



October 31, 2025

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

Re: Viking Gas Transmission Company
Modifications to FERC Gas Tariff
Docket No. RP26- -000

Dear Ms. Reese:

Pursuant to Section 4 of the Natural Gas Act and Part 154 of the Regulations of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. Part 154, Viking Gas Transmission Company ("Viking") hereby tenders for filing and acceptance the below tariff records for inclusion in its FERC Gas Tariff, Original Volume No. 1 ("Tariff"). Viking respectfully requests that the Commission accept these Tariff records to be effective December 1, 2025.

Tariff, Volume No. 1, Cover Page, v. 9.0.0

Part 4.0, System Map, v. 5.0.0

Part 7.30, Rate Schedule LMS, v. 7.0.0

Part 8.01, GT&C - Definitions, v. 6.0.0

Part 8.11, GT&C - Notices, v. 2.0.0

Part 8.20, GT&C-Information & Communication for Transportation Services, v. 5.0.0

Part 8.21, GT&C-Release or Assignment of Firm Transportation Agreements, v. 7.0.0

Part 8.31, GT&C - Electronic Contract Execution, v. 2.0.0

Part 9.10, Firm Transportation Agreement (FT-A), v. 9.0.0

Part 9.30, Park and Loan Agreement (PAL), v. 4.0.0

Statement of Nature, Reasons, and Basis for the Filing

Viking is submitting the proposed Tariff records following Viking's sale to DT Midstream, Inc. ("DTM"). As part of the integration of Viking into the DTM family of assets, Viking will transition from its current gas management system to Trellis, the gas management system used by the DTM pipelines. Trellis is a cutting-edge technological tool that will provide a unified, efficient gas management system for all of DTM's interstate natural gas companies. Additionally, the implementation of Trellis will simplify, improve, and enhance the user experience of customers transacting business on Viking's pipeline. Viking is in the process of implementing the new system, and it is anticipated to go-live on December 1, 2025, which coincides with the requested effective date. As part of this development, Viking has identified certain areas of its Tariff that

require modifications, discussed in further detail below, in order to facilitate the completion of the new Trellis system.

A. Capacity Release Tie-Breaker

Viking proposes to revise General Terms and Conditions (“GT&C”) Section 21.6, which governs in the event of a tie bid for released capacity in the absence of a prearranged bidder. Viking specifically proposes to replace the current default tie-breaker (which utilizes a lottery system) to the “first in time” bid method facilitated by the Trellis system.

The Commission has stated that “no single tie-breaker method is definitely better than other methods; each system has advantages and disadvantages,” and that pipelines may choose “any method” for inclusion in its their tariffs as default mechanisms “so long as [the] method[s] [are] reasonable.” The Commission has found that the “first-in-time” method is “reasonable, fair, and nondiscriminatory.”¹

In addition, Viking’s Tariff provides that a releasing shipper may choose a different tie-breaker mechanism for evaluating bids for a particular release.

B. Rate Schedule PAL Term Extension Provision

Viking proposes to add an evergreen provision to Article 7 of its pro forma Rate Schedule Park and Loan (“PAL”) agreement to align with Trellis’s functional capabilities and overall management of rate schedule PAL service agreements. The new provision provides that the term of a customer’s service agreement for Rate Schedule PAL may continue beyond the Primary Term unless and until it is terminated by a customer or Viking. As modified, the pro forma service agreement for Rate Schedule PAL will be consistent with substantively identical tariff provisions approved by the Commission on third party pipelines.² Additionally, the proposed extension provision offers greater flexibility to customers, who will now be able to negotiate extensions of their PAL agreements.

C. Clean-Up Revisions

Finally, Viking proposes to make a variety of non-substantive changes to the Tariff,

¹ *Trailblazer Pipeline Co.*, 103 FERC ¶ 61, 225 at P 102 (2003), citing *United Gas Pipe Line Co.*, 65 FERC ¶ 61,006 at 61,070 (1993) (holding the first-in-time method as reasonable, while rejecting a protest arguing for the *pro rata* method); *Arkla Energy Resources, a division of Arkla, Inc.*, 62 FERC ¶ 61,076 at 61,465 (1993); and *Panhandle Eastern Pipe Line Co.*, 61 FERC ¶ 61,357 at 62,417 (1992).

² See *Texas Eastern Transmission, LP*, FERC Gas Tariff, 8th Revised Volume No. 1, Form of Service Agreement for Rate Schedule PAL; *Algonquin Gas Transmission, LLC*, FERC Gas Tariff 6th Revised Volume No. 1, Form of Service Agreement (Applicable to Rate Schedule PAL); *Gulfstream Natural Gas System, LLC*, FERC Gas Tariff 1st Revised Volume No. 1, Form of Service Agreement for Rate Schedule PALS; *Southeast Supply Header, LLC*, FERC Gas Tariff 1st Revised Volume No. 1, Form of Service Agreement (Applicable to Rate Schedule PALS).

including without limitation: ensuring consistent use of defined terms; updating address and contact information; updating website information; correcting typographic errors, and streamlining language.

Materials Enclosed

In accordance with the applicable provisions of Part 154 of the Commission's regulations, Viking is submitting an eTariff XML filing package in PDF format containing the following information:

- (1) An eTariff XML filing package containing the proposal submitted as a zip (compressed) file.³
- (2) A transmittal letter in PDF format, incorporating the Statement of Nature, Reasons, and Basis for the filing required by section 154.7(a)(6) of the Commission's Regulations.⁴
- (3) Appendix A – a clean version of the Tariff record in PDF format for publishing in eLibrary; and
- (4) Appendix B – a marked version of the Tariff record in PDF format for publishing in eLibrary.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Viking respectfully requests that the Tariff record submitted herewith be approved effective December 1, 2025, which is at least thirty (30) days after receipt of this filing by the Commission. In accordance with section 154.7(a)(9) of the Commission's regulations, Viking hereby files a motion to place the proposed Tariff record into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

Pursuant to section 154.7(a)(7) of the Commission's regulations, Viking has not identified any additional waivers of the Commission's regulations needed to permit its filing to become effective as proposed; however, Viking respectfully requests that, should the Commission determine that any such waivers are required, the Commission grant such waivers as are necessary in order that the revised Tariff record may be made effective as proposed.

³ 18 C.F.R. § 154.4.

⁴ 18 C.F.R. § 154.7(a)(6).

Service and Correspondence

The undersigned certifies that a copy of this filing has been served electronically pursuant to section 154.208 upon Viking's customers and affected state regulatory commissions.⁵

A paper copy of this filing may only be served if a customer has been granted waiver of electric service pursuant to 18 C.F.R. Part 390 of the Commission's regulations. Additionally, a copy of this filing is available for public inspection during regular business hours at Viking's office at 101 One Williams Center, 33rd Floor, Tulsa, Oklahoma 74172.

Pursuant to sections 385.2005⁶ and 385.2011(c)(5)⁷ 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 undersigned.

In accordance with Rule 2010 of the Commission's regulations,⁸ the names, titles, and mailing addresses of the person to whom correspondence and communications regarding this filing should be directed is provided below. Additionally, service via email is requested in lieu of paper copies.

E. Adina Owen Assistant General Counsel II DT Midstream, Inc. 600 Travis Street, Suite 3250 Houston, Texas 77002 (832) 712-5554 Email: regulatory@dtmidstream.com	Faren Bartholomew Bracewell LLP 2001 M Street, NW Washington, DC 20001 (202) 828-5814 Email: Faren.Bartholomew@bracewell.com
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⁵ 18 C.F.R. § 154.208.

⁶ 18 C.F.R. § 385.2005.

⁷ 18 C.F.R. § 385.2011(c)(5).

⁸ 18 C.F.R. § 385.2010.

Any questions regarding this filing may be directed to E. Adina Owen, Assistant General Counsel II, at (832) 712-5554 or adina.owen@dtmidstream.com.

Respectfully submitted,

/s/ E. Adina Owen

E. Adina Owen
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Houston, TX 77002

Attachments

DT Midstream, Inc.
500 Woodward Ave.
Suite 2900
Detroit, MI 48226

Appendix A

Clean Tariff Record

FERC GAS TARIFF
VOLUME NO. 1
OF
VIKING GAS TRANSMISSION COMPANY
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning this Tariff
Should be Addressed to:

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E-mail: regulatory@dtmidstream.com; adina.owen@dtmidstream.com
Telephone: (313) 774-2614
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Mailing Address:

Viking Gas Transmission Company
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

Web Address: www.dtmidstream.com/company/customers

SYSTEM MAP

Viking's System Map may be viewed and downloaded at <https://dtmidstream.com/company/customers>, by selecting "Viking (VGT) Informational Postings" then "Maps."

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

1. AVAILABILITY

- (a) Company shall provide a monthly balancing service to any person (herein referred to as "Balancing Party") who has executed an Operational Balancing Agreement ("OBA") in the form set forth on Company's Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms. An OBA will be available to:
- (i) the Balancing Party at a receipt point(s) on Company's system;
 - (ii) the Balancing Party at a delivery point(s) on Company's system;
 - (iii) a pipeline whose facilities interconnect with Company's system; provided, however, that this Rate Schedule shall not be applicable to a pipeline who entered into an OBA with Company prior to November 1, 1993 for so long as such agreement is in effect.
 - (iv) a market aggregator who has obtained agency agreements from delivery point Balancing Party that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from the pipeline to the aggregator.
- (b) Subject to Section 6 of this Rate Schedule, Company shall provide a Daily Demand Service with respect to swings in excess of the 5 percent daily variance described in Section 4 of this Rate Schedule to Shippers which operate delivery point(s) and have executed an OBA specifying a daily demand quantity (DDQ) for swing service at specified delivery points, provided that the DDQ requested by a Shipper may not exceed the lesser of (a) 10,000 Dth, or (b) 100 percent of the Maximum Daily Quantity provided at each delivery point under a Shipper's Firm Transportation Agreement.

