____ [or, when applicable, "shall continue for a term of _____ years"]; (the "Primary Term"); provided that this Agreement may be terminated by MRT or Customer upon at least thirty (30) days prior to written notice. Notwithstanding the end of the Primary Term or any early termination pursuant to this provision, this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. The Maximum Aggregate Quantity (MAQ) under this Agreement shall be _____ Dth.
- 7) Notices under this Agreement shall be in writing (or provided electronically via the Internet to the extent MRT permits or requires) and shall be considered as having been given if hand-delivered or, if received, when mailed by U.S. Mail, postage prepaid, to MRT at the addresses [above] [provided on MRT's Internet web site], and to Customer at the address provided [above] [to MRT], until changed by written notice.
- 8) THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.
- 9) This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

[None or an appropriate description]

[INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. Agreement No., Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. If any items in Sections 4 through 7 are to be included on an Attachment insert: "See Attachment hereto." Terms describing the manner in which a contract is being changed, such as a superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]

IN WITNESS WHEREOF, the parties have executed this Agreement, including the attached or following General Terms and Conditions for PALS Service Agreement, which are incorporated herein by reference and made a part hereof, as of the date hereinabove first written.

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[[FOR EMAIL AMENDMENTS, INSERT THE FOLLOWING:]]

If the provisions of this email amendment do not accurately reflect the parties' agreement, Customer will respond, via email, to the party generating this email amendment within two (2) business days of the transmittal of this e-mail amendment. Otherwise, the rates, quantities, dates and provisions contained herein shall be deemed accepted by Customer.]

Contract # _____

[AMENDED AND RESTATED]
PARK AND LOAN SERVICE AGREEMENT
FOR RATE SCHEDULE PALS

GENERAL TERMS AND CONDITIONS

- 1) Upon termination of this Agreement, Customer agrees to stop delivering gas to MRT for service hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance (including payback of loaned, or removal of any remaining parked, quantities) hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement hereto and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) This Agreement shall be subject to the provisions of Rate Schedule PALS as well as the GT&C set forth in MRT's Tariff, and such provisions are incorporated herein by this reference.
- 5) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law.
- 6) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either

party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.

- 7) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e- mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 8) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing, or if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. MRT and Customer may amend this Agreement via electronic mail or paper letter agreement, without restating the entire agreement, to the extent that such letter agreements provide for the replacement of the language of this Agreement only, using the language contained in the Form of Service Agreement. No waiver by either MRT or Customer of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- [9) Complete as applicable.]

Contract # _____

[AMENDED AND RESTATED]
PARK AND LOAN SERVICE AGREEMENT
FOR RATE SCHEDULE PALS

ATTACHMENT A

Effective Date: _____

[Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]]

POINTS, DATES, SERVICE AND QUANTITY

	From	To	[Maximum Park/Loan Quantity]	ID No.	Removal/Return Quantity
[Park Service]					
[Loan Service]					

Maximum Aggregate Transaction Quantity (MATQ): _____.

[Supersedes Arrachment A Dated: _____]

[MATQ Park _____]

[MATQ Loan _____]

Pre-granted abandonment shall apply upon termination of each service transaction.

Rate: For the services provided or contracted for hereunder, Customer agrees to pay MRT the then-effective, maximum applicable rates and charges, unless MRT otherwise agrees (either in writing or electronically via e-mail exchange or otherwise using the Internet as required by MRT).

[____ Negotiated Rates (per Section 19.2 of General Terms and Conditions of Tariff) shall apply to this transaction. (check if applicable).]

[INSTRUCTION: Placement on page, number of pages, underlining, format and capitalization may vary. Multiple blanks may be used, if needed, to show changes, such as in applicable quantities and effective date(s), during the term.]

Contract rates (if applicable) (\$/Dth):

Activity Rates: _____ Daily Balance Rates: _____

Advance Fee (if any): _____

Rates and clarifications: _____

Contract rates herein apply only to services described in this Agreement, including, without limitation, the point(s), quantities and dates set forth.

[Other provisions]

[None or describe]

Signed for Identification

MRT: _____

Customer: _____

[INSTRUCTIONS: For Electronic Agreements insert one of the following:

[Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this Agreement shall become effective.]

[Upon Customer's receipt of confirmation and unless Customer notifies MRT in writing within _____, the terms of the confirmation shall become effective unless MRT otherwise agrees.]]

Contract # _____

[AMENDED AND RESTATED]
POOL AGREEMENT

THIS POOL AGREEMENT ("Agreement"), is made and entered into by and between ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC, a Delaware limited liability company, hereinafter called "MRT," [describe if applicable] and [Name of Pool Operator], a [describe entity], hereinafter called "Pool Operator."

