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FORMS OF SERVICE AGREEMENTS

**PRO FORMA
SERVICE REQUEST FORM**

REQUEST FOR TRANSPORTATION SERVICE

Manager, Contract Administration
OkTex Pipeline Company
100 W. 5th Street, MD 12-4
Tulsa, Ok 74103

Attention:

Gentlemen:

_____ ("Requesting Shipper") hereby requests transportation service from OkTex Pipeline Company and hereby provides the following information in connection with this report:

(a) Complete legal name of Requesting Shipper:

(b) Type of Legal entity and state of formation/incorporation:

(c) Type of Company:

_____	Interstate Pipeline
_____	Local Distribution Company
_____	Intrastate Pipeline
_____	Producer
_____	End-User
_____	Marketer
_____	Broker
_____	Other (fill in)

(d) (1) Name of person responsible for this request, address and telephone number through which correspondence or other communications should be directed. Is this person an employee of Requesting Shipper? If not, state relationship to Requesting Shipper.

(d) (2) Name and telephone number of 24 hour contact person for purposes of dispatching gas to and from receipt and delivery points.

(e) Are additional or new facilities required to receive or deliver gas for the transportation service requested herein?

_____ Yes _____ No

(f) Name and full title of Officer (or General Partner) of Requesting Shipper who will execute a written service agreement with OkTex Pipeline Company.

(g) The maximum daily quantity for which transportation service is requested is _____ Dekatherm with an estimated total quantity of gas to be transported during the requested term of service of _____ Dekatherm.

(h) Name and detailed description of receipt point(s) into OkTex Pipeline Company's system, the names(s) of third party transporters, delivery point(s) where OkTex Pipeline Company will redeliver the gas, the maximum daily quantity to be received and delivered at each receipt point and at each delivery point and the desired pressure at each receipt point and at each delivery point:

(i) (1) Type of service requested:

_____ OKTEX firm (FTS Rate Schedule)

_____ OKTEX interruptible (ITS Rate Schedule)

- _____ Buffalo Wallow firm (FTS Rate Schedule)
- _____ Buffalo Wallow interruptible (ITS Rate Schedule)
- _____ Midstream firm (FTS Rate Schedule)
- _____ Midstream interruptible (ITS Rate Schedule)
- _____ Norteño firm (FTS Rate Schedule)
- _____ Norteño interruptible (ITS Rate Schedule) __S or __DN

(2) Date service is proposed to commence (which shall not be later than three (3) months after this request is submitted to OkTex Pipeline):

(3) Date service is proposed to terminate (which shall not be earlier than one (1) month from the date service is to commence):

(j) (1) The source(s) of gas supply (to be provided upon execution of the transportation contract by the parties thereto):

(2) The state of the ultimate end user of the gas (to be provided upon execution of the transportation contract by the parties thereto):

(k)(1) a copy of Requesting Shipper's most recent audited financial statements:

(2) a copy of Requesting Shipper's most recent Annual Report and 10-K Form, if applicable, and any other information demonstrating credit worthiness as provided for in Section 26 of the General Terms and Conditions of OkTex Pipeline Company's FERC Gas Tariff; and

(3) a list of Requesting Shipper's affiliates, including parent and subsidiaries, if applicable, including the specific affiliation of the requesting Shipper with OkTex Pipeline Company, and

the extent of OkTex Pipeline Company's affiliation, if any, with the person to be provided transportation service, and the extent of the supplier's affiliation with OkTex Pipeline Company.

(l) (1) Certification by Requesting Shipper that Requesting Shipper has good title to, or a current contractual right to acquire such title to, the gas to be transported by OkTex Pipeline Company.

(2) Certification by Requesting Shipper that prior to the commencement of service by OkTex Pipeline Company, Requesting Shipper has or will enter into all necessary third party transportation agreements to transport the gas to OkTex Pipeline Company and to the party ultimately receiving the gas.

(3) Certification by Requesting Shipper that Requesting Shipper has a sales contract or will enter into such sales contract with the party ultimately receiving the gas, prior to the commencement of service by OkTex Pipeline Company.

