



February 28, 2025

Ms. Debbie-Anne A. Reese, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Enable Mississippi River Transmission, LLC
Docket No. RP25-____-000
Housekeeping Filing

Dear Ms. Reese:

Enable Mississippi River Transmission, LLC ("MRT") submits herewith for filing with the Federal Energy Regulatory Commission ("Commission") the following 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 April 1, 2025.

STATEMENT OF THE 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 adding a new Capacity Release Service Agreement ("Cap Release Agreement") in "Part VII Forms of Service Agreement" within its Tariff that will also be available on MRT's Interactive Web Site. This new service agreement will be a functional requirement for customers bidding on capacity release as part of MRT's new gas management system which is due to be implemented on April 1, 2025. Additionally, MRT is updating its General Terms and Conditions ("GT&C") Section 14, Capacity Release, to include references to the aforementioned Cap Release Agreement.

Second, MRT is modifying its existing Rate Schedule PALS Service Agreement ("PALS Agreement") as a part of the previously mentioned system implementation. The PALS Agreement is being updated to remove duplicate language which currently provides for both "non-electronic contracts" as well as "systems-based contracts". Concurrently, MRT is incorporating the Attachment A to be a part of the PALS Agreement, rather than having it as a separate document. As a result of the PALS Agreement modifications, Section 2.5 of the PALS Rate Schedule requires the inclusion of the term "Maximum Aggregate Transaction Quantity ("MATQ")".

Third, MRT is adding a new GT&C Section 20, Electronic Communication, which describes the information and procedures MRT will make available as a part of their new gas measurement system implementation.

Fourth, MRT is updating the Tables of Contents of its Tariff, Part VI General Terms and Conditions, and Part VII Forms of Service Agreement for the changes detailed above.

Lastly, MRT is proposing general housekeeping updates within its Tariff unrelated to the system implementation: (i) correct the reference to the FERC website address in GT&C Section 21; (ii) create consistency for references to MRT within the Tariff by replacing "Transporter" with "MRT" in GT&C Section 30; and (iii) removing the terminated non-conforming agreements with WRB Refining, LP, TSA Nos. 6060 and 6061, listed in GT&C Section 37.

IMPLEMENTATION AND WAIVER REQUESTS

Pursuant to Section 154.7(a)(9) of the Commission's Regulations, MRT requests that the proposed tariff records submitted herewith be accepted effective April 1, 2025. MRT respectfully requests that the Commission grant any waiver of its Regulations that it deems necessary in order to accept this filing and allow the proposed tariff records in this filing to become effective on April 1, 2025.

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 format with metadata attached, the XML filing package contains:

- A transmittal letter with Appendix A in PDF format;
- A clean copy of the proposed tariff records in PDF format;
- A marked version of the proposed tariff changes in PDF format; and
- 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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¹ 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.

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Federal Energy Regulatory Commission
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Lawrence J. Biediger^{1 2}

Sr. Director, Rates & Regulatory Affairs
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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, and the contents are true as stated to the best knowledge and belief of the signer, and the signer 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

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

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

Tariff Records Proposed to be Effective April 1, 2025

| Version | Description | Title |
|----------------|--------------------|--|
| 1.0.0 | Part I | Table of Contents |
| 1.0.0 | Rate Schedule PALS | Park and Loan Service |
| 1.0.0 | Part VI | General Terms and Conditions |
| 2.0.0 | GT&C Section 14. | Capacity Release |
| 1.0.0 | GT&C Section 16. | Reservation Charge Crediting |
| 1.0.0 | GT&C Section 20. | Electronic Communication |
| 1.0.0 | GT&C Section 21. | Annual Charge Adjustment Surcharge Provision |
| 1.0.0 | GT&C Section 30. | Laws, Regulations and Orders |
| 2.0.0 | GT&C Section 37. | Non-Conforming Agreements |
| 1.0.0 | Part VII | Forms of Service Agreement |
| 1.0.0 | 3. | Rate Schedule PALS |
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| 0.0.0 | 5. | Capacity Release Agreement |