In consideration of the mutual covenants and agreements as herein set forth, both MRT and Pool Operator covenant and agree that Pool Operator hereby establishes pools to aggregate gas supplies in MRT's [indicate Field or Market] Zone during the term hereof, at the rates and on the terms and conditions hereinafter provided. Pool Operator must utilize separate pools to aggregate receipts from each MRT Pooling Area within the [indicate Field or Market] Zone in accordance with Section 7.6 of the General Terms and Conditions ("GT&C") of MRT's Tariff.

1) TERM

Effective Date: _____

Primary Term End Date: _____

Evergreen/Term Extension? [Yes] [No] [Describe if applicable.]

2) RECEIPT POINTS AND DESIGNATED POOL(S)

Receipt Points: _____

Pool(s): _____

3) NOTICES

Notices under this Agreement shall be in writing (or provided electronically via the Internet to the extent MRT permits or requires) and shall be considered as having been given if hand-delivered or, if received, when mailed by U.S. Mail, postage prepaid, to MRT at the address [below] [provided on MRT's Internet web site], and to Pool Operator at the address provided [below] [to MRT], until changed by written notice.

[Insert Address/Contact Information for Customer:]

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet web site.

4) GENERAL

Service hereunder shall be provided pursuant to Section 7.6 of the General Terms and Conditions ("GT&C") of MRT's Tariff. Pooling shall consist of the aggregation of supplies from receipt points within Pooling Areas, as specified in Section 7.6. This agreement may govern multiple pools, with one pool for each Pooling Area, unless MRT otherwise agrees or requires.

Each pool shall have access to all generally available physical receipt points within the applicable Pooling Area. Generally available receipt points shall be posted on MRT's Internet web site.

5) RATE

Pool Operator shall provide Fuel Use and LUFG for service hereunder, if applicable. Except as provided in Section 7 of the General Terms and Conditions of MRT's Tariff, no charges will be assessed Pool Operator for deliveries into or out of a pool.

[INSTRUCTIONS: Placement on page, number of pages, underlining, format and capitalization may vary. Multiple blanks may be used, if needed, to show changes, such as in applicable quantities and effective date(s) during term. If any items are included on an exhibit, insert "See Exhibit A".]

6) AUTHORITY FOR SERVICE

Service hereunder shall be subject to the provisions of the General Terms and Conditions ("GT&C") set forth in MRT's Tariff, all of which by this reference are made a part hereof. All terms used in this Agreement with capital letters shall have the meanings ascribed to them in MRT's Tariff.

[7)] [OTHER TARIFF-PERMITTED PROVISIONS]

[FOR WRITTEN AGREEMENTS, INSERT THE FOLLOWING:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF POOL OPERATOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____]

[FOR ELECTRONIC AGREEMENTS, INSERT THE FOLLOWING:

Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document) the terms of this Agreement shall become effective.]

Contract # _____

[AMENDED AND RESTATED]
POOL AGREEMENT

GENERAL TERMS AND CONDITIONS

1. Upon termination hereof for whatever reason, Pool Operator agrees to stop tendering gas to MRT for receipt hereunder. Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to cash-out or correct any imbalance hereunder nor relieve Pool Operator of its obligation to pay any monies due hereunder, and any portions of this Agreement necessary to accomplish such purposes shall be deemed to survive to the extent required.
2. To the extent gas attributable to Pool Operator is nominated, tendered, or caused to be tendered to MRT for subsequent delivery to Customers holding valid transportation service agreements under MRT's effective rate schedules, any imbalance between actual receipts pursuant to this Agreement and nominated and scheduled deliveries shall be the primary responsibility of Pool Operator and shall be resolved pursuant to Section 10 of the GT&C of MRT's Tariff.
3. This Agreement shall be subject to any applicable rate schedule as well as the GT&C of MRT's Tariff, and such provisions are incorporated herein by this reference. Any curtailment of service hereunder shall be in accordance with the priorities set out in MRT's Tariff. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the service under this Agreement and to revise the priority and/or scheduling of this service from time to time.
4. MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications to its rates and charges, and other terms and conditions of service hereunder, as set forth in MRT's Tariff, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission a rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Pool Operator. Pool Operator shall have the right to intervene in and protest any such filings.
5. This Agreement shall not be assigned by Pool Operator in whole or in part without MRT's prior written consent, which consent shall not be unreasonably withheld. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Pool

Operator without MRT's consent, whether the assignment be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under this Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.

6. Each party shall notify the other in writing of the name, address, telephone number and facsimile number of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
7. This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing and executed by authorized representatives of the parties. No waiver by either Pool Operator or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

Contract # _____

This AGREEMENT is entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and [Replacement Customer's Name], hereinafter called "Replacement Customer".