(m) Whether any of the gas being transported is subject to take-or-pay relief for OkTex Pipeline Company and, if so, how much,

(n) Whether and by how much the cost of the gas to ONEOK Products Company exceeds the price received for the sale of the gas by ONEOK Products Company, after deducting associated costs, including those incurred for transportation.

Requesting Shipper understands that this Service Request Form, complete and unrevised as to format, must be received by OkTex Pipeline Company before the transportation request will be accepted and processed. Requesting Shipper further understands that OkTex Pipeline Company is an interstate pipeline subject to

the regulations of the Federal Energy Regulatory Commission ("Commission") and that Requesting Shipper's request will become part of a log available for public inspection.

Shipper understands that it must reimburse OkTex Pipeline Company for the Commission's filing fees upon receipt of an invoice therefor. Requesting Shipper, by its signature, represents and certifies to OkTex Pipeline Company that the information set forth in this Service Request Form is correct and accurate and that the certifications set forth in paragraph (l) above have been met.

Submitted by:

(REQUESTING SHIPPER)

By: _____
(Name and Title of Officer)

Date: _____

Receipt date for sequencing assigned by OkTex Pipeline Company:

Date: _____

By: _____
(Manager Gas Supply Operations of OkTex Pipeline Company)

Date Shipper notified: _____

**GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE**

between

"Shipper"

and

**OKTEX PIPELINE COMPANY
"Transporter"**

Dated: MONTH _____ DAY _____, YEAR _____

**PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE**

This Contract is made as of the [date] day of [month], [year] by and between the OkTex Pipeline Company, a Delaware corporation, herein called Transporter, and [name of shipper], herein called Shipper, pursuant to the following recitals and representations:

WHEREAS Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called Transporter's System:

WHEREAS Shipper has received and accepted all necessary regulatory and governmental approvals to transport gas on Transporter's system.

WHEREAS Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render firm transportation services to Shipper by entering into this Gas Transportation Contract for Firm Transportation Service:

Issued: September 30, 2010
Effective: September 30, 2010

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1.1 On the Commencement Date and each day thereafter, Shipper shall cause the Input Quantity for each Receipt Point hereunder, not to exceed the Maximum Input Quantity for each Receipt Point, to be delivered to Transporter at the Receipt Point(s).

1.2 On the Commencement Date and each day thereafter on which Shipper and Transporter schedule gas for transportation hereunder, Transporter shall make the Equivalent Quantity corresponding to the Input Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point, available

to or on behalf of Shipper at the Deliver point(s) on a firm basis.

1.3 Shipper shall be solely responsible for securing faithful performance by Gas Supplier(s) in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of Gas Supplier(s) to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

2.1 Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point during any month up to the sum of the Maximum Input Quantities for such Receipt Point as set forth on the effective Schedule 1 appended hereto and to cause Transporter to make available to or on behalf of Shipper at each Delivery Point during a month the Equivalent Quantities for each Delivery Point as set forth on the currently effective Schedule 2 appended hereto.

2.2 Transporter shall make available to Shipper the transportation service reserved under this Article II on the days and for the quantities of gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

3.1 For each Dekatherm of Input Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Unit Commodity Rate specified in Rate Schedule FTS as in effect on the day the transportation service is rendered; provided however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Unit Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Unit Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dekatherm of Input Quantity on the day(s) on which a Discounted Unit Commodity Rate is in effect, within the quantity to which such rate

applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Unit Commodity Rate in Lieu of the Maximum Unit Commodity Rate.

3.2 For each Dekatherm per day of Maximum Input Quantity at each Receipt Point, Shipper agrees to pay and shall pay the applicable Maximum Monthly Demand Charge specified in Rate Schedule FTS as in effect on the day for which transportation capacity has been reserved; provided however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Monthly Demand Charge, Transporter shall notify the Shipper in writing of amount of such Discounted Monthly Demand Charge, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dekatherm of the Maximum Input Quantity at each Receipt Point on the day(s) on which a quantity to which such rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Monthly Demand Charge in lieu of the Maximum Monthly Demand Charge.