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RATE SCHEDULE PALS
PARK AND LOAN SERVICE

1. AVAILABILITY:

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

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

2. APPLICABILITY AND CHARACTER OF SERVICE:

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

2.2 Service hereunder shall consist of:

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

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

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

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

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

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

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

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

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

3. RATES:

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

4. FLEXIBILITY OF RATES:

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

5. MONTHLY BILL:

5.1 Calculation.

The bill for a month shall be the sum of:

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

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

5.2 Other Charges and Retentions.

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

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

6. GENERAL TERMS AND CONDITIONS:

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

Part VI
General Terms and Conditions

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GENERAL TERMS AND CONDITIONS

14. CAPACITY RELEASE

14.1 Definitions

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

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

14.2 Availability

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

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

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

14.3 Basic Terms of Release Offers

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

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

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

- bid(s) according to the timelines or schedule. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).
- (viii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.
 - (ix) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.
 - (x) If Releasing Customer does not wish to receive notifications regarding Replacement Customer's creditworthiness (as described in Section 14.10(b) below), a statement to that effect.
 - (xi) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer. Releases pursuant to Section 14.5(c)(iii) below shall contain the information required by Section 284.8(h)(3) or (4) as applicable of the Commission's regulations.
 - (xii) Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per- release quantity for storage capacity and total release period quantity.
 - (xiii) Whether index-based bids may be submitted and, if so, specification of the index-based formula, the Rate Floor and Rate Default (cannot be less than the Rate Floor, if any), as applicable.
- (b) The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall (including, but not limited to, limitations on providing recall notification on a non-business day and otherwise on recall notification periods which may be used by Releasing Customer other than as set forth in subsection (iv) below) and reput, if applicable, its capacity. When capacity is recalled, it may not be reput for the same day. The deadline for notifying MRT of a reput is 8:00 a.m. on the day before gas flow.
- (i) If the recall will not result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the recall shall be self- implementing. The Releasing Customer shall submit a recall to MRT via MRT's Internet web site indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon MRT's receipt of the recall and thereafter MRT shall allocate all gas quantities transported utilizing the recalled

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

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

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

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

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

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

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

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

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

- (b) For biddable releases (one (1) year or less):
 - (i) offers should be tendered such that they can be posted by 9:00 a.m. on a business day;
 - (ii) open season ends at 10:00 a.m. on the same or a subsequent business day (evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken);
 - (iii) if no match is required, evaluation period ends and the award is posted by 11:00 a.m. CT;

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

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

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

14.5 Pre-Arranged Replacement Customers

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

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

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

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

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

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

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

14.6 Bidding for Release Offers

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

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

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

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

14.7 Awarding Released Capacity to Approved Bidders

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

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

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

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

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

14.8 Permanent Release of Firm Capacity

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

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

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

14.9 Contracting for Released Capacity

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

14.10 Allocation of Quantities and Billing for Releases

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

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

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

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

14.11 Release by Replacement Customers

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

14.12 Release of Firm Storage Service

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

14.13 Other Terms and Conditions

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

14.14 Marketing Fees

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

14.15 MRT's Right to Terminate a Temporary Release

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

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

GENERAL TERMS AND CONDITIONS

16. RESERVATION CHARGE CREDITING

16.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.6 Exceptions.

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

GENERAL TERMS AND CONDITIONS

20. ELECTRONIC COMMUNICATION SYSTEM

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

GENERAL TERMS AND CONDITIONS

21. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

21.1 Purpose

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

21.2 Basis of the Annual Charge Adjustment Surcharge

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

GENERAL TERMS AND CONDITIONS

30. LAWS, REGULATIONS AND ORDERS

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

30.2 Collection of Sales and Use Taxes

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

GENERAL TERMS AND CONDITIONS

37. NON-CONFORMING AGREEMENTS

Part VII
Form of Service Agreements

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

Contract # _____

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

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

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

1) CUSTOMER INFORMATION:

Customer's Name:

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

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

2) REGULATORY AUTHORITY

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

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

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

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

[None or an appropriate description]

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

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

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

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

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

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

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

Contract # _____

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

GENERAL TERMS AND CONDITIONS

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

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

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

Contract # _____

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

ATTACHMENT A

Effective Date: _____

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

POINTS, DATES, SERVICE AND QUANTITY

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

Maximum Aggregate Transaction Quantity (MATQ): _____.