Daily Demand Service shall also be available on a pro rata basis to other delivery point Balancing Parties not qualifying under Subsection 1(b)(i) of this Rate Schedule to the extent Company determines that there is additional capacity available for the service and that there will be no impairment of firm services.

2. APPLICABILITY

The terms, conditions and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by an OBA. A receipt point OBA may include all receipt points within a rate zone controlled by a single Balancing Party. A delivery point OBA may include all delivery points within a rate zone controlled by a single Balancing Party. A market aggregator OBA may include all delivery points located in the same rate zone of the quantities to be scheduled.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

A Balancing Party will confirm nominations of the quantities to be scheduled at receipt or delivery points, as applicable. Such nominations shall provide a rank ordering of the markets to be served by gas quantities nominated at the receipt point. The Balancing Party will notify Shipper and Company, within two hours of any change in the nomination by an affected Shipper to confirm nominations scheduled for delivery.

Company agrees to perform as Balancing Party on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipelines. To the extent Company incurs any imbalance or cash-out charges or any penalties or other liabilities on such other pipelines, all such expenditures shall be borne by Balancing Parties on Company's system in relation to the share of each Balancing Party's firm deliveries related to such other pipelines.

4. DAILY VARIANCES

- (a) The daily variance for a receipt point OBA shall be the difference between the total quantities scheduled for receipt at that point by confirmed nominations and the actual quantity delivered into Company's system at that point on any Gas Day. The daily variance for a delivery point OBA shall be the difference between the total quantities scheduled for delivery at that point by confirmed nomination and the actual quantity of gas delivered by Company at such point on any Gas Day.
- (b) A Balancing Party electing Daily Demand Service shall pay the daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities plus the DDQ specified in its OBA. A Balancing Party electing Daily Demand Service may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities plus the DDQ specified in its OBA.
- (c) A Balancing Party not electing Daily Demand Service shall pay daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities. A Balancing Party may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party not electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities.
- (d) Based upon the best information available, Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Balancing Party fails to take such corrective action, then Company may, upon 48 hours' notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (e) Section 27 of the General Terms and Conditions shall apply to Rate Schedule LMS Service. Adjustments under Section 27 shall be listed on the Statement of Rates in Company's FERC Gas Tariff.

5. MONTHLY IMBALANCES

- (a) Monthly Imbalance Trading
 - (i) Availability

Monthly Imbalance Trading shall be available to any non-interstate pipeline, market aggregator, receipt point Balancing Party, delivery point Balancing Party or its designated agent. Monthly Imbalance Trading shall mean the trading of the monthly imbalances between two such Balancing Parties for the month in which the imbalances occurred.

(ii) Operational Impact Area

Operational Impact Area is the largest possible area on Company's system in which imbalances have a similar operational effect and within which the Balancing Party can trade imbalances without incurring any charges for Transportation Service, except for any fuel and losses resulting from the trade. On Company's system there are two (2) Operational Impact Areas corresponding to the two (2) rate zones on the system.

(iii) Posting of Imbalances for Trade

The Balancing Party may notify Company either electronically or in writing that it wishes its imbalances to be posted on Company's Web Site as being available for trading. The Balancing Party shall communicate to Company the quantity available for trading; the area where the imbalance is located; a contact name, phone number, and e-mail address; and any special conditions.

An Authorization to Post Imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Company by 11:45 a.m. (CCT) shall be effective by 8:00 a.m. (CCT) the next Business Day. An imbalance that is previously authorized for posting shall be posted on or before the ninth (9th) Business Day of the month. [2.3.40]

The Balancing Party may also notify Company to post automatically the Balancing Party's imbalances on Company's Web Site. The Balancing Party shall communicate to Company a contact name, phone number, and e-mail address and any special conditions. Company shall continue to post imbalances for trading until subsequent notice is received by Company to discontinue such posting.

(iv) Trading of Imbalances

After a trade has been negotiated between Balancing Parties, one Balancing Party (the Initiating Trader) shall notify Company electronically or in writing of its request to trade imbalances with another Balancing Party (the Confirming Trader).

In the form prescribed by Company, the Initiating Trader must communicate to Company the parties to the trade; contact names, phone numbers, and e-mail addresses; quantity and zone location of the imbalances to be traded; and the direction of the imbalance trade.

Before Company shall facilitate the imbalance trade, the Confirming Trader must verify the terms of the trade and, in the form prescribed by Company, notify Company of its acceptance of such terms.

Company shall notify both the Initiating Trader and the Confirming Trader of Company's acceptance of the imbalance trade no later than noon (CCT) on the first Business Day after the Confirming Trader has notified Company of its acceptance of the terms of the trade.

Any imbalance trade must be requested and confirmed by no later than the fifth Business Day after the end of the month in which the imbalances occurred.

An imbalance trade can only be withdrawn by the Initiating Trader and only prior to the Confirming Trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the Confirming Trader and effectuated by Company. [2.3.47]

Company shall permit imbalance trades to the extent operationally feasible. Imbalance trades shall be facilitated at no cost, except the Initiating Trader shall pay for any fuel and losses resulting from the trade.

Company shall reflect the imbalance trade in the month in which it occurred on that month's Imbalance Statement for both parties to the trade.

(b) Imbalance Cash Out

Balancing Party's monthly imbalance shall reflect the net total of daily variances from all points covered by the OBA and any imbalance trades implemented under Subsection 5(a) of this Rate Schedule. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between scheduled nominations at receipt points covered by a receipt point OBA and between deliveries and scheduled nominations at delivery points covered by a delivery point OBA. Company shall divide the monthly imbalance by the sum of the scheduled nominations for all Gas Days of the month for all points covered by the OBA to determine the monthly imbalance to be cashed out as set forth below:

(i) Receipt Point OBA

If the monthly imbalance is due to an excess of receipts relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. If the monthly imbalance is due to a deficiency in receipts relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage.

(ii) Delivery Point OBA

If the monthly imbalance is due to an excess of deliveries relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. If the monthly imbalance is due to a deficiency of deliveries relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage. In addition to correcting the monthly imbalance in cash, (a) Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than scheduled nominations, or (b) Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than scheduled nominations. The "Transportation Component" shall be equal to the Commodity Rate under the applicable rate schedule for transportation to the applicable zone multiplied by the monthly imbalance, plus any applicable fuel and use charges.

Schedule A

<u>Monthly Imbalance Percentage</u>	<u>Company Pays Balancing Party the Following Percentage of the Index Price</u>
0-5%	100%
>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

<u>Monthly Imbalance Percentage</u>	<u>Balancing Party Pays Company the Following Percentage of the Index Price</u>
0-5%	100%
>5-10%	115%
>10-15%	130%
>15-20%	140%
>20%	150%

The Index Price shall be determined on a weekly and monthly basis. Each Weekly Index Price shall equal the higher of either price published in Gas Daily's "Weekly Price Survey" for Emerson, Viking GL or for ANR, ML 7 for such week. The Weekly Index Price will be posted on Company's System a reasonable time after receipt of Gas Daily's "Weekly Price Survey." For purposes of determining the cash out of imbalances in accordance with Schedules A and B herein, the Average Monthly Index Price shall be the average of the Weekly Index Prices determined during a given month.

If none of the Gas Daily's "Weekly Price Surveys" for a given month includes a price for Emerson, Viking GL or ANR, ML 7, the Average Monthly Price Index for such month shall be the average of the existing Weekly Index Prices for the month.

If a Weekly Index Price for gas at Emerson, Viking GL or ANR, ML 7 is no longer published, Company shall identify on its Internet Web Site an alternative spot price index to be used.

A delivery point Balancing Party or market aggregator which has OBAs in more than one rate zone may net the monthly imbalances between such OBAs; provided however, that such Balancing Party or market aggregator shall pay to Company a charge equal to the difference between the applicable daily reservation rates applied to any excess quantities delivered in a downstream rate zone which are netted against quantities not delivered in an upstream rate zone.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff; provided that Company shall have the right, but not the obligation, to delay invoicing for such matters until the fifteenth (15th) day of the second month following the month of delivery.

(c) Access to Information

Upon request, and to the extent Company has electronic measurement information available to it, Company will make available within one Business Day the best information it has concerning the total physical deliveries at applicable receipt and delivery points. Company will also make available by electronic means the best information it has concerning the scheduled and allocated receipts and deliveries at all of Balancing Party's receipt and delivery points by the end of the third Business Day after each Gas Day. This information will include electronic gas measurement data at meters where such data is utilized for billing purposes (Electronic Data). Company will designate the points where Electronic Data is available. Balancing Parties will be entitled to rely on the Electronic Data for purposes of correcting imbalances during the month. Balancing Parties will not be entitled to rely on the data from other receipt or delivery points for purposes of correcting imbalances during the month and will be responsible for verifying the actual receipts and deliveries at receipt and delivery points where no Electronic Data is available. Imbalances will be cashed-out on the basis of actual receipts and deliveries and scheduled nominations; provided that the penalty level associated with imbalances that are associated with

receipt or delivery points where Electronic Data is available will be based upon the lesser of (1) the monthly imbalance reported by Company for the last day of the month based upon the Electronic Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations; provided, however, that if the monthly imbalance reported by Company for the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the month and (1) such adjustment materially increases the level of the imbalance and (2) Balancing Party did not have adequate time to correct the imbalance by adjusting nominations, receipts or deliveries, then the penalty level associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported on the 20th day of the calendar month plus the imbalance reported for each subsequent day in the calendar month, or (b) the monthly imbalance based upon actual deliveries at such points to the extent that applicable OBA documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Company, but rather as the result of the action or inaction of third parties, then the penalty level associated with monthly imbalances occurring at such points will be based upon the Electronic Data, unless Company also incurs penalties, in which event the penalties to Shipper will be determined based upon actual deliveries.