3.3 Shipper agrees that the Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's FTS Rate Schedules or (b) any provision of the General Terms and Conditions applicable to such rate schedule, subject to the applicable provisions of the Natural Gas Act and the Commission's regulations thereunder.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of Rate Schedule FTS and the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which Rate Schedule FTS and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V - TERM

5.1 The Commencement Date shall be the latter of [date] or such date on which the natural gas facilities required to enable Transporter to render transportation service to Shipper hereunder are constructed, installed and made operational, as shall be set forth in Transporter's written notice to Shipper.

5.2 This Contract shall be effective as of the date first hereinabove written; provided however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

5.3 This Contract shall continue in force and effect until [date which is at least one month from the Commencement Date], pursuant to any effective provisions for termination of this Contract by Transporter as stated in Rate Schedule FTS or the General Terms and Conditions for

Transportation Service; provided however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Manager Contract Administration
OkTex Pipeline Company
100 W. 5th Street, MD 12-4
Tulsa, OK 74103

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially or as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Otherwise no assignment of this Contract or any of the rights or obligations hereunder, or any portion of Shipper's effective Maximum Daily Contract Demand shall be made. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - BANKRUPTCY OF SHIPPER

Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to render or to continue to render transportation service on behalf of any Shipper that has applied for bankruptcy under the Bankruptcy Code or on behalf of any Shipper which, at Transporter's request, fails within a fifteen (15) day period to demonstrate and maintain credit worthiness, provided however, that Transporter shall render or continue to render transportation service for any such Shipper which prepays for such service or which, upon fifteen (15) days notice by Transporter, furnishes good and sufficient security bond or other good and sufficient security as Transporter in its reasonable discretion deems acceptable, of a continuing nature and in an amount equal to the cost of performing the transportation service request for a two (2) month period.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Oklahoma and applicable federal law and regulation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: OKTEX PIPELINE COMPANY

_____ By _____

ATTEST: [NAME OF SHIPPER]

_____ By _____

SCHEDULE 1
to
GAS TRANSPORTATION CONTRACT

between

OKTEX PIPELINE COMPANY
"Transporter"

and

"Shipper"

Dated: MONTH_____DAY_____, YEAR_____

MAXIMUM INPUT ALLOWABLE DELIVERY
QUANTITY PRESSURE

RECEIPT POINT(S) (Dekatherm) (Maximum) (Minimum)

SCHEDULE 2
to
GAS TRANSPORTATION CONTRACT

between

OKTEX PIPELINE COMPANY
"Transporter"

and

"Shipper"

Dated: MONTH_____DAY_____, YEAR_____

**MAXIMUM EQUIVALENT
QUANTITY**

**ALLOWABLE DELIVERY
PRESSURE**

DELIVERY POINT(S)

(Dekatherm)

(Maximum) (Minimum)

**GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE**

between

"Shipper"

and

**OKTEX PIPELINE COMPANY
"Transporter"**

Dated: MONTH_____DAY_____, YEAR_____

**PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE**

This Contract is made as of the [date] day of [month], [year] by and between the OkTex Pipeline Company, a Delaware corporation, herein called Transporter, and [name of shipper], herein called Shipper, pursuant to the following recitals and representations:

WHEREAS Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called Transporter's System:

WHEREAS Shipper has received and accepted all necessary regulatory and governmental approvals to transport gas on transporter's system.

WHEREAS Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's Systems and to transport such gas on behalf of Shipper; and

WHEREAS Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render interruptible transportation services to Shipper by entering into this Gas Transportation Contract for Interruptible Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed. Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1.1 On the Commencement Date and each day thereafter on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Input Quantity for each Receipt Point hereunder, not to exceed the Maximum Input Quantity for each Receipt Point, to be delivered to Transporter at the Receipt Point(s).

1.2 On the Commencement Date and each day thereafter on which the Input Quantity is delivered to Transporter at the Receipt Point(s) pursuant to Section 1 of this Article I, Transporter shall, subject to interruption of service by Transporter in accordance with this Contract and Transporters Tariff, make the Equivalent Quantity corresponding to the Input Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point, available to or on behalf of Shipper at the Delivery Point(s).