[Supersedes Arrachment A Dated: _____]

[MATQ Park _____]

[MATQ Loan _____]

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

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

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

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

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

Activity Rates: _____ Daily Balance Rates: _____

Advance Fee (if any): _____

Rates and clarifications: _____

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

[Other provisions]

[None or describe]

Signed for Identification

MRT: _____

Customer: _____

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

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

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

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

Contract # _____

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

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

1. CUSTOMER INFORMATION:

Customer's Name:

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

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

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

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

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

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

[REPLACEMENT CUSTOMER'S NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. _____

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

[Releasing Customer Contract No.

Releasing Customer Rate Schedule

Original Releasing Customer Contract No.

Regulation

Transportation Path:

Replacement Customer's Maximum Daily Quantity (Dth)

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

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

Permanent or Temporary Release

Conditions of Recall _____

Term of Release

Begin _____ End _____

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

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

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RATE SCHEDULE PALS
PARK AND LOAN SERVICE

1. AVAILABILITY:

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

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

2. APPLICABILITY AND CHARACTER OF SERVICE:

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

2.2 Service hereunder shall consist of:

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

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

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

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

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

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

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

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

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

3. RATES:

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

4. FLEXIBILITY OF RATES:

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

5. MONTHLY BILL:

5.1 Calculation.

The bill for a month shall be the sum of:

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

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

5.2 Other Charges and Retentions.

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

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

6. GENERAL TERMS AND CONDITIONS:

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

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GENERAL TERMS AND CONDITIONS

14. CAPACITY RELEASE

14.1 Definitions

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

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

14.2 Availability

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

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

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

14.3 Basic Terms of Release Offers

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

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

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

- bid(s) according to the timelines or schedule. If the Releasing Customer fails to specify an economic standard, then capacity will be awarded pursuant to Section 14.7(c).
- (viii) Whether the Releasing Customer will accept any Qualifying Bids with contingencies and the exact conditions that must be met for the acceptance of such contingent Qualifying Bids.
 - (ix) An objective, nondiscriminatory procedure to select the Winning Bid if more than one Qualifying Bid for the Release Offer is determined to be the Best Bid.
 - (x) If Releasing Customer does not wish to receive notifications regarding Replacement Customer's creditworthiness (as described in Section 14.10(b) below), a statement to that effect.
 - (xi) Any and all other objective, nondiscriminatory terms and conditions of the Release Offer. Releases pursuant to Section 14.5(c)(iii) below shall contain the information required by Section 284.8(h)(3) or (4) as applicable of the Commission's regulations.
 - (xii) Basis for released quantity should be per day for transportation, storage injection, storage withdrawal, and a per- release quantity for storage capacity and total release period quantity.
 - (xiii) Whether index-based bids may be submitted and, if so, specification of the index-based formula, the Rate Floor and Rate Default (cannot be less than the Rate Floor, if any), as applicable.
- (b) The Releasing Customer may condition its Release Offer on its ability to reclaim or recall all or any part of its released capacity. The Releasing Customer's Release Offer shall state in detail the conditions under which it will recall (including, but not limited to, limitations on providing recall notification on a non-business day and otherwise on recall notification periods which may be used by Releasing Customer other than as set forth in subsection (iv) below) and reput, if applicable, its capacity. When capacity is recalled, it may not be reput for the same day. The deadline for notifying MRT of a reput is 8:00 a.m. on the day before gas flow.
- (i) If the recall will not result in a change in the quantity of gas scheduled at any receipt or delivery point, or the entity supplying the gas for transportation, the recall shall be self- implementing. The Releasing Customer shall submit a recall to MRT via MRT's Internet web site indicating that all or part of the capacity is being recalled. The recall shall be effective immediately upon MRT's receipt of the recall and thereafter MRT shall allocate all gas quantities transported utilizing the recalled