- (d) Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions or caused by Company's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5 percentage tolerance level, as set forth in Section 5 of this Rate Schedule.
- (e) Operational Integrity

Nothing in this Section 5 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Company to transport quantities scheduled by any Shipper.

6. CONDITIONS AND LIMITATIONS APPLICABLE TO DAILY DEMAND SERVICE

- (a) The availability of Daily Demand Service shall be subject to the following conditions:
 - (i) the maintenance by Company at all times of a quantity of line pack sufficient to ensure the delivery of all nominated firm quantities, such quantity to be determined by Company after taking into account the operational and other requirements existing from time to time on its system; and
 - (ii) the execution by each Shipper receiving Daily Demand Service of a gas supply contract that obligates the gas supplier to deliver at such Shipper's Primary Receipt Point(s), on a firm basis and within the time period and at the hourly rate specified in an Operational Flow Order, a quantity of gas during any Gas Day at least equal to such Shipper's level of Daily Demand Service; and
 - (iii) the designation by each Shipper receiving Daily Demand Service of an agent, employee, department or group with the authority to (a) control the nomination of quantities under each of the gas supply contracts entered into by such Shipper described in Subsection 6(a)(ii) of this Rate Schedule, and (b) implement Operational Flow Orders with respect to such Shipper. Shipper's designee shall be available during all hours of the Gas Day to control such nominations and implement Operational Flow Orders.
 - (iv) the full compliance by Shipper's designees and by all Shippers not receiving Daily Demand Service with the terms of any Operational Flow Orders; and

- (v) the installation of any facilities necessary to electronically measure the receipt and delivery of natural gas at such points as determined by Company on its system.
- (b) Daily Demand Service is only available to those Shippers eligible for and electing to receive such service in accordance with the procedures established in Docket No. RS92-52. In no event shall a Shipper's DDQ exceed the quantity such Shipper elected to receive pursuant to the procedures in Subsection 1(b) of this Rate Schedule.
- (c) If, on any Gas Day, Company determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to satisfy all requirements for Daily Demand Service, or if any of the conditions set forth in Subsection 6(a) of this Rate Schedule are not satisfied in full, Company shall reduce the Daily Demand Service available to each Shipper pro rata on the basis of the Daily Demand Quantity of such Shipper; provided, however, that if the amount of Daily Demand Service is reduced due to the failure of a Shipper to comply with an Operational Flow Order, Company shall, to the extent practicable, first reduce the Daily Demand Service available to such Shipper prior to reducing the Daily Demand Service available to other Shippers.
- (d) Nothing in Subsection 6(a) of this Rate Schedule shall limit the ability of a Shipper to contract with any gas supplier it desires, provided that Shipper agrees to the appointment of a Shipper's designee in accordance with Subsection 6(a)(iii) of this Rate Schedule.

7. RESERVED FOR FUTURE USE

8. APPLICABLE RATES

The rates for service under this Rate Schedule, when applicable, are the applicable Maximum Rates listed on the Statement of Rates in Company's FERC Gas Tariff.

9. WAIVER

Company may waive any rights hereunder or any obligations of Balancing Provider hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or further rights or obligations, whether of a like or different character.

10. GENERAL TERMS AND CONDITIONS

Balancing Provider shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule.

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms when used in this Tariff and in any Transportation Agreement incorporating this Tariff, shall be construed to have the following meanings:

- The term "Agreement" shall mean an executed agreement, including Transportation Agreement, for service under any of Company's existing rate schedules.
- The terms "Balancing Party" or "Balancing Parties" shall mean person(s) or entity(s) who have executed an OBA in the form set forth on Company's Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms or in a form acceptable to Company and who satisfy the requirements of Subsection 1(a) of Rate Schedule LMS.
- The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at the standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.
- The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico. [3.2.1]
- The term "Category 1 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of less than three (3) years.
- The term "Category 2 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of three (3) years to less than five (5) years.
- The term "Category 3 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of five (5) years or more.
- The term "Company" shall mean Viking Gas Transmission Company, a "Service Provider" pursuant to NAESB WGQ Standards.
- The term "cubic foot" shall mean the quantity of gas that occupies one (1) cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of .33 pounds per square inch above an assumed atmospheric pressure of 14.44 pounds per square inch (14.73 pounds per square inch absolute).
- The term "Customer" shall be defined as any person, including Shipper, who has executed an agreement with Company under any of Company's rate schedules contained in this Tariff.
- The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is 1,000,000 British thermal units. The standard quantity for nominations, confirmation and scheduling is Dths per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 Dth = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dths and gigajoules is 1.055056 gigajoules per Dth and between Dths and gigacalories is 0.251996 gigacalories per Dth. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14]

- The term "Displacement" or "Displacement Service" shall mean the non-physical movement of gas volumes, which is dependent on a substitution from one source of natural gas at one point for another source of natural gas from a different point.
- The term "Equivalent Quantity" unless otherwise stated in the Transportation Agreement shall mean that during any given period of time the quantities of gas delivered hereunder at the Point(s) of Delivery shall be the thermal equivalent of the quantities of gas received at the Point(s) of Receipt for transportation less thermal quantities of gas for Shipper's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.
- The term "FERC" shall mean the Federal Energy Regulatory Commission or any successors thereto.
- The term "Gas Day" shall mean a period of twenty-four consecutive hours beginning and ending at 9:00 a.m. Central Clock Time (CCT). The reference date for any Gas Day shall be the date of the beginning of such Gas Day. [1.3.1]
- The term "In-Direction" shall mean a firm nomination line item that has a nomination for movement in the same direction as the Customer's current Transportation Path.
- The term "In-Path" shall mean a firm nomination line item that has a nomination with both the receipt point and delivery point within the Customer's current Transportation Path.
- The terms "Internet Web Site" or "System" shall mean Company's computer information and scheduling system, accessed through Company's Interactive Internet Web Site or through Electronic Data Interchange.
- The term "Mcf" shall mean 1,000 cubic feet of gas.
- The term "month" shall mean the period from 9:00 a.m. CCT on the first day of the calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.
- The terms "Operational Balancing Agreement" or "OBA" shall mean the contract between Company and Balancing Party which specifies the procedures to manage operating variances at an interconnect. Company shall use the NAESB WGQ Model OBA whenever possible. Company shall enter into an OBA at all pipeline-to-pipeline (interstate and intrastate) interconnects. The OBA parties will take the necessary steps to ensure that the cumulative daily OBA imbalance is maintained at or tends towards a zero imbalance. [2.2.1] [6.5.2] [2.3.29]
- The term "Operational Flow Order" (OFO) shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Company's system or to maintain operations required to provide efficient and reliable firm service. Whenever Company experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order. Company shall attempt to minimize the use of OFOs and the declaration of critical periods and, when possible, shall direct an OFO to the specific party(s) creating the operating condition. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties. [1.2.6] [1.1.12] [1.3.26]
- The term "Out-of-Direction" shall mean a firm nomination line item that has a nomination for movement in the opposite direction as the Customer's current Transportation Path.

- The term "Out-of-Path" shall mean a firm nomination line item that has a nomination from or to a point outside of the Customer's current Transportation Path.
- The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) that the firm Customer has designated as its Primary Delivery Point(s) in Exhibit A of its Firm Transportation Agreement.
- The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) that the firm Customer has designated as its Primary Receipt Point(s) in Exhibit A of its Firm Transportation Agreement.
- The term "quantity," where used herein, shall mean the number of Mcf adjusted for heat content (in Btu's or Dths). The standard quantity for nominations, confirmation and scheduling is Dths per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 Dth = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dths and gigajoules is 1.055056 gigajoules per Dth and between Dths and gigacalories is 0.251996 gigacalories per Dth. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14]
- The term "Service Requester" shall mean a Customer or its Nomination Agent (one who has been pre-designated by Customer to serve in such role). If a Customer elects to use a Nomination Agent for a given service agreement, the Nomination Agent replaces the Customer as the sender of the nomination information as well as the receiver of the nomination-related information from Company for such agreement.
- The term "Shipper" shall mean any transportation customer of Company.
- The term "Summer Season" shall refer to the months of April through October.
- The terms "System" or "Internet Web Site" shall mean Company's computer information and scheduling system, accessed through Company's interactive Internet Web Site or through Electronic Data Interchange.
- The term "Title Transfer Tracking Service Provider" (TTTSP) shall be a party conducting the title transfer tracking activity. [1.2.16]
- The term "Total Heating Value," when applied to a cubic foot of gas, shall mean the number of Btu's produced by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Subsection 2.1 of the General Terms and Conditions.
- The term "Transportation Agreement" shall mean an executed transportation service agreement in the form set forth in this Tariff pursuant to Rate Schedule(s) FT-A, IT and/or AOT.
- The term "Transportation Service" shall include transportation, exchange or Displacement Service.