1.3 Shipper shall be solely responsible for securing faithful performance by Gas Supplier(s) in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of Gas supplier(s) to so perform.

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

2.1 Shipper hereby contracts for the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point up to the Maximum Input Quantity for such Receipt Point as set forth on the effective Schedule 1 appended hereto, on any day on which Transporter has interruptible capacity available to Shipper, and to cause Transporter to make available to or on behalf of Shipper on an interruptible basis at each Delivery Point on such day the Equivalent Quantity corresponding to the Input Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective Schedule 2 appended hereto.

2.2 Transporter shall make available to Shipper the transportation service contracted for under this Article II on the days and for the quantities of gas for which Transporter has interruptible capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

3.1 For each Dekatherm of Input Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Unit Commodity Rate specified in Rate Schedule ITS as in effect on the day the transportation service is rendered; provided however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Unit Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Unit Commodity Rate, the day(s) on which such rate shall be in effect and the

quantities to which such rate applies. For each Dekatherm of Input Quantity on the day(s) on which a Discounted Unit Commodity Rate is in effect, within the quantity to which such rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Unit Commodity Rate in lieu of the Maximum Unit Commodity Rate.

3.2 Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's ITS Rate Schedules or (b) any provisions of the General Terms and Conditions applicable to such rate schedule, subject to the applicable provisions of the Natural Gas Act and the Commission's regulations thereunder.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of Rate Schedule ITS and the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which Rate Schedule ITS and General Terms and Conditions are by this reference made a part hereof.

ARTICLE V - TERM

5.1 The Commencement Date shall be the latter of [date] or such date on which the natural gas facilities required to enable Transporter to render transportation service to Shipper hereunder are constructed, installed and made operational, as shall be set forth in Transporter's written notice to Shipper.

5.2 This Contract shall be effective as of the date first hereinabove written: provided however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the Commencement Date.

5.3 This Contract shall continue in force and effect until [date] pursuant to any effective provisions for termination of this Contract by Transporter as stated in Rate Schedule ITS or the General Terms and Conditions for Transportation Service; provided however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

ARTICLE VI - NOTICES

Notices Transporter shall be addressed to:

Manager Contract Administration
OkTex Pipeline Company
100 W. 5th Street, MD 12-4
Tulsa, OK 74103

Notices to Shipper hereunder shall be addressed to

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially or as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Otherwise, no assignment of this Contract or of any of the rights or obligations hereunder or any portion of Shipper's effective Maximum Daily Contract Demand shall be made. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - BANKRUPTCY OF SHIPPER

Subject to the requirements of Section 7 of the Natural Gas Act, Transporter shall not be required to render or to continue to render transportation service on behalf of any Shipper that has applied for bankruptcy under the Bankruptcy Code or on behalf of any Shipper which, at Transporter's request, fails within a fifteen (15) day period to demonstrate and maintain credit worthiness, provided however, that Transporter shall render or continue to render transportation service for any such Shipper which prepays for such service or which, upon fifteen (15) days notice by Transporter, furnishes good and sufficient security bond or other good and sufficient security as Transporter in its reasonable discretion deems acceptable, of a continuing nature and in an amount equal to the cost of performing the transportation service request for a two (2) month period.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Oklahoma and federal law and regulation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: OKTEX PIPELINE COMPANY

_____ By _____

ATTEST: [NAME OF SHIPPER]

_____ By _____

SCHEDULE 1

to

GAS TRANSPORTATION CONTRACT

between

**OKTEX PIPELINE COMPANY
"Transporter"**

and

"Shipper"

Dated: MONTH_____ DAY_____, YEAR_____

**MAXIMUM INPUT ALLOWABLE DELIVERY
QUANTITY PRESSURE**

RECEIPT POINT(S) (Dekatherm) (Maximum) (Minimum)

SCHEDULE 2

to

GAS TRANSPORTATION CONTRACT

between

**OKTEX PIPELINE COMPANY
"Transporter"**

and

"Shipper"