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

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

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

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

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

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

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

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

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

- (b) For biddable releases (one (1) year or less):
 - (i) offers should be tendered such that they can be posted by 9:00 a.m. on a business day;
 - (ii) open season ends at 10:00 a.m. on the same or a subsequent business day (evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken);
 - (iii) if no match is required, evaluation period ends and the award is posted by 11:00 a.m. CT;

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

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

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

14.5 Pre-Arranged Replacement Customers

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

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

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

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

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

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

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

14.6 Bidding for Release Offers

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

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

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

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

14.7 Awarding Released Capacity to Approved Bidders

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

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

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

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

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

14.8 Permanent Release of Firm Capacity

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

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

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

14.9 Contracting for Released Capacity

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

14.10 Allocation of Quantities and Billing for Releases

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

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

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

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

14.11 Release by Replacement Customers

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

14.12 Release of Firm Storage Service

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

14.13 Other Terms and Conditions

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

14.14 Marketing Fees

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

14.15 MRT's Right to Terminate a Temporary Release

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

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

GENERAL TERMS AND CONDITIONS

16. RESERVATION CHARGE CREDITING

16.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.6 Exceptions.

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

GENERAL TERMS AND CONDITIONS

20. ~~RESERVED FOR FUTURE USE.~~ELECTRONIC COMMUNICATION SYSTEM

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

GENERAL TERMS AND CONDITIONS

21. ANNUAL CHARGE ADJUSTMENT SURCHARGE PROVISION

21.1 Purpose

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

21.2 Basis of the Annual Charge Adjustment Surcharge

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

GENERAL TERMS AND CONDITIONS

30. LAWS, REGULATIONS AND ORDERS

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

30.2 Collection of Sales and Use Taxes

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

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).~~

Part VII
Form of Service Agreements

1. Rate Schedules FTS, SCT and ITS
 - 1.1 Rate Schedules FTS, SCT and ITS, Exhibit A
 - 1.2 Rate Schedules FTS, SCT and ITS, Exhibit B
2. Rate Schedules FSS and ISS
 - 2.1 Rate Schedules FSS and ISS, Exhibit A
3. Rate Schedule PALS
 - ~~3.1 Rate Schedule PALS, Attachment A~~
4. Pool Agreement
5. Capacity Release Agreement

[USE FOR NON-ELECTRONIC CONTRACTS]

Contract # _____

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

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

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

1) TERMCUSTOMER INFORMATION:

Customer's Name:

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

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

[Effective Date:_____]

-End Date:_____

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

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

2) REGULATORY AUTHORITY

Part 284 Subpart B

Subpart G (check as applicable)

POINTS, DATES, SERVICE AND QUANTITY

[Park_____] [Loan_____]

Maximum Aggregate Quantity_____ Maximum Aggregate Quantity_____

_____ (MAQ Park)_____ Dth] _____ (MAQ Loan)_____ Dth]

~~[Schedule~~

| [ID | Removal Points | [ID |
|---|--|------------------|
| [Parking Point(s) NO.] Quantity Date(s)] | (if applicable) No.] Quantity [Date(s)] | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| [ID | Return Points | [ID |
|--|--|------------------|
| [Loan Point(s) NO.] Quantity Date(s)] | (if applicable) No.] Quantity [Date(s)] | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

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

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

_____Negotiated Rates (per Section 19.2 of General Terms and Conditions of tariff) shall apply to this transaction. (check if applicable).