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

1. CUSTOMER INFORMATION:

Customer's Name:

[INSTRUCTIONS: Among the items which may be included on Agreement are the following: Address/contact information for Customer, e-mail address, type of entity, description of either party prior entity name (and how changed) and state of establishment. Customer contact information may be initially provided to MRT in service request or other written notice and may be subsequently revised by Replacement Customer in writing.

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Interactive Website.

2. For each occasion that Replacement Customer obtains a release of capacity from a Releasing Customer pursuant to Section 14 of the General Terms and Conditions of the Tariff, an addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Exhibit A, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of MRT's service for each release. A Replacement Customer may have more than one Exhibit A if it has obtained multiple releases of capacity.
3. This Agreement shall be effective from the date first stated above until _____, when this Agreement shall expire, provided that this Agreement may be terminated by MRT or Customer upon at least thirty (30) days prior written notice. Service shall commence and, notwithstanding the end of the term or any early termination pursuant to this provision, remain effective for a term coincidental for the term of each release of service rights identified in each Exhibit A hereto.
4. This Agreement shall be subject to the provisions of Rate Schedule FTS, SCT and FSS as well as the General Terms and Conditions set forth in MRT's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof. In accordance with Section 2.2 of Rate Schedule FTS, Sections 2.2 and 2.5 of Rate Schedule SCT and Section 2.2 of Rate Schedule FSS of MRT's Tariff, subject to the provisions of the Tariff and this Agreement, MRT shall receive, transport, and deliver, and/or inject, store, and withdraw natural gas from MRT's storage fields, as applicable, for the account of Replacement Customer for the purposes contemplated herein,

on a firm basis a quantity of Gas up to the quantity or quantities specified in each Exhibit A hereto.

5. In accordance with Section 2.2 of Rate Schedule FTS and Sections 2.2 and 2.5 of Rate Schedule SCT of MRT's Tariff, Gas shall be (i) tendered to MRT for transportation hereunder at the Receipt Point(s) and (ii) delivered by MRT after transportation to Customer, or for Customer's account, at the Delivery Point(s) on the terms and at the points shown in any Exhibit A hereto. Subject to the provisions of the Tariff, MRT shall tender for delivery quantities of Gas thermally-equivalent to those delivered by Replacement Customer, less Fuel Use and LUFG retained, as applicable. In accordance with Section 2.2 of Rate Schedule FSS of MRT's Tariff, Gas shall be (i) tendered to MRT for injection into MRT's storage fields, (ii) stored and (iii) withdrawn from MRT's storage fields on the terms shown in any Exhibit A hereto, as applicable.
6. This Agreement shall be subject to the provisions of Rate Schedule FTS, SCT and FSS and the General Terms and Conditions set forth in MRT's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. MRT shall have the right at any time, and from time to time, to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, and as set forth in said Rate Schedule and in said General Terms and Conditions, in accordance with the Natural Gas Act or other applicable law. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.
7. Any notice, statement, or bill provided for in this Agreement shall be in writing (or provided electronically via the Internet to the extent MRT permits or requires) and shall be considered as having been given if hand delivered, or, if received, when mailed by United States mail, postage prepaid, to the addresses specified herein, or such other addresses as either party shall designate by written notice to the other. Additionally, notices shall be considered as having been given, if received, when sent via facsimile or through electronic data interchange.
8. [THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.]

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

[REPLACEMENT CUSTOMER'S NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. _____

Capacity Release
Service Agreement
Between
Enable Mississippi River Transmission, LLC
and

[Releasing Customer Contract No.

Releasing Customer Rate Schedule

Original Releasing Customer Contract No.

Regulation

Transportation Path:

Replacement Customer's Maximum Daily Quantity (Dth)

Primary Receipt Point(s) (if applicable): [Quantity (Dth/D)]

Primary Delivery Point(s) (if applicable): [Quantity (Dth/D)]

Permanent or Temporary Release

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Charge (including applicable surcharges)] [INSTRUCTIONS: Include such items as applicable to reflect the provisions of the capacity release award to Customer.]

Other Conditions: [INSTRUCTIONS: Placement on page, number of pages, underlining, paragraph numbering, format and capitalization may vary. Service Request No. and or page number(s) may be added. Multiple or new blanks may be used if needed, including as needed to show changes during term or to document other Tariff-permitted information or provisions. Terms describing the manner in which a contract is being changed, such as superseded, substituted, amended, restated, etc., may be added to the header or below as needed. Attachments may be numbered or lettered differently or called addendum, exhibit, etc.]