Dated: MONTH_____ DAY_____, YEAR_____

**MAXIMUM EQUIVALENT
QUANTITY**

**ALLOWABLE DELIVERY
PRESSURE**

DELIVERY POINT(S)

(Dekatherm)

(Maximum) (Minimum)

SCHEDULE A

Shipper's Form

Shipper _____ Shipper # _____

Offer # _____ Contract # _____

_____ Permanent or _____ Temporary

_____ Firm or

_____ Interruptible (recall)

_____ Primary release or _____ Secondary release of

primary contract # _____

OFFER: Point	FTS Volume (Dekatherm/day)	Delivery
	_____	_____
	_____	_____
	_____	_____
Total	_____	

Beginning date: _____ Ending date: _____

Specify objective criteria to be used by OkTex to determine the "best bid" if the criteria in OkTex's tariff is not to be used.

If Applicable:

Subject to prearranged bid: _____ yes* _____ no

Prearranged bidder's name: _____

Minimum bid price (demand charge) per Dekatherm: \$ _____

Type of recall: _____ Specified dates: _____

Events: _____

Prepayment of demand charges required: _____ yes _____ no

Other minimum conditions: _____

Contingent bids: If the Shipper is willing to accept contingent bids, specify in detail the contingencies (in form, content, and operation) that are acceptable: _____

* This offer must list all terms of the prearranged bid as the minimum terms.

SCHEDULE B
CAPACITY RELEASE TIME LINE
Short term release (less than 1 year):

Offers should be tendered by 12:00 a.m. on the business day before nominations for short-term releases (less than 1 year);

open season ends no later than 1:00 p.m. on a business day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);

evaluation period ends at 2:00 p.m.;
match or award is communicated by 2:00 p.m.;
match response by 2:30 p.m.;
award posting by 3:00 p.m.;

posting of pre-arranged deals not subject to bid as soon as Transporter is informed of the prearranged deal regardless of whether the contract has yet been executed;

contract tendered with contract # within one (1) hour after the pipeline has been notified of the release regardless of whether a contract has been executed with the replacement shippers for biddable releases able to submit nominations once the capacity award is made or, in the case of a pre-arranged deal at the earliest available nomination opportunity after acquisition of capacity.

Long term release (1 year or more):

Offers should be tendered by 12:00 a.m. four business days before award for long-term releases;

open season ends no later than 1:00 p.m. on the business day. (open season is three business days);

evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;

evaluation period ends at 2:00 p.m.;
match or award is communicated by 2:00 p.m.;
match response by 2:30 p.m.;
award posting by 3:00 p.m.;

posting of pre-arranged deals not subject to bid as soon as Transporter is informed of the prearranged deal regardless of whether the contract has yet been executed;

contract tendered with contract # within one (1) hour after the pipeline has been notified of the release regardless of whether a contract has been executed with the replacement shippers for biddable releases able to submit nominations once the capacity award is made or, in the case of a pre-arranged deal at the earliest available nomination opportunity after acquisition of capacity.

For non-biddable releases:

Timely Cycle

-posting of prearranged deals not subject to bid are due by 10:30 A.M. on a Business Day;
-contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Evening Cycle

-posting of prearranged deals not subject to bid are due by 5:00 P.M. on a Business Day;
-contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 1 Cycle

-posting of prearranged deals not subject to bid are due by 9:00 A.M. on a Business Day;
-contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

Intraday 2 Cycle

-posting of prearranged deals not subject to bid are due by 4:00 P.M. on a Business Day;
-contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

SCHEDULE C

Bidder's Form

Bidder: _____ Bidder # _____

Bid for: Contract # _____ and Offer # _____

Beginning Date: _____ Ending Date: _____

Indicate if you are a prearranged bidder: _____ yes _____ no

Price (demand charge) bid per Dekatherm: \$ _____

Is offer for full volume at points offered? _____ yes _____ no

If no, total volume bid on: _____ Dekatherm

FTS Volume (Dekatherm/day)

Delivery Point

Response to other terms of offer: _____

Contingencies: _____

If this bid is contingent on the outcome of another bid or bids, specify the priority to be given to this bid, i.e., first, second, etc.: _____

For pipeline use only:

Date: _____ Time _____ Bid # _____

Total demand charge revenues \$ _____

FORM OF
ELECTRONIC DATA INTERCHANGE
TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, _____, by and between _____, a _____ [specify corporation or other entity type], with offices at _____ and _____, a _____, [specify corporation or other entity type] with offices at _____ (collectively, the "parties").