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

Contract rates (if applicable) (\$/Dth): (See Attachment A)

Activity Rates: _____ Daily Balance Rates: _____

Advance Fee (if any): _____

Rates and clarifications: _____

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

5) ADDRESSES

~~[Insert Address/Contact Information for Customer]~~

~~MRT's wire transfer information and addresses for notices and payments shall be located on MRT's internet web Site. The point(s) at which the Gas is to be tendered by Customer to MRT under this Agreement shall be any points or pool on MRT's system or, with respect to any transaction for which Customer and MRT have executed an Attachment A hereto, the point(s) designated on such Attachment A as Customer's Parking Point(s). The point(s) at which the Gas is to be tendered by MRT to Customer under this Agreement shall be any receipt points on MRT's system or, with respect to any transaction for which Customer and MRT have executed an Attachment A hereto, the point(s) designated on Attachment A hereto as Customer's Loan Point(s).~~

6) This Agreement shall be effective as of _____ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission, or a commencement date as defined in a precedent agreement between Customer and MRT] and shall remain in force and effect until _____ [or, when applicable, "shall continue for a term of _____ years"]; (the "Primary Term"); provided that this Agreement may be terminated by MRT or Customer upon at least thirty (30) days prior to written notice. Notwithstanding the end of the Primary Term or any early termination pursuant to this provision, this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement. The Maximum Aggregate Quantity (MAQ) under this Agreement shall be _____ Dth.

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

8) THE INTERPRETATION AND PERFORMANCE OF THE AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF _____, EXCLUDING CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

9) This Agreement supersedes and cancels, as of the effective date of this Agreement, the contract(s) between the parties hereto as described below, if applicable:

~~[None or an appropriate description]~~

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

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

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

~~Please sign below and return this agreement to the fax number provided above. If MRT does not receive a signed confirmation or written notice from Customer that the terms of the Agreement do not accurately reflect the parties' understanding, within two (2) business days of transmittal, Customer has accepted the terms hereof without changes. MRT may void this confirmation if not accepted by Customer within two (2) business days.~~

ENABLE MISSISSIPPI RIVER
TRANSMISSION, LLC

[NAME OF CUSTOMER]

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

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

[[FOR E-MAIL AMENDMENTS, INSERT THE FOLLOWING:]

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

Contract # _____

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

GENERAL TERMS AND CONDITIONS

- 1) Upon termination of this Agreement, Customer agrees to stop delivering gas to MRT for service hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance (including payback of loaned, or removal of any remaining parked, quantities) hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.

- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement hereto and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) This Agreement shall be subject to the provisions of Rate Schedule PALS as well as the GT&C set forth in MRT's Tariff, and such provisions are incorporated herein by this reference.
- 5) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law.
- 6) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 7) Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e- mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 8) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing, or if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. MRT and Customer may amend this Agreement via electronic mail or paper letter agreement, without restating the entire agreement, to the extent that such letter agreements provide for the replacement of the language of this Agreement only, using the language contained in the Form of Service Agreement. No waiver by either MRT or Customer of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- [9] Complete as applicable.]

Contract # _____

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

ATTACHMENT A

~~[Insert items from Sections 1-5]~~Effective Date: _____

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

POINTS, DATES, SERVICE AND QUANTITY

| | <u>From</u> | <u>To</u> | <u>[Maximum Park/Loan Quantity]</u> | <u>ID No.</u> | <u>Removal/Return Quantity</u> |
|---------------------------|-------------|-----------|---|---------------|------------------------------------|
| <u>[Park Service]</u> | | | | | |
| <u>[Loan Service]</u> | | | | | |

Maximum Aggregate Transaction Quantity (MATQ):_____.

[Supersedes Arrachment A Dated:_____]

[MATQ Park_____]

[MATQ Loan_____]

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

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

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

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

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

Activity Rates:_____ Daily Balance Rates:_____

Advance Fee (if any):_____

Rates and clarifications:_____

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

[Other provisions]

[None or describe]

Signed for Identification

MRT:_____

Customer:_____

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

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

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

~~{USE FOR SERVICE NOW! TRANSACTIONS ONLY}~~

~~RATE SCHEDULE PALS SERVICE AGREEMENT (PARK/LOAN)
SERVICE AGREEMENT NO.: SEE ATTACHMENT A~~

~~THIS AGREEMENT is made effective as of the date below by and between ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC (MRT), a Delaware limited liability company, hereinafter called "MRT" [describe if~~

~~applicable] and Customer (defined below). In consideration of the mutual covenants and agreements as herein set forth, both MRT and Customer covenant and agree as follows:~~

