



September 26, 2023

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Enable Mississippi River Transmission, LLC
Docket No. RP23-_____
Housekeeping Filing

Dear Ms. Bose:

Enable Mississippi River Transmission, LLC ("MRT") hereby submits for filing with the Federal Energy Regulatory Commission ("Commission") the revised tariff records to its FERC NGA Gas Tariff, Seventh Revised Volume No. 1 ("Tariff"), which are listed in Appendix A, proposed to become effective on October 26, 2023.

STATEMENT OF NATURE, REASONS AND BASIS

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission's Regulations, is to propose administrative housekeeping revisions to MRT's Tariff. MRT proposes no changes to its currently effective rates as part of this filing, and the proposed changes do not affect operations or a shipper's terms and conditions of service. First, MRT is updating two definitions within its General Terms and Conditions ("GT&C") Section 1, Definitions: (i) the "East Line" definition is being updated to reflect the current names of the companies associated with the interconnections mentioned in the existing definition; and (ii) the "East Line Market Zone Pooling Area" is being modified to align with the Tariff definition of the eastern boundary of MRT's Reticulated System found in GT&C Section 35.2. Additionally, MRT is also updating the definition of its "Reticulated System" in the aforementioned GT&C Section 35.2 that has been in the Tariff prior to the time MRT abandoned the portion of its Main Line No. 1 extending from the Perryville, Louisiana area to MRT's Poplar Bluff Compressor Station.¹ With the abandonment of this portion of its Main Line No. 1, MRT is revising the definition of its "Reticulated System" to more accurately reflect the operational realities of this portion of MRT's current pipeline system by restating that MRT's system "is reticulated in the St. Louis metropolitan area north of the 12-Mile Compressor Station on MRT's Main Line, and west of the A-206 interconnection on MRT's East Line".

Next, MRT is revising certain provisions in GT&C Sections 2, 7, 8, 10, 14, 15 and 17 of its Tariff to: (i) correct certain typographical and punctuation errors; (ii) replace references to specific gas management systems with more generic references; and (iii) remove references to MRT making a posting on its web site to require customers to submit information electronically through the internet, or MRT making postings to inform customers that MRT will provide certain notices via the internet (MRT has made these postings and currently either requires customers to submit information electronically via the internet or provides information to customers via the internet).

Lastly, MRT is removing two expired non-conforming agreements with United States Steel Corporation (TSA Nos. 3227 and 6112) from its list of Non-Conforming Agreements in GT&C Section 37.

¹ See *CenterPoint Energy Mississippi River Transmission Corporation*, 109 FERC ¶ 61,091 (2004).

IMPLEMENTATION AND WAIVER REQUEST

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, MRT requests that the proposed tariff records submitted herewith be accepted effective October 26, 2023, without further action from MRT. Although MRT is unaware of any waivers which are required, MRT respectfully requests that the Commission waive any parts of its Regulations as may be required to accept this instant filing.

CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff records in RTF form with metadata attached, the XML filing package contains:

- A transmittal letter with Appendix A in PDF format.
- A clean copy of the proposed tariff record in PDF format.
- A marked version of the proposed tariff changes in PDF format.
- A copy of the complete filing in PDF format for publishing in eLibrary.

COMMUNICATIONS, PLEADINGS AND ORDERS

MRT requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

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² Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. MRT respectfully request that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow MRT to include additional representatives on the official service list.

³ Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at MRT's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. MRT has posted this filing on its Internet website accessible via <https://pipelines.energytransfer.com/ipost/MRT> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, the contents are true as stated, to the best of his knowledge and belief, and possesses full power and authority to sign such filing.