RECITALS

WHEREAS, the parties desire to facilitate transactions, reports and other information exchanged by electronically transmitting and receiving data in agreed formats; and

WHEREAS, the parties desire to assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties; and

WHEREAS, the parties desire to enter into this Agreement to govern their relationship with respect to computer to computer exchange of information, also known as Electronic Data Interchange ("EDI") transactions; and

WHEREAS, recognizing that this Trading Partner Agreement (TPA) is a confidential document whose revelation could jeopardize the commerce and communication that is conducted between the parties to this agreement, the parties should take at least the same amount of care to secure this TPA as would be taken with any other proprietary, internal or contractual document.

NOW THEREFORE, in consideration of the premises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Prerequisites

1.1 Data Communications. Each party may electronically transmit to or receive from the other party any of the North American Energy Standards Board ("NAESB") transaction sets (collectively "Documents"). The Trading Partner Worksheet (TPW) identifies such Documents and additional technical specifications. The TPW acts as a technical supplement to this Agreement, but is not incorporated in or considered a part of this Agreement. Any transmission of data which is not a Document, a Functional Acknowledgement, an electronic delivery mechanism error notification, or a time-stamp receipt response or record (collectively "Data Communications") shall have no force or effect between the parties. All Data Communications shall be transmitted in accordance with NAESB standards and published industry guidelines, and as set forth in the Exhibit and/or TPW. The Exhibit to this Agreement is attached hereto. Any modification of the provisions of this Agreement will also be effective in the annexed Exhibit and/or the separate TPW, as appropriate.

1.2. Third Party Service Providers

1.2.1 Data Communications will be transmitted electronically to each party as specified in the TPW, either directly or through any third party service provider ("Provider") with whom either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2 Each party shall be responsible for the costs of any Provider with whom it contracts, unless otherwise set forth in the Exhibit. Each party shall be responsible for services and performance needed to carry out its responsibilities under this Agreement.

1.2.3 Notwithstanding the acts or omissions of its Provider, for purposes of this Agreement, each party is responsible for transmitting, receiving, storing or handling Data Communications to the extent required to effectuate transactions pursuant to Section 2.

1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to transmit Data Communications to, and receive Data Communications from the parties' respective Receipt Computers.

1.4 Security Procedures

1.4.1 Each party shall use those security procedures specified in the NAESB standards and as applied through the specifications set forth in the TPW. The manner in which public encryption keys are to be changed and/or exchanged will be specified in the TPW.

1.4.2 Security Key Exchanges. The parties shall maintain a public key used to facilitate secure electronic communication. The parties shall change their public key as set forth in the Exhibit. However, in emergency situations in which it is necessary to change a key immediately, each party shall provide the other party with immediate notice of the change. Each party shall provide to the other its public key by either: (a) a certified or receipt mail service using a diskette with the public key contained in an ASCII text file; or, (b) an electronic simple mail transfer protocol ("SMTP") mail message with the public key contained in the body. The public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key by phone or by other comparable means.

1.5 Signatures. Each party shall adopt as its signature private keys which shall be applied to each document transmitted by such party ("Digital Signature"). Such Digital Signature, when decrypted by the receiving party, will be used to authenticate the identity of the sender.

Section 2. Transmissions

2.1 Proper Receipt

2.1.1 The "Receipt Computer" shall be defined in this Agreement and in the TPW as the receiving party's Uniform Resource Locator ("URL"), which describes the protocols which

are needed to access the resources and point to the appropriate Internet locations. Where the parties employ the services of Providers to transmit and receive Documents, the Receipt Computer shall be defined in this Agreement and in the TPW as the receiving party's URL provided by the receiving party's Provider.