- The term "Transportation Path" shall mean the pipeline path and flow direction from and including the farthest Primary Receipt Point to and including the farthest Primary Delivery Point as stated in Shipper's Exhibit A for each firm transportation agreement. In the event of multiple Primary Receipt Points and/or Primary Delivery Points, unless otherwise indicated on Shipper's Exhibit A, the Primary Path(s) shall be determined by allocating the MDQ designated for each Primary Receipt Point in the Firm Transportation Agreement on a pro rata basis to each Primary Delivery Point designated in the Firm Transportation Agreement; provided however, that in no event can the Primary Path capacity extending from a Primary Receipt Point to a Primary Delivery Point exceed the MDQ at either that Primary Receipt Point(s) or that Primary Delivery Point(s) as was designated in the Firm Transportation Agreement for that specific point.
- The term "Transportation Quantity" or "TQ" shall mean the sum of the MDQs in Dths of gas as specified for the Primary Delivery Points on Exhibit A of the Firm Transportation Agreement and shall mean the quantity of natural gas specified on Exhibit A of the IT Agreement which Company agrees to transport and deliver, subject to Article 2 of the applicable Firm or Interruptible Transportation Agreement, for the account of Shipper on each Gas Day during the term hereof which shall be expressed in Dth per Gas Day.
- The term "Winter Season" shall refer to the months of November through March.
- The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the Transportation Agreement, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

11. NOTICES

Except when the terms of this Tariff require or allow for communication via Company's System, any communication, notice, request, demand, statement, or bill provided for in the Tariff or in a Transportation Agreement, PAL Agreement, LMS Agreement, or OBA, or any notice which either Company or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either registered or ordinary mail or when sent by express mail service, electronic mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known address, or at such other address as either party may designate. Shipper shall be responsible for ensuring that its designated notice address is current and accurate for all such notices sent pursuant to this Section 11. For purposes of notices that a Shipper sends to Company pursuant to this Section 11, Company's mailing address and electronic mailing addresses are:

Viking Gas Transmission Company
500 Woodward Ave.
Suite 2900
Detroit, Michigan 48226

E-mail for Customer Service & Nominations: InterstateScheduling@dtmidstream.com
E-mail for Commercial: IPLCommercial@dtmidstream.com

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

This Section describes the information and procedures Company will make available to any person.

20.1 Access to Internet Web Site

Company shall provide access to Informational Postings and Customer Activities sites via designated Internet Web Sites.

Company's Trading Partners shall maintain redundant connections to the public Internet for NAESB WGQ Electronic Delivery Mechanism (EDM) Web sites, which include all NAESB WGQ standardized Internet communication. These redundant connections shall be topographically diverse (duality of) paths to minimize the probability of a single port of failure. [4.1.36]

For further information relative to Company's designated Internet Web Site, potential users should contact:

Customer Service & Nominations
Phone Number: 1-800-372-2982
Email: InterstateScheduling@dtmidstream.com

20.2 Informational Postings Site

The Informational Postings site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system including: 1) Operationally Available and Unsubscribed Capacity; 2) Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) FERC Standards of Conduct for Transmission Providers pursuant to 18 CFR Part 358; 6) Critical, Non-Critical, and Planned Service Outage Notices; 7) Posted Imbalances; 8) Company's FERC Gas Tariff; and 9) Transactional Reporting. Other information and/or capabilities to comply with current and future reporting or other requirements as dictated by the FERC also shall be included.

Information posted on Company's Informational Postings Web Site may be fully disseminated by its users.

Company agreements are located on the Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms.

20.3 Customer Activities Site

Company's proprietary business functions are accessible via its Customer Activities site.

- (a) The Customer Activities site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system, in accordance with applicable effective FERC adopted NAESB WGQ standards.
- (b) Any person may communicate with Company via the System, which includes Electronic Data Interchange (EDI) by:
 - (i) acquiring compatible personal computer capability;
 - (ii) executing the applicable access forms with Company; and
 - (iii) receiving a user identification password for accessing such site.

20.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company.

The Electronic Data Interchange Trading Partner Agreement can be found on Company's Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement. [6.3.3]

20.5 Service Complaints

Customers are encouraged to resolve any disputes informally with their designated representatives. A formal complaint concerning any services offered by Company shall be directed, preferably in writing, to the Chief Compliance Officer (CCO), Viking Gas Transmission Company, 500 Woodward Ave, Suite 2900, Detroit, Michigan 48226. The CCO or a designee will respond initially to the complainant within 48 hours (exclusive of weekends and holidays), and in writing within 30 days.

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS

A Shipper (herein referred to as "Releasing Shipper") under Rate Schedule FT-A may notify Company that Releasing Shipper desires to be relieved of all or a portion of the TQ as set forth in its then effective Firm Transportation Agreement. A release for the entire remaining term of the Releasing Shipper's Firm Transportation Agreement shall effect either a permanent assignment or a temporary release. If a Releasing Shipper elects a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

If a Releasing Shipper elects a temporary release, all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the capacity, remain with the Releasing Shipper at the end of the term of the temporary release of all or part of the Releasing Shipper's Transportation Agreement to the Replacement Shipper.

21.1 Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to service on a basis that does not qualify for an exemption from prior posting pursuant to Subsection 21.3 of these General Terms and Conditions may post directly on Company's System the following information:

- (a) Releasing Shipper's name and Firm Transportation Agreement number;
- (b) the portion of the Releasing Shipper's TQ to be released (including any minimum acceptable quantity);
- (c) the proposed commencement date and term of the release (including any minimum acceptable term);
- (d) the amount of the firm capacity to be released at each Primary Point (the total receipt point capacity released shall be equal to the total delivery point capacity released);
- (e) the reservation and/or usage rates and all other applicable rates, charges and surcharges for the released service, including any applicable Minimum Rate(s). For releases with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the reservation and/or usage rates that may be bid may exceed the Maximum Rates for the applicable service being released as set forth on the applicable currently effective tariff sections;
- (f) whether the transportation rights are to be released on a firm or recallable basis and, if on a recallable basis, the specific conditions for recall of the capacity; Pursuant to NAESB WGQ Standard Nos. 5.3.7 and 5.3.8: Company shall support the function of reputting by Releasing Shippers. Reput method and rights shall be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper;
- (g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- (h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;

- (i) whether bids based on a one part volumetric rate will be accepted and, if so, the method for evaluating one part rate bids vis-à-vis two part rate bids and any special conditions associated with release on a volumetric basis;
- (j) any objective, non-discriminatory economic value standard (including tie-breaking methodology) which Releasing Shipper desires Company to utilize to determine the award of released transportation rights as an alternative to the method set forth in Subsection 21.6 of these General Terms and Conditions, including any alternative to choose between bids of equal value. If Releasing Shipper wishes such standard to permit more than one Replacement Shipper, Releasing Shipper must set forth the methodology to be used to select more than one winning bidder.
- (k) the manner in which any refunds in rates and charges ordered by FERC with respect to the released capacity will be distributed by Releasing Shipper to Replacement Shipper;
- (l) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - (i) the identity of the Prearranged Bidder;
 - (ii) the term, quantity and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
 - (iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the release; and
 - (iv) evidence that the Prearranged Bidder meets Company's creditworthiness requirement, unless the Releasing Shipper requests Company to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to commencement of service to the Replacement Shipper.
- (m) any other conditions of the release, including whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification.

21.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain transportation service may post on Company's System in accordance with Subsection 21.4(b) of these General Terms and Conditions, a Replacement Shipper's request to release capacity which shall contain the following information:

- (a) Replacement Shipper's name;
- (b) the TQ desired;
- (c) the desired commencement date and term of the transportation service;
- (d) the desired Primary Receipt and Primary Delivery Point capacity for the transportation service;
- (e) whether Replacement Shipper is seeking firm or recallable service.

21.3 Releases Permitted Without Prior Posting

A Releasing Shipper may release some or all of its transportation rights without competitive bidding if its proposed release qualifies under this Subsection 21.3.

(a) Short-Term Release Election

Competitive bidding for released capacity will not be required if:

- (i) the release term is for a period of 31 days or less;
- (ii) the Releasing Shipper provides Company with the information specified in Subsections 21.1(a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions with respect to the short term release as soon as possible, but not later than the first nomination, after the release transaction commences; and
- (iii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity, or prior to the commencement of service the short-term Replacement Shipper enters into a separate Released Transportation Agreement with Company incorporating the information required by Subsection 21.3(a)(ii) of these General Terms and Conditions and establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

Releases made pursuant to this Subsection 21.3(a) may not be rolled-over, renewed or otherwise extended beyond the term of the original capacity release described above in Subsection 21.3(a)(i) to the same Replacement Shipper unless the Releasing Shipper follows the prior posting and bidding procedures or the Replacement Shipper qualifies for any of the other exemptions from the prior posting and bidding procedures pursuant to Subsections 21.3(b), (c), and (d). The Releasing Shipper may use this Subsection 21.3(a) to release the capacity again to the same Replacement Shipper commencing 28 days from the end of the original release.