CUSTOMER INFORMATION:

~~See Attachment A.~~

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

~~2) REGULATORY AUTHORITY: Part 284 [Subpart B] [Subpart G]~~

~~3) TERM: See Attachment A.~~

~~4) POINTS, DATES, SERVICE, QUANTITY AND RATE:~~

~~See Attachment A.~~

RATE:

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

~~5) The General Terms and Conditions for the Service Agreement are incorporated by reference into this Agreement.~~

~~6) Other Provisions: In addition to the above amounts, Customer shall pay any applicable penalties, charges, fees or assessments provided for in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff").~~

~~7) Other Tariff-permitted provisions:~~

~~See Attachment A.~~

EXECUTION:

~~Upon Customer's submission of the electronic document specifying the terms of its transaction, the terms of this Agreement shall become effective.~~

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

~~GENERAL TERMS AND CONDITIONS
ATTACHMENT TO PALS SERVICE AGREEMENT~~

~~1) — Upon termination of this Agreement, Customer agrees to stop delivering gas to MRT for service hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for~~

~~the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, as are necessary or appropriate in view of such termination and abandonment of service hereunder.~~

~~2)——Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance (including payback of loaned, or removal of any remaining parked, quantities) hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.~~

~~3)——In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement hereto and cease further receipt and/or delivery of gas on behalf of Customer.~~

~~4)——This Agreement shall be subject to the provisions of Rate Schedule PALS as well as the GT&C set forth in MRT's Tariff, and such provisions are incorporated herein by this reference.~~

~~5)——MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law.~~

~~6)——Any notice, statement, or bill provided for in this Agreement shall be in writing (or, if this Tariff requires, via electronic means) and shall be considered as fully delivered when hand-delivered, faxed, or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing of a change in its address).~~

~~7)——Each party shall notify the other in writing of the name, address, telephone number, facsimile number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.~~

~~8)——This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing, or if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. MRT and Customer may amend this Agreement via electronic mail or paper letter agreement, without restating the entire agreement, to the extent that such letter agreements provide for the replacement of the language of this Agreement only, using the language contained in the Form of Service Agreement. No~~

~~waiver by either MRT or Customer of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.~~

9) — Complete as applicable.

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

Contract # _____

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

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

1. CUSTOMER INFORMATION:

Customer's Name:

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

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

2. For each occasion that Replacement Customer obtains a release of capacity from a Releasing Customer pursuant to Section 14 of the General Terms and Conditions of the Tariff, an addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Exhibit A, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of MRT's service for each release. A Replacement Customer may have more than one Exhibit A if it has obtained multiple releases of capacity.

3. This Agreement shall be effective from the date first stated above until _____, when this Agreement shall expire, provided that this Agreement may be terminated by MRT or Customer upon at least thirty (30) days prior written notice. Service shall commence and, notwithstanding the end of the term or any early termination pursuant to this provision, remain effective for a term coincidental for the term of each release of service rights identified in each Exhibit A hereto.

4. This Agreement shall be subject to the provisions of Rate Schedule FTS, SCT and FSS as well as the General Terms and Conditions set forth in MRT's Tariff, as on file and in effect from time to time, all of which by this reference are made a part hereof. In accordance with Section 2.2 of Rate Schedule FTS, Sections 2.2 and 2.5 of Rate Schedule SCT and Section 2.2 of Rate Schedule FSS of MRT's Tariff, subject to the provisions of the Tariff and this Agreement, MRT shall receive, transport, and deliver, and/or inject, store, and withdraw natural gas from MRT's storage fields, as applicable, for the account of Replacement Customer for the purposes contemplated herein,

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

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

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

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

[REPLACEMENT CUSTOMER'S NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. _____

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

[Releasing Customer Contract No.

Releasing Customer Rate Schedule

Original Releasing Customer Contract No.

Regulation

Transportation Path:

Replacement Customer's Maximum Daily Quantity (Dth)

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

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

Permanent or Temporary Release

Conditions of Recall _____

Term of Release

Begin _____ End _____

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

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