2.1.2 Documents shall not be deemed to have been properly received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in the TPW, as evidenced by the receipt by sending party of the HTTP response initiated by receiving party. The HTTP response shall specify the date and time of receipt of a Document at the receiving Internet server (also called "time-c"). No Document shall have any effect if the HTTP response is not received by sending party, or if the HTTP response indicates an error.

2.2 Digital Signature Verification and Decryption. Upon proper receipt of any Document, the receiving party shall attempt to decrypt the Document and verify the digital signature of the sending party. If the Document is verified and the decryption is successful, the receiving party shall transmit a Functional Acknowledgment in return. If the Document is verified and the decryption is unsuccessful, the receiving party shall send the applicable error message to the sending party. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party.

2.3 Functional Acknowledgement and Response Document

2.3.1 For the purposes of this Agreement and the TPW, a "Functional Acknowledgment" means an ASC X12 Transaction Set 997 which confirms a Document has been received and whether all required portions of the Document are syntactically correct or not, but which does not confirm the substantive content(s) of the related Document.

2.3.2 If the Functional Acknowledgment indicates an error, neither party shall rely on the Document. The sending party shall attempt to correct the error and promptly retransmit the Document or otherwise contact the receiving party. If the Functional Acknowledgment does not indicate any error, the Functional Acknowledgment shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.3 If there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Functional Acknowledgment, the sending party's records of the contents of the Document shall control, unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.4 By mutual agreement, the parties may designate in the TPW a "Response Document" Transaction Set as a substitute for or in addition to an ASC X12 Transaction Set 997. A Response Document confirms that a Document has been received, and whether all required portions of the Document are syntactically correct, and contains data sent by the receiving party to the sending party in response to the substantive content of the related Document.

2.3.5 If the Response Document indicates an error, neither party shall rely on the Document or portion of the Document which is in error, if known. The sending party shall attempt to correct the errors and promptly retransmit the Document or applicable portion or otherwise contact the receiving party. If the Response Document does not indicate any error, the Response Document shall constitute conclusive evidence a Document has been received in syntactically correct form.

2.3.6 If the parties have mutually agreed to the use of a Response Document, and if there has been proper receipt pursuant to Section 2.1, verification and successful decryption pursuant to Section 2.2, and if the receiving party nevertheless fails to transmit a Response Document, the sending party's records of the contents of the Document shall control unless the sending party has retransmitted a Document pursuant to Section 2.3.7.

2.3.7 Retransmissions. If the sending party of a Document has not received a corresponding Functional Acknowledgment or Response Document within the time frame indicated in the TPW, the sending party shall contact the receiving party and as appropriate retransmit the Document and such Document shall be considered a new transmission for purposes of Section 2.

Section 3. Terms

3.1 Transaction Terms and Conditions. This Agreement is intended to facilitate Data Communications between the parties concerning the transactions related to transportation or sales conducted pursuant to underlying written agreements. In the event of conflict between this Agreement and the subject underlying written agreement(s), the terms and conditions of the underlying agreement(s) shall control.

3.2 Terms and Conditions of Reports and Other Information. In the absence of any other written agreement applicable to reports and other information transmitted pursuant to this Agreement, such reports and other information shall be subject to:

[A] those terms and conditions, including any terms for payment, included in the Exhibit;

and

[B] such additional terms and conditions as may be determined in accordance with applicable law.

3.3 Change in Terms and Conditions. Notwithstanding Section 4.1 of this Agreement, if any party determines that Data Communications under this Agreement and/or the TPW are altered by a subsequent change to a party's tariff or obligation imposed by a governmental entity exercising jurisdiction over that party, then the affected party shall give immediate notice defining which Data Communications as outlined in the TPW are affected, and the reasons therefore, and may provide notice of termination of this Agreement as provided in Section 4.8, effective immediately upon receipt of such notice by the other party to this Agreement.