(b) Maximum Rate Prearranged Bidder

Competitive bidding for released capacity will not be required if a Prearranged Bidder has agreed to pay Company's maximum applicable rates and to the maximum term and quantity stated in the Release Request and the pre-arranged release is for a term of more than one year. Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences; and
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(c) Asset Manager

Competitive bidding for released capacity will not be required if a Prearranged Bidder is an asset manager as defined in 18 C.F.R. 284.8(h)(3). Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1 (a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company of the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect.
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(d) Marketer participating in a state-regulated retail access program

Competitive bidding for released capacity will not be required if a Prearranged Bidder is a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. 284.8(h)(4). Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company that the release is to a marketer participating in a state-regulated retail access program.
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

21.4 Posting of Release Requests and Replacement Shipper Requests

- (a) Releasing Shipper shall post all applicable information required by Subsection 21.1 of these General Terms and Conditions on Company's System, which system will automatically assign an individual release number to such release. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such release ("Bidding Period"), shall be as set forth in Subsection 21.8 of these General Terms and Conditions.
- (b) Releasing Shipper may withdraw its release up to the close of the applicable Bidding Period; provided, however, withdrawal will not be allowed if a valid bid(s) meeting the Releasing Shipper's minimum requirements has been submitted unless such Releasing Shipper can demonstrate a valid basis for such withdrawal which does not work to unduly discriminate against Bidders.

The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum Bid has been made. [5.3.16]

- (c) Replacement Shipper shall post all applicable information required by Subsection 21.2 of these General Terms and Conditions on Company's System. Such requests shall remain posted for a period of four weeks or until a transaction is effected, whichever is the shorter period.
- (d) Company shall post Offers and Bids, including prearranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such Offer, and the Company shall support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB WGQ Standard No. 5.3.2. [5.3.24] Company makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Company shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except that resulting from the negligence, bad faith, fraud or willful misconduct of Company.
- (e) Company may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Releasing Shipper's request to permanently release capacity is denied, Company shall notify Releasing Shipper in writing of the reason for such denial.

21.5 Bidding for Transportation Rights

- (a) Persons that desire to bid on released transportation rights must pre-qualify with Company by entering into a Released Transportation Agreement with Company and by demonstrating creditworthiness, in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 22 of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm Shippers under Subsection 22.3 of these General Terms and Conditions. Company will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a release, and permit them to submit Bids, if the Releasing Shipper provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to the commencement of service to the Replacement Shipper.
- (b) Bidders prequalified pursuant to Subsection 21.5(a) of these General Terms and Conditions may submit Bids during the Bidding Period applicable to a release. All bids must be submitted via Company's System. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through the System; provided that the System will be programmed such that upon submission all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period. Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. Pursuant to NAESB WGQ Standard Nos. 5.3.13, 5.3.14, 5.3.15: Bids shall be binding until notice of withdrawal is received by the Company on its Customer Activities Web site. Offers shall be binding until notice of withdrawal is received by the Company on its Customer Activities Web site. Bids cannot be withdrawn after the bid period ends.

Bids must contain the following information:

- (i) the identity of the Bidder (which will be concealed during the Bidding Period);

- (ii) the Firm Transportation Agreement number of the Releasing Shipper and release number to which the Bid relates;
- (iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which shall be no less than any minimum bid rate(s) specified in the release;
- (iv) the quantity applicable to the Bid, which must be no less than the minimum specified in the release;
- (v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the release, or be no less than any minimum term specified in the release; and
- (vi) whether the Bid is contingent and, if so, the basis for the contingency.

All bids must be for the receipt and delivery points specified in the release. The receipt and delivery points awarded a Replacement Shipper in accordance with this Section shall be specified on its Transportation Agreement. Replacement Shipper shall be eligible for the use of secondary points in accordance with the priority afforded the released transportation in accordance with Subsection 3.5 of these General Terms and Conditions.

21.6 Determination of Successful Bidder

Company shall determine the successful bidder in accordance with the following procedures:

- (a) If the release specifies an economic value standard for the award of released transportation rights, Company shall apply such standard including any designated tie-breaking procedure if necessary, to determine the successful Bidder. Company's application of Releasing Shipper's economic value standard shall result in as many successful bidders as mandated thereby.

For the capacity release business process timing model, only the following methodologies are required to be supported by Company and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the Awards from the Bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. [5.3.3]

Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the Company. However, the Company is not required to offer other choices or similar timeline treatment for other choices, nor, is the Company held to the timeline should the Releasing Shipper elect another method of evaluation. [5.3.3]

- (i) If the Present Value Method is chosen in the release, Company shall evaluate the Bids and award the capacity based on the following procedures. Company shall determine the bid or bids having the highest present value ("PV") based on the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid Quantity}) \times \frac{1 - (1+i)^{-n}}{i}$$

where

Bid Rate = for firm releases, the reservation charge which the Bidder has agreed to pay; for interruptible releases, the usage charge which the Bidder has agreed to pay.

Bid Quantity = the quantity stated in the Bid.

i = interest rate per month (which shall be the then current maximum yield on five year U.S. Government Treasury notes divided by 12), (Company will post the current Treasury note rate on its System); and

n = the lesser of (i) the term proposed by the Bidder or (ii) 60 months.

- (ii) If the net revenue method is chosen, Company shall determine the bid or bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) * (\text{Bid Term}) * (\text{Bid TQ})$$

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for reservation rate bids, the charge is calculated by multiplying the bid rate received from the Bidder by 12/365.

Bid Term = the term proposed by the Bidder in days.

Bid TQ = the TQ stated in the Bid measured in Dekatherms.

- (b) If a release includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder if its Bid either (a) is equal to or is higher than the Bid with the greatest economic value under the standard submitted by the Releasing Shipper, or (b) has a rate which is equal to or higher than the highest rate of the Bids submitted by all other Bidders, or (c) if the Prearranged Bidder agrees to match any Bid having a greater economic value or higher rate, as applicable, within the time period provided by Subsection 21.7 of these General Terms and Conditions.
- (c) If only one Bidder has submitted a Bid which reflects either the greatest economic value or highest rate, as applicable, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of first refusal (matching) as set forth above.
- (d) If two or more Bidders have submitted Bids which reflect the greatest economic value or the highest rate, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded to the Bid submitted and received earliest by Company's Customer Activities site, unless, in accordance with Subsection 21.1(j) of these General Terms and Conditions, the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker").
- (e) When the Company makes awards of capacity for which there have been multiple Bids meeting minimum conditions, the Company shall award the Bids, best Bid first, until all offered capacity is awarded. [5.3.4]
- (f) For informational purposes only, Company shall post on its System the identity of the winning bidder and the terms of the successful bid.

- (g) Prior to the commencement of service pursuant to the release, Company shall prepare and transmit to the successful Bidder a Transportation Agreement stating the quantity, rates, term, MDQ at all Primary Receipt Points and the MDQ at all Primary Delivery Points, governing rate schedule, and any special terms and conditions for each awarded release. Releasing Shipper's Transportation Agreement will be amended to reflect that the Releasing Shipper has released all or a portion of its transportation rights.
- (h) Company shall not award capacity release offers to Replacement Shipper until and unless Replacement Shipper meets Company's creditworthiness requirements applicable to all services that it receives from Company, including the service represented by the capacity release. [5.3.59]

21.7 Applicable Deadlines

The capacity release timeline applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Company with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. [5.3.1]

Further, the Company may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the Company). [5.3.1]

- (a) Releasing Shipper shall post the release on Company's System. The standard capacity release administrative timeline is as follows (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):
- (b) For biddable releases (1 year or less) [5.3.2]:
 - Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
 - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
 - If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
 - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
 - The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

- Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.

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

For non-biddable releases:

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

21.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Released Transportation Agreement, provided that the re-release is not inconsistent with the original Releasing Shipper's release. A Replacement Shipper seeking to re-release capacity will be subject to the same terms and conditions set forth in this Section that apply to Releasing Shippers as well as any limitations established in the original release of capacity.

The Company shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations). [5.3.19]

21.9 Submission of Information

Shippers shall submit all necessary information, releases, Replacement Requests and bids to Company via Company's System.

21.10 Marketing of Released Capacity

Company shall have no obligation to market any capacity available to be released by a Releasing Shipper. Company, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

21.11 Further Conditions on Release of Transportation Rights

- (a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable FERC rules, orders and regulations.
- (b) All terms and conditions in all releases must be objectively stated, applicable to all Bidders and non-discriminatory.
- (c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Released Transportation Agreement.
- (d) For volumetric releases with a term of more than one year, or for volumetric releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the Maximum Rate shall not exceed the daily demand rate for the released capacity. Such Maximum Rate for volumetric releases only applies to the reservation portion for the rate; the Replacement Shipper will also be liable for all applicable usage charges. The Maximum Rates for all other releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release shall be the applicable maximum reservation rate and commodity rate, as well as all other applicable rates, charges and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper. To the extent the Commission has a policy providing a Maximum Rate ceiling for capacity releases, for a Shipper that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement, the Maximum Rate ceiling for capacity releases, regardless of the term of the underlying contract, shall be the Category 1 rate applicable to the Rate Schedule of the underlying contract.
- (e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Agreement and with this Tariff, including the provisions on nominations and scheduling of service and curtailment of service.
- (f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Company, Company's Tariff shall specify whether the quantity should be expressed in terms of (i) total released capacity entitlements or (ii) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either (i) or (ii) should be the same. [5.3.55] The recall notification to Company shall specify the quantity in terms of total released capacity entitlements.

Company shall support the following recall notification periods for all released capacity subject to recall rights (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17) [5.3.44]:

(i) Timely Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due.

(ii) Early Evening Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due.

(iii) Evening Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due.

(iv) Intraday 1 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due.

(v) Intraday 2 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.

(vi) Intraday 3 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

(g) Company may invalidate any release or any bid subsequent to its posting on its System which does not conform in all respects to the requirements of Company's Tariff and such invalidated release or bid shall be deemed null and void.