Part VIII
Miscellaneous Agreements

1. Transportation Services Discount Request/Confirmation
2. Form of Emergency Reallocation and Diversion Agreement

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC
TRANSPORTATION SERVICES DISCOUNT REQUEST/CONFIRMATION

Customer: _____ Contact Name: _____
Requested by: ____ Customer ____ Agent Phone: _____
Contract Number: _____ Fax: _____
Contract Date: _____ Contact email: _____
Requested Duration of Discounted Rate: _____
Begin Date: _____ End Date: _____

=====

DISCOUNT REQUESTED FOR: SCT ____ FTS ____ ITS ____ FSS ____ ISS ____ Pool Transfer ____
Path: _____ Receipt Point: _____ Delivery Point: _____
Estimated Daily Volume: _____ Dth/day Desired Rate: _____ (exclusive of Fuel Use and LUFG)
Reason for Discount/Competitive Alternatives: _____

=====

DISCOUNT REQUESTED FOR PALS: PARK ____ LOAN ____
Maximum Aggregate Quantity _____

Requested Contract Rates (\$/Dth)

Date/Date Range: _____ Date/Date Range: _____ Date/Date Range: _____
Activity Fee: _____ Activity Fee: _____ Activity Fee: _____
Daily Balance Fee: _____ Daily Balance Fee: _____ Daily Balance Fee: _____
Advance Fee: _____ Advance Fee: _____ Advance Fee: _____

<u>Date</u>	<u>PARK</u> <u>Point</u>	<u>Quantity</u>	<u>Date</u>	<u>LOAN</u> <u>Point</u>	<u>Quantity</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Removal Period: _____ [**] Return Period: _____ [**]

[**Pro-rata (based on quantity at beginning of removal/return period) per day of removal/return period.]

The provisions of Exhibit B to the Form Transportation Service Agreement for Rate Schedules FTS, SCT and ITS, or Exhibit A to the Form Transportation Service Agreement for Rate Schedules FSS and ISS, in MRT's tariff are, to the extent applicable, hereby incorporated into this Discount Request/Confirmation.
Other Tariff - Permitted Provisions: _____

=====

MRT USE ONLY:

ACCEPTED: _____ Marketing Manager: _____
DENIED: _____ Date: _____
Comments: _____

=====

FOR WRITTEN AGREEMENTS:

Please indicate your acceptance of this discount and its terms by signing below and returning this form by e-mail to PipelineContractAdmin@energytransfer.com.

DATE: _____ BY: _____ TITLE: _____

FOR ELECTRONIC AGREEMENTS: Upon MRT's acceptance of this document (which shall constitute the parties' execution of such document), the terms of this document shall become effective.

FORM OF
EMERGENCY REALLOCATION AND DIVERSION AGREEMENT

This Emergency Reallocation and Diversion Agreement (Agreement) is made and entered into this _____ day of _____ by and between _____ (User) and _____ (Provider).

WHEREAS, User desires to purchase gas supplies and/or pipeline capacity from Provider in an emergency pursuant to Section 8.4 of the General Terms and Conditions of Enable Mississippi River Transmission, LLC's (MRT) FERC Gas Tariff, as on file and in effect, ("Tariff");

WHEREAS, Provider desires to make available to User gas supplies and/or pipeline capacity pursuant to Section 8.4 of the General Terms and Conditions of MRT's Tariff;

WITNESSETH, in consideration of the mutual covenants herein contained, the parties to this Agreement agree as follows:

1. This Agreement shall become effective November 1, _____ and shall continue until _____.
2. Provider agrees to make available and User agrees to pay for pipeline capacity and/or natural gas, up to the amounts set forth below if User has a bona fide emergency, and provides an affidavit to MRT verifying such emergency, as more fully set forth in Section 8.4 of the General Terms and Conditions of MRT's Tariff.

[Amount of pipeline capacity and/or natural gas to be made available.]
3. User agrees to pay for each Dth of reallocated capacity and/or diverted supply under this Agreement in accordance with MRT's Tariff. Pursuant to MRT's Tariff, Provider will be credited with the amount paid by User.
4. User agrees to pay Provider for damages, if any, not compensated by the payment set forth in the Tariff.
- [5. Any additional terms as agreed upon by User and Provider.]
6. User shall send Provider, by facsimile or e-mail, a copy of the verified affidavit provided to MRT pursuant to Section 8.4 of the General Terms and Conditions of MRT's Tariff, prior to notifying MRT of the emergency.

7. All communications relating to this Agreement shall be made by U.S. mail, facsimile or e-mail as follows:

For User:

[Name, address, facsimile number, e-mail]

For Provider:

[Name, address, facsimile number, e-mail]

For notification to MRT:

Enable Mississippi River Transmission, LLC

Attn: System Control

1300 Main Street

Houston, TX 77002

e-mail: dIEGTMRTGASControl@energytransfer.com

8. No waiver, representation or agreement, oral or otherwise, shall affect the matters herein unless and until such is reduced to writing and executed by the Parties, with a copy provided to MRT.
9. This Agreement is subject to the terms and conditions of MRT's Tariff and all regulations of the Federal Energy Regulatory Commission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

User: _____

Provider: _____

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