3.4. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or in the Exhibit, by written agreement between the parties, or by applicable law.

3.5. Validity: Enforceability

3.5.1 This Agreement has been executed by the parties to evidence their mutual intent to be bound by the terms and conditions set forth herein relating to the electronic transmission and receipt of Data Communications.

3.5.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any transaction, any other written agreement described in Section 3.1, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing, or to which there is applied, a Digital Signature ("Signed Documents") shall be deemed for all purposes (a) to have been "signed" and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.5.3 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the parties to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous

4.1 Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided pursuant to an EDI transaction; further provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

4.2 Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 Entire Agreement. This Agreement and the Exhibit constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement and the TPW constitute the entire understanding between the parties regarding EDI.

4.4 No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties, their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement.

4.5 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of _____ [specify state, commonwealth, province, etc.] of _____, excluding any conflict-of-law rules and principles of that jurisdiction which would result in reference to the laws or law rules of another jurisdiction.

4.6 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

4.7 Exclusion of Certain Damages. Neither party shall be liable to the other for any special, incidental, exemplary, consequential or punitive damages arising from or as a result of any delay, omission or error in the TPW, or in the electronic transmission or receipt of any Data Communications pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Any limitation on direct damages to software and hardware arising from Data Communications under this Agreement shall be set forth in the Exhibit.

4.8 Notices. All notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Exhibit to the addressee party at such party's address as set forth in the Exhibit. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

4.9 Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or

successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.10 TPW Technical and Operational Updates. All technical and operating information needed to effectuate the EDI processes defined in the Agreement shall be provided for in the TPW, which may be revised from time to time by a designated technical representative of each trading partner.

4.11 Waivers. No forbearance by any party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it.

4.12 Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute one and the same instrument.

4.13 Reference Glossary. This section lists each defined term in this Agreement and cross references that term to its definition in the Agreement.

DEFINED TERM	WHERE DEFINED
Agreement	Header
Data Communications	Section 1.1
Digital Signature	Section 1.5
Documents	Section 1.1
Electronic Data Interchange, EDI	Recital
Functional Acknowledgment parties	Section 2.3.1 Header
Provider	Section 1.2.1
Receipt Computer	Section 2.1.1
Response Document	Section 2.3.4
Signed Documents	Section 3.5.2
time-c	Section 2.1.2
Uniform Resource Locator, URL	Section 2.1.1

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

Company Name: _____ Company Name: _____

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

EXHIBIT

DATED _____ TO BE EFFECTIVE _____ (date)

1. Contact Information: _____
Company: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Telephone: _____
Fax: _____
Email Address: _____
Legal Entity Common Code (D-U-N-S®(Number): _____
(A registered trademark of Dun & Bradstreet Corporation)
Company: _____
Street Address: _____
City: _____
State/Province/Commonwealth: _____
Zip/Postal Code: _____
Attention [Name, Title]: _____
Telephone: _____
Fax: _____
Email Address: _____
Legal Entity Common Code (D-U-N-S®(Number): _____
(A registered trademark of Dun & Bradstreet Corporation)
2. Terms and Conditions: (If no special terms and conditions have been agreed upon, enter "None.")
3. Limitation on Direct Damages: (If no limitation has been agreed upon, enter "None.")
4. Confidential Information: (See Section 3.4. If no limitation has been agreed upon, enter "None.")

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

Company Name: _____ Company Name: _____

By: _____ By: _____

Printed Name: _____ Printed Name: _____

Title: _____

Title: _____

Index

9.Part 9.0 - Forms of Service Agreements(v.0.0.09/30/2010
9.1.Part 9.01 - Pro Forma Service Request(v.0.0.09/30/2010
9.10.Part 9.10 - Firm Transportation Service(v.0.0.09/30/2010
9.20.Part 9.20 - Interruptible Transportation Service(v.0.0.09/30/2010
9.30.Part 9.30 - Capacity Release Schedules(v.0.0.09/30/2010
9.40.Part 9.40 - EDI Partner Agreement(v.0.0.09/30/2010