Respectfully submitted,

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

/s/ Lawrence J. Biediger

Lawrence J. Biediger
Sr. Director, Rates and Regulatory Affairs

Enable Mississippi River Transmission, LLC
FERC NGA Gas Tariff
Seventh Revised Volume No. 1

Tariff Records Proposed to be Effective October 26, 2023

Version	Description	Title
1.0.0	GT&C Section 1.	Definitions
1.0.0	GT&C Section 2.	NAESB Standards and Internet Web Site
1.0.0	GT&C Section 7.	Conditions of Receipt and Delivery
1.0.0	GT&C Section 8.	Nominations, Scheduling and Curtailment
1.0.0	GT&C Section 10.	Transportation Balancing
1.0.0	GT&C Section 14.	Capacity Release
1.0.0	GT&C Section 15.	Termination of Service/Right of First Refusal
1.0.0	GT&C Section 17.	Billing, Statements, Payments and Records
1.0.0	GT&C Section 35.	Segmentation of Capacity
1.0.0	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 3.2, 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	<u>Tariff Record</u>	Tariff Provision
0.3.3	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.4	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.5	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.6	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.7	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.8	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.9	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.10	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
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1.2.3	GT&C Section 1., Definitions	1
1.2.4	GT&C Section 8., Nominations, Scheduling	8.1(g)

	and Curtailment	
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
1.2.16	GT&C Section 1., Definitions	1
1.2.17	GT&C Section 1., Definitions	1
1.3.1	GT&C Section 1., Definitions	1
1.3.2(i-vi)	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(f)(i)
1.3.5	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(a)(vii)
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)
1.3.17	GT&C Section 7., Conditions of Receipt and Delivery	7.6
1.3.18	GT&C Section 7., Conditions of Receipt and Delivery	7.6
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)
1.3.68	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(e)
2.2.1	GT&C Section 1., Definitions	1
2.3.2	GT&C Section 7., Conditions of Receipt and Delivery	7.7(b), 7.13(b)
2.3.3	GT&C Section 7., Conditions of Receipt and Delivery	7.7(c), 7.13(c)

	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)
2.3.5	GT&C Section 7., Conditions of Receipt and Delivery	7.7(e), 7.13(e)
2.3.6	GT&C Section 7., Conditions of Receipt and Delivery	7.7(f), 7.13(f)
2.3.7	GT&C Section 3., Measurement Procedures	3.10
2.3.9	GT&C Section 3., Measurement Procedures	3.1, 3.5
2.3.10	GT&C Section 17., Billing, Statements, Payment and Records	17.1
2.3.14	GT&C Section 17., Billing, Statements, Payment and Records	17.4(i)
2.3.15	GT&C Section 7., Conditions of Receipt and Delivery	7.7(g), 7.13(g)
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
2.3.28	GT&C Section 10., Transportation Balancing	10.3(a)
2.3.29	GT&C Section 10., Transportation Balancing	10.5(a)
2.3.30	GT&C Section 10., Transportation Balancing	10.3(d)(ii), 10.4(a)
2.3.31	GT&C Section 10., Transportation Balancing	10.3(d)(viii)
2.3.40	GT&C Section 10., Transportation Balancing	10.4(b)
2.3.41	GT&C Section 10., Transportation Balancing	10.4(d)
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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

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. The scheduling of deliveries into a pool, except Pool Transfers, will be based on the applicable downstream Service Agreement's priorities.
- (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

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

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.
- (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, 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

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

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

37. NON-CONFORMING AGREEMENTS

MRT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Transportation Service Agreements with WRB Refining, LP (TSA Nos. 6060 and 6061 effective January 1, 2018).

MARKED VERSION

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 ~~Missouri, Inc.~~ 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 ~~westernmost point upstream of~~ 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, ~~and will provide at least thirty (30) days' advance notice, via a posting on its Internet web site, of the addition of new contracts to its electronic execution procedures.~~ 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 3.2, 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:

<u>NAESB Standard</u>	<u>Tariff Record</u>	<u>Tariff Provision</u>
0.3.3	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.4	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.5	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.6	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.7	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.8	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.9	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2
0.3.10	GT&C Section 5., Procedures for Requesting Service	5.4(k)(iv-vi)
	GT&C Section 26., Creditworthiness of Customer	26.2