(h) Notwithstanding any release hereunder, all Releasing Shippers shall remain responsible for payment of the reservation charge for firm transportation service released. The Releasing Shipper shall receive a reservation credit equaling the reservation dollars which Company receives from the Replacement Shipper. The Releasing Shipper will receive credit at the same time Company invoices the Replacement Shipper for the released capacity, provided, if the Replacement Shipper defaults and Company must seek payment from the Releasing Shipper,

Company will assess the Releasing Shipper interest at the FERC approved rate. A reservation rate for the purposes of this Section consists of (i) the base reservation rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the reservation charge shall equal the daily reservation rate multiplied by the applicable quantity plus all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base reservation rate. Therefore, a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges. Company shall adjust the Releasing Shipper's reservation credit to the extent necessary to implement the reservation charge credits set forth in Section 34 of these General Terms and Conditions. In no event shall the reservation charge credits set forth in Section 34 of the General Terms and Conditions plus any reservation credits provided under this Section 21.11 exceed in total, with respect to the Releasing Shipper and Replacement Shipper(s) combined, the total amount invoiced by Company to such Releasing Shipper and Replacement Shipper(s) combined.

- (i) Company shall bill Replacement Shipper based upon the rates, charges and surcharges incorporated by Exhibit into the Released Transportation Agreement. For releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, Company shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge, which the Releasing Shipper shall pay to Company with interest thereon, which interest shall be calculated from the date which Company credited the Releasing Shipper for the applicable reservation charges in accordance with the above.

As a courtesy to Releasing Shipper, Company shall endeavor to notify Releasing Shipper of the Replacement Shipper's failure to pay its bill in full when due after Company becomes aware of such failure; provided, however, that Company's inability or failure to provide notice to Releasing Shipper shall not excuse Releasing Shipper from making timely and full payment of the applicable reservation charges. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Company to exercise the remedies available under the Firm Transportation Agreement and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Company.

- (j) Any increase in Company's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its release for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Company's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid by Company to the Releasing Shipper and distributed to the Replacement Shipper in the manner specified in the release and incorporated in the Released Transportation Agreement. For releases not subject to the Maximum Rate, i.e., with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the rate paid by the Replacement Shipper will be deemed to be a final rate and is not subject to refund.
- (k) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Firm Transportation Agreement and governing rate schedule and the Released Transportation Agreement.

- (l) Company shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Company's Tariff and their respective Firm Transportation Agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Company's sole opinion, inconsistent or conflicting, Company shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Company is unable to resolve the conflict prior to the time that it must take the required action, Company shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Company's Tariff or the terms of either the Releasing Shipper's or

Replacement Shipper's Firm Transportation Agreement, in Company's sole opinion. The Releasing Shipper will indemnify Company against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the Releasing Shipper's nominations and instructions and will hold Company harmless for any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Company against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Company harmless for any actions taken by Company in reliance upon the instructions of the Releasing Shipper.

21.12 Nondiscrimination

Company will consider requests for release and bids on a nondiscriminatory basis.

21.13 Request to Purchase Releasable Capacity

Under this Section 21, Company shall provide the ability for a potential Replacement Shipper to communicate to potential Releasing Shippers, through the Company, a request to purchase capacity that is releasable. Such request shall be provided to Company electronically and shall include, at a minimum, the following types of information: contact information, quantity(ies) requested, date range, location information, other terms and conditions specified by the potential Replacement Shipper, and any additional information as required by Company. Company shall post on its Informational Postings Web site under the Notices category, pursuant to NAESB WGQ Standard No. 4.3.23, instructions on how a request shall be electronically provided to Company. [5.3.73]

Company shall post such request on its Informational Postings Web site as a Notice identified by a NAESB-defined Notice Type that indicates that it is a request to purchase capacity through the capacity release process and such Notice shall be provided pursuant to NAESB WGQ Standard No. 5.4.16. [5.3.73] Company shall post such request for the period requested by the potential Replacement Shipper.

31. ELECTRONIC CONTRACT EXECUTION

Electronic contract execution is available to Shippers provided that such party shall have previously 1) met the requirements of the applicable Rate Schedule and the General Terms and Conditions of this Tariff and 2) received electronic contracting rights for Company's Customer Activities site.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. _____) is entered into as of _____, 20____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.

6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.

6.3 New Facilities Charge - _____

6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty

(30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

SHIPPER: _____

BY: _____

TITLE: _____

EXHIBIT A-____ 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED _____

BETWEEN

AND
VIKING GAS TRANSMISSION COMPANY

Effective from _____ through _____ for each year of the Agreement
with the term ending _____ 2/

Transportation Quantity: _____ Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Displacement Service: Yes _____ No _____

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED _____.

Agreement No. _____

EXHIBIT B
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

___(i) at a rate of \$ _____ /Dth; or

___(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or

___(iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

___(i) at a rate of \$ _____ /Dth; or

___(ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

SUPERSEDES EXHIBIT B DATED: _____

Agreement No. _____

EXHIBIT C
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

DISCOUNTED RATE AGREEMENT

Shipper and Company agree to a discounted rate in accordance with Subsection 5.2 of Rate Schedule FT-A and Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until and including _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that the changes designated on this Exhibit C are the only changes to its obligation to otherwise pay charges for Rate Schedule FT-A service in accordance with the general Statement of Rates contained in the Company's FERC Gas Tariff, as revised from time to time.

Specification of discounted rate: 1/

Company and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: _____

Quantity: _____

Quantity Level: _____

Time Period: Start Date _____ End Date _____

Contract: Discounted Monthly Reservation Rate per Dth _____

Discounted Daily Commodity Rate per Dth _____

Point: Receipt Point _____

Delivery Point _____

Point to Point: Receipt Point _____ to Delivery Point _____

Zone: Receipt Point _____ to Delivery Point _____

Relationship: _____

Rate Component: _____

Index Price Differential: _____

Narrative Description of Discount Rate:

SUPERSEDES EXHIBIT C DATED: _____

1/ See Section 17.3 of the General Terms and Conditions of Company's FERC Gas Tariff for descriptions of the discount rate types.

Agreement No. _____

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) (Agreement No. _____) is made and entered into as of _____, 20____, by and between VIKING GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer".

WHEREAS, Buyer desires to engage Company to provide PAL service; and

WHEREAS, Company desires to provide PAL service to Buyer;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Parking Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Lending Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit(s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

This Agreement shall become effective _____ and shall remain in full force and effect until _____ and month to month thereafter. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article is to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Buyer shall initiate a request for PAL service by executing and delivering to Company one or more Exhibit(s) A. Upon execution by Company, Buyer's Exhibit(s) A shall be incorporated in and made a part hereof.

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

VIKING GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

BUYER: _____

BY: _____

TITLE: _____

VIKING GAS TRANSMISSION COMPANY
EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT
Rate Schedule PAL

COMPANY: Viking Gas Transmission Company

BUYER: _____

TYPE OF AGREEMENT: (Parking or Lending)

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum PAL Quantity Dekatherms	Daily*** Rate per Dekatherm	Parking Point	Lending Point
1) Buyer Nominated Parking/Lending Service (NPL)*	☐						-----	-----	-----
2) Buyer Requested Term Parking/Lending Service (RPL)**	☐								
3) Company Offered Parking/Lending Service (OPL)**	☐								
4) Buyer Authorized Automatic Parking/ Lending Service (APL)*	☐							-----	-----

Ratable Schedule: (Yes or No)

*Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

**Maximum PAL Quantity available during the term of the Exhibit A.

***If this Exhibit A is at a Negotiated Rate, see description below.

Description of Negotiated Rate:

This Exhibit A is made and entered into as of _____, 20__.

Agreement No. _____

Appendix B

Marked Tariff Record

FERC GAS TARIFF
VOLUME NO. 1
OF
VIKING GAS TRANSMISSION COMPANY
FILED WITH THE
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning ~~T~~his Tariff
Should be Addressed to:

~~Denise Adams-E. Adina Owen~~
~~Director, Regulatory Affairs~~ Assistant General Counsel II
E-mail: ~~regulatoryaffairs@oneok.com~~ regulatory@dtmidstream.com; adina.owen@dtmidstream.com
Telephone: ~~(918) 732-1408~~ [\(313\) 774-2614](tel:(313)774-2614)
Facsimile: ~~(918) 732-1363~~ [\(713\) 224-6226](tel:(713)224-6226)

Mailing Address:

~~Viking Gas Transmission Company~~
~~P.O. Box 871~~
~~Tulsa, Oklahoma 74102-0871~~

~~Address for Courier Delivery:~~

~~Viking Gas Transmission Company~~
~~ONEOK Plaza~~ [500 Woodward Ave.](#)
~~100 West 5th Street~~ [Suite 2900](#)
~~Tulsa, Oklahoma 74103~~ [Detroit, Michigan 48226](#)

Web Address: ~~www.oneok.com/vgt~~ www.dtmidstream.com/company/customers

SYSTEM MAP

Viking's System Map may be viewed and downloaded ~~on its Web Site, at~~
~~<http://www.oneok.com/vgt>~~<https://dtmidstream.com/company/customers>, by selecting "Viking (VGT) Informational
Postings," then "VGT System Maps," ~~then selecting a specific map from the drop-down option.~~

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

1. AVAILABILITY

- (a) Company shall provide a monthly balancing service to any person (herein referred to as "Balancing Party") who has executed an Operational Balancing Agreement ("OBA") in the form set forth on Company's ~~Web~~ ~~Site~~ ~~Informational~~ ~~Postings~~ ~~Web~~ ~~Site~~ (~~www.oneok.com/vg~~<https://dtmidstream.com/company/customers/>) under ~~Customer Activities~~ ~~Forms~~. An OBA will be available to:
- (i) the Balancing Party at a receipt point(s) on Company's system;
 - (ii) the Balancing Party at a delivery point(s) on Company's system;
 - (iii) a pipeline whose facilities interconnect with Company's system; provided, however, that this Rate Schedule shall not be applicable to a pipeline who entered into an OBA with Company prior to November 1, 1993 for so long as such agreement is in effect.
 - (iv) a market aggregator who has obtained agency agreements from delivery point Balancing Party that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from the pipeline to the aggregator.
- (b) Subject to Section 6 of this Rate Schedule, Company shall provide a Daily Demand Service with respect to swings in excess of the 5 percent daily variance described in Section 4 of this Rate Schedule to Shippers which operate delivery point(s) and have executed an OBA specifying a daily demand quantity (DDQ) for swing service at specified delivery points, provided that the DDQ requested by a Shipper may not exceed the lesser of (a) 10,000 Dth, or (b) 100 percent of the Maximum Daily Quantity provided at each delivery point under a Shipper's Firm Transportation Agreement.

Daily Demand Service shall also be available on a pro rata basis to other delivery point Balancing Parties not qualifying under Subsection 1(b)(i) of this Rate Schedule to the extent Company determines that there is additional capacity available for the service and that there will be no impairment of firm services.

2. APPLICABILITY

The terms, conditions and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by an OBA. A receipt point OBA may include all receipt points within a rate zone controlled by a single Balancing Party. A delivery point OBA may include all delivery points within a rate zone controlled by a single Balancing Party. A market aggregator OBA may include all delivery points located in the same rate zone of the quantities to be scheduled.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

A Balancing Party will confirm nominations of the quantities to be scheduled at receipt or delivery points, as applicable. Such nominations shall provide a rank ordering of the markets to be served by gas quantities nominated at the receipt point. The Balancing Party will notify Shipper and Company, within two hours of any change in the nomination by an affected Shipper to confirm nominations scheduled for delivery.

Company agrees to perform as Balancing Party on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipelines. To the extent Company incurs any imbalance or cash-out charges or any penalties or other liabilities on such other pipelines, all such expenditures shall be borne by Balancing Parties on Company's system in relation to the share of each Balancing Party's firm deliveries related to such other pipelines.

4. DAILY VARIANCES

- (a) The daily variance for a receipt point OBA shall be the difference between the total quantities scheduled for receipt at that point by confirmed nominations and the actual quantity delivered into Company's system at that point on any Gas Day. The daily variance for a delivery point OBA shall be the difference between the total quantities scheduled for delivery at that point by confirmed nomination and the actual quantity of gas delivered by Company at such point on any Gas Day.
- (b) A Balancing Party electing Daily Demand Service shall pay the daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities plus the DDQ specified in its OBA. A Balancing Party electing Daily Demand Service may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities plus the DDQ specified in its OBA.
- (c) A Balancing Party not electing Daily Demand Service shall pay daily overrun charges for that portion of a daily variance that exceeds 5 percent of the scheduled quantities. A Balancing Party may also be subject to an unauthorized overrun charge for quantities outside of the daily limitation as set forth in Section 29 of the General Terms and Conditions. A Balancing Party not electing Daily Demand Service that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement shall pay the Daily Overrun Rate set forth in the Statement of Rates for that portion of a daily variance that exceeds the greater of 500 Dth or 5 percent of the scheduled quantities.
- (d) Based upon the best information available, Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Balancing Party fails to take such corrective action, then Company may, upon 48 hours' notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (e) Section 27 of the General Terms and Conditions shall apply to Rate Schedule LMS Service. Adjustments under Section 27 shall be listed on the Statement of Rates in Company's FERC Gas Tariff.

5. MONTHLY IMBALANCES

- (a) Monthly Imbalance Trading
 - (i) Availability

Monthly Imbalance Trading shall be available to any non-interstate pipeline, market aggregator, receipt point Balancing Party, delivery point Balancing Party or its designated agent. Monthly Imbalance Trading shall mean the trading of the monthly imbalances between two such Balancing Parties for the month in which the imbalances occurred.

(ii) Operational Impact Area

Operational Impact Area is the largest possible area on Company's system in which imbalances have a similar operational effect and within which the Balancing Party can trade imbalances without incurring any charges for Transportation Service, except for any fuel and losses resulting from the trade. On Company's system there are two (2) Operational Impact Areas corresponding to the two (2) rate zones on the system.

(iii) Posting of Imbalances for Trade

The Balancing Party may notify Company either electronically or in writing that it wishes its imbalances to be posted on Company's Web Site as being available for trading. The Balancing Party shall communicate to Company the quantity available for trading; the area where the imbalance is located; a contact name, phone number, and e-mail address; and any special conditions.

An Authorization to Post Imbalances (pursuant to NAESB WGQ Standard No. 2.4.9) that is received by Company by 11:45 a.m. (CCT) shall be effective by 8:00 a.m. (CCT) the next Business Day. An imbalance that is previously authorized for posting shall be posted on or before the ninth (9th) Business Day of the month. [2.3.40]

The Balancing Party may also notify Company to post automatically the Balancing Party's imbalances on Company's Web Site. The Balancing Party shall communicate to Company a contact name, phone number, and e-mail address and any special conditions. Company shall continue to post imbalances for trading until subsequent notice is received by Company to discontinue such posting.

(iv) Trading of Imbalances

After a trade has been negotiated between Balancing Parties, one Balancing Party (the Initiating Trader) shall notify Company electronically or in writing of its request to trade imbalances with another Balancing Party (the Confirming Trader).

In the form prescribed by Company, the Initiating Trader must communicate to Company the parties to the trade; contact names, phone numbers, and e-mail addresses; quantity and zone location of the imbalances to be traded; and the direction of the imbalance trade.

Before Company shall facilitate the imbalance trade, the Confirming Trader must verify the terms of the trade and, in the form prescribed by Company, notify Company of its acceptance of such terms.

Company shall notify both the Initiating Trader and the Confirming Trader of Company's acceptance of the imbalance trade no later than noon (CCT) on the first Business Day after the Confirming Trader has notified Company of its acceptance of the terms of the trade.

Any imbalance trade must be requested and confirmed by no later than the fifth Business Day after the end of the month in which the imbalances occurred.

An imbalance trade can only be withdrawn by the Initiating Trader and only prior to the Confirming Trader's confirmation of the trade. An imbalance trade is considered final when confirmed by the Confirming Trader and effectuated by Company. [2.3.47]

Company shall permit imbalance trades to the extent operationally feasible. Imbalance trades shall be facilitated at no cost, except the Initiating Trader shall pay for any fuel and losses resulting from the trade.

Company shall reflect the imbalance trade in the month in which it occurred on that month's Imbalance Statement for both parties to the trade.

(b) Imbalance Cash Out

Balancing Party's monthly imbalance shall reflect the net total of daily variances from all points covered by the OBA and any imbalance trades implemented under Subsection 5(a) of this Rate Schedule. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between scheduled nominations at receipt points covered by a receipt point OBA and between deliveries and scheduled nominations at delivery points covered by a delivery point OBA. Company shall divide the monthly imbalance by the sum of the scheduled nominations for all Gas Days of the month for all points covered by the OBA to determine the monthly imbalance to be cashed out as set forth below:

(i) Receipt Point OBA

If the monthly imbalance is due to an excess of receipts relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. If the monthly imbalance is due to a deficiency in receipts relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage.

(ii) Delivery Point OBA

If the monthly imbalance is due to an excess of deliveries relative to scheduled nominations, Balancing Party shall pay Company in accordance with Schedule B below. If the monthly imbalance is due to a deficiency of deliveries relative to scheduled nominations, Company shall pay Balancing Party in accordance with Schedule A below. A monthly imbalance that is less than 1000 Dths shall be cashed out at the 0-5 percentage level in accordance with the applicable Schedule A or Schedule B below, regardless of the monthly imbalance percentage. In addition to correcting the monthly imbalance in cash, (a) Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than scheduled nominations, or (b) Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than scheduled nominations. The "Transportation Component" shall be equal to the Commodity Rate under the applicable rate schedule for transportation to the applicable zone multiplied by the monthly imbalance, plus any applicable fuel and use charges.

Schedule A

<u>Monthly Imbalance Percentage</u>	<u>Company Pays Balancing Party the Following Percentage of the Index Price</u>
0-5%	100%
>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

<u>Monthly Imbalance Percentage</u>	<u>Balancing Party Pays Company the Following Percentage of the Index Price</u>
0-5%	100%
>5-10%	115%
>10-15%	130%
>15-20%	140%
>20%	150%

The Index Price shall be determined on a weekly and monthly basis. Each Weekly Index Price shall equal the higher of either price published in Gas Daily's "Weekly Price Survey" for Emerson, Viking GL or for ANR, ML 7 for such week. The Weekly Index Price will be posted on Company's System a reasonable time after receipt of Gas Daily's "Weekly Price Survey." For purposes of determining the cash out of imbalances in accordance with Schedules A and B herein, the Average Monthly Index Price shall be the average of the Weekly Index Prices determined during a given month.

If none of the Gas Daily's "Weekly Price Surveys" for a given month includes a price for Emerson, Viking GL or ANR, ML 7, the Average Monthly Price Index for such month shall be the average of the existing Weekly Index Prices for the month.

If a Weekly Index Price for gas at Emerson, Viking GL or ANR, ML 7 is no longer published, Company shall identify on its Internet Web Site an alternative spot price index to be used.

A delivery point Balancing Party or market aggregator which has OBAs in more than one rate zone may net the monthly imbalances between such OBAs; provided however, that such Balancing Party or market aggregator shall pay to Company a charge equal to the difference between the applicable daily reservation rates applied to any excess quantities delivered in a downstream rate zone which are netted against quantities not delivered in an upstream rate zone.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff; provided that Company shall have the right, but not the obligation, to delay invoicing for such matters until the fifteenth (15th) day of the second month following the month of delivery.

(c) Access to Information

Upon request, and to the extent Company has electronic measurement information available to it, Company will make available within one Business Day the best information it has concerning the total physical deliveries at applicable receipt and delivery points. Company will also make available by electronic means the best information it has concerning the scheduled and allocated receipts and deliveries at all of Balancing Party's receipt and delivery points by the end of the third Business Day after each Gas Day. This information will include electronic gas measurement data at meters where such data is utilized for billing purposes (Electronic Data). Company will designate the points where Electronic Data is available. Balancing Parties will be entitled to rely on the Electronic Data for purposes of correcting imbalances during the month. Balancing Parties will not be entitled to rely on the data from other receipt or delivery points for purposes of correcting imbalances during the month and will be responsible for verifying the actual receipts and deliveries at receipt and delivery points where no Electronic Data is available. Imbalances will be cashed-out on the basis of actual receipts and deliveries and scheduled nominations; provided that the penalty level associated with imbalances that are associated with

receipt or delivery points where Electronic Data is available will be based upon the lesser of (1) the monthly imbalance reported by Company for the last day of the month based upon the Electronic Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations; provided, however, that if the monthly imbalance reported by Company for the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the month and (1) such adjustment materially increases the level of the imbalance and (2) Balancing Party did not have adequate time to correct the imbalance by adjusting nominations, receipts or deliveries, then the penalty level associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported on the 20th day of the calendar month plus the imbalance reported for each subsequent day in the calendar month, or (b) the monthly imbalance based upon actual deliveries at such points to the extent that applicable OBA documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Company, but rather as the result of the action or inaction of third parties, then the penalty level associated with monthly imbalances occurring at such points will be based upon the Electronic Data, unless Company also incurs penalties, in which event the penalties to Shipper will be determined based upon actual deliveries.

- (d) Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions or caused by Company's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5 percentage tolerance level, as set forth in Section 5 of this Rate Schedule.
- (e) Operational Integrity

Nothing in this Section 5 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Company to transport quantities scheduled by any Shipper.

6. CONDITIONS AND LIMITATIONS APPLICABLE TO DAILY DEMAND SERVICE

- (a) The availability of Daily Demand Service shall be subject to the following conditions:
 - (i) the maintenance by Company at all times of a quantity of line pack sufficient to ensure the delivery of all nominated firm quantities, such quantity to be determined by Company after taking into account the operational and other requirements existing from time to time on its system; and
 - (ii) the execution by each Shipper receiving Daily Demand Service of a gas supply contract that obligates the gas supplier to deliver at such Shipper's Primary Receipt Point(s), on a firm basis and within the time period and at the hourly rate specified in an Operational Flow Order, a quantity of gas during any Gas Day at least equal to such Shipper's level of Daily Demand Service; and
 - (iii) the designation by each Shipper receiving Daily Demand Service of an agent, employee, department or group with the authority to (a) control the nomination of quantities under each of the gas supply contracts entered into by such Shipper described in Subsection 6(a)(ii) of this Rate Schedule, and (b) implement Operational Flow Orders with respect to such Shipper. Shipper's designee shall be available during all hours of the Gas Day to control such nominations and implement Operational Flow Orders.
 - (iv) the full compliance by Shipper's designees and by all Shippers not receiving Daily Demand Service with the terms of any Operational Flow Orders; and

- (v) the installation of any facilities necessary to electronically measure the receipt and delivery of natural gas at such points as determined by Company on its system.
- (b) Daily Demand Service is only available to those Shippers eligible for and electing to receive such service in accordance with the procedures established in Docket No. RS92-52. In no event shall a Shipper's DDQ exceed the quantity such Shipper elected to receive pursuant to the procedures in Subsection 1(b) of this Rate Schedule.
- (c) If, on any Gas Day, Company determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to satisfy all requirements for Daily Demand Service, or if any of the conditions set forth in Subsection 6(a) of this Rate Schedule are not satisfied in full, Company shall reduce the Daily Demand Service available to each Shipper pro rata on the basis of the Daily Demand Quantity of such Shipper; provided, however, that if the amount of Daily Demand Service is reduced due to the failure of a Shipper to comply with an Operational Flow Order, Company shall, to the extent practicable, first reduce the Daily Demand Service available to such Shipper prior to reducing the Daily Demand Service available to other Shippers.
- (d) Nothing in Subsection 6(a) of this Rate Schedule shall limit the ability of a Shipper to contract with any gas supplier it desires, provided that Shipper agrees to the appointment of a Shipper's designee in accordance with Subsection 6(a)(iii) of this Rate Schedule.

7. RESERVED FOR FUTURE USE

8. APPLICABLE RATES

The rates for service under this Rate Schedule, when applicable, are the applicable Maximum Rates listed on the Statement of Rates in Company's FERC Gas Tariff.

9. WAIVER

Company may waive any rights hereunder or any obligations of Balancing Provider hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or further rights or obligations, whether of a like or different character.

10. GENERAL TERMS AND CONDITIONS

Balancing Provider shall provide Company with such information as is needed to meet the requirements placed on Company by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Company's General Terms and Conditions specified in Volume I of Company's Tariff, which are incorporated into this Rate Schedule.

1. DEFINITIONS

Except where the context expressly states another meaning, the following terms when used in this Tariff and in any Transportation Agreement incorporating this Tariff, shall be construed to have the following meanings:

- The term "Agreement" shall mean an executed agreement, including Transportation Agreement, for service under any of Company's existing rate schedules.
- The terms "Balancing Party" or "Balancing Parties" shall mean person(s) or entity(s) who have executed an OBA in the form set forth on Company's Informational Postings Web Site (www.oneok.com/vgt/https://dtmidstream.com/company/customers/) under Customer Activities Forms or in a form acceptable to Company and who satisfy the requirements of Subsection 1(a) of Rate Schedule LMS.
- The term "British thermal unit" or "Btu" shall mean the amount of heat required to raise the temperature of one (1) pound of water one (1) degree Fahrenheit at the standard pressure of 14.73 dry psia at 60 degrees Fahrenheit.
- The term "Business Day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States and similar holidays for transactions occurring in Canada and Mexico. [3.2.1]
- The term "Category 1 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of less than three (3) years.
- The term "Category 2 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of three (3) years to less than five (5) years.
- The term "Category 3 Rates" shall mean those rates shown in the applicable Rate section of this Tariff applicable to Firm Transportation Agreements under Rate Schedule FT-A with a term of five (5) years or more.
- The term "Company" shall mean Viking Gas Transmission Company, a "Service Provider" pursuant to NAESB WGQ Standards.
- The term "cubic foot" shall mean the quantity of gas that occupies one (1) cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of .33 pounds per square inch above an assumed atmospheric pressure of 14.44 pounds per square inch (14.73 pounds per square inch absolute).
- The term "Customer" shall be defined as any person, including Shipper, who has executed an agreement with Company under any of Company's rate schedules contained in this Tariff.
- The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is 1,000,000 British thermal units. The standard quantity for nominations, confirmation and scheduling is Dths per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 Dth = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dths and gigajoules is 1.055056 gigajoules per Dth and between Dths and gigacalories is 0.251996 gigacalories per Dth. The standard Btu is the International Btu, which is also

called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14]

- The term "Displacement" or "Displacement Service" shall mean the non-physical movement of gas volumes, which is dependent on a substitution from one source of natural gas at one point for another source of natural gas from a different point.
- The term "Equivalent Quantity" unless otherwise stated in the Transportation Agreement shall mean that during any given period of time the quantities of gas delivered hereunder at the Point(s) of Delivery shall be the thermal equivalent of the quantities of gas received at the Point(s) of Receipt for transportation less thermal quantities of gas for Shipper's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.
- The term "FERC" shall mean the Federal Energy Regulatory Commission or any successors thereto.
- The term "Gas Day" shall mean a period of twenty-four consecutive hours beginning and ending at 9:00 a.m. Central Clock Time (CCT). The reference date for any Gas Day shall be the date of the beginning of such Gas Day. [1.3.1]
- The term "In-Direction" shall mean a firm nomination line item that has a nomination for movement in the same direction as the Customer's current Transportation Path.
- The term "In-Path" shall mean a firm nomination line item that has a nomination with both the receipt point and delivery point within the Customer's current Transportation Path.
- The terms "Internet Web Site" or "System" shall mean Company's computer information and scheduling system, accessed through Company's Interactive Internet Web Site or through Electronic Data Interchange.
- The term "Mcf" shall mean 1,000 cubic feet of gas.
- The term "month" shall mean the period from 9:00 a.m. CCT on the first day of the calendar month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar month.
- The terms "Operational Balancing Agreement" or "OBA" shall mean the contract between Company and Balancing Party which specifies the procedures to manage operating variances at an interconnect. Company shall use the NAESB WGQ Model OBA whenever possible. Company shall enter into an OBA at all pipeline-