1.2.3	GT&C Section 1., Definitions	1
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
1.2.16	GT&C Section 1., Definitions	1
1.2.17	GT&C Section 1., Definitions	1
1.3.1	GT&C Section 1., Definitions	1
1.3.2(i-vi)	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(f)(i)
1.3.5	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(a)(vii)
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)
1.3.17	GT&C Section 7., Conditions of Receipt and Delivery	7.6
1.3.18	GT&C Section 7., Conditions of Receipt and Delivery	7.6
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)
1.3.68	GT&C Section 8., Nominations, Scheduling and Curtailment	8.1(e)
2.2.1	GT&C Section 1., Definitions	1

2.3.2	GT&C Section 7., Conditions of Receipt and Delivery	7.7(b), 7.13(b)
2.3.3	GT&C Section 7., Conditions of Receipt and Delivery	7.7(c), 7.13(c)
	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)
2.3.5	GT&C Section 7., Conditions of Receipt and Delivery	7.7(e), 7.13(e)
2.3.6	GT&C Section 7., Conditions of Receipt and Delivery	7.7(f), 7.13(f)
2.3.7	GT&C Section 3., Measurement Procedures	3.10
2.3.9	GT&C Section 3., Measurement Procedures	3.1, 3.5
2.3.10	GT&C Section 17., Billing, Statements, Payment and Records	17.1
2.3.14	GT&C Section 17., Billing, Statements, Payment and Records	17.4(i)
2.3.15	GT&C Section 7., Conditions of Receipt and Delivery	7.7(g), 7.13(g)
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)
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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

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 ~~ServiceLynx~~ 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. ~~Upon thirty (30) days' notice provided via posting on MRT's Internet web site,~~ 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. ~~Upon thirty (30) days' notice provided via posting on MRT's Internet web site,~~ 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 ~~via ServiceLynx~~ 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;~~;~~ and
 - (vii) All nominations should include Customer defined begin dates and end dates. All nominations excluding intraday nominations should have roll-over options. Specifically, Customers should have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of the Customer's contract.
 - (viii) All nominations, including intraday nominations, should be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations should include an effective date and time. The interconnected parties should agree on the hourly flows of the intraday nomination, if not otherwise addressed in 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 ~~ServiceLynx gas management S~~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 ~~which is~~ receiving gas from a transfer nomination, the predetermined allocation methodology to be utilized for those gas deliveries will be pro rata based upon quantities specified in the transfer nomination, 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 ~~e~~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 ~~e~~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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ 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~~ 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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ 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. The scheduling of deliveries into a pool, except Pool Transfers, will be based on the applicable downstream Service Agreement's priorities.
- (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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ 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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ 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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ 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

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 LUFG); (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. ~~Upon thirty (30) days notice via posting on MRT's Internet web site,~~ 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. ~~Upon thirty (30) days' notice via posting on MRT's Internet web site,~~ MRT may ~~begin~~ begin providing 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

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.
- (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. ~~Upon thirty (30) days' notice via a posting on MRT's~~

~~Internet web site~~, MRT may require such information to be provided electronically via the Internet.

- (b) Upon a satisfactory credit appraisal by MRT, 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. ~~Upon thirty (30) days' notice via a posting on MRT's Internet web site,~~ 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). Upon thirty (30) calendar days' notice via a posting on MRT's Internet web site,~~ 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

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 ~~or in writing to MRT (upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such documentation to be submitted 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 (upon thirty (30) days' notice via a posting on MRT's Internet web site, MRT may require such challenge and documentation 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

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 ~~, and including, the Meramec and Columbia metering and regulating stations at the terminus of 12-Mile Compressor Station on~~ MRT's Main Lines, and west of ~~, and including, 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

37. NON-CONFORMING AGREEMENTS

MRT has filed with the Commission, and hereby references, the following agreements in compliance with Section 154.112(b) of the Regulations:

1. Transportation Service Agreements with WRB Refining, LP (TSA Nos. 6060 and 6061 effective January 1, 2018).
- ~~2. Transportation Service Agreement with United States Steel Corporation (TSA No. 3227 effective May 1, 2022).~~
- ~~3. Transportation Service Agreement with United States Steel Corporation (TSA No. 6112 effective August 1, 2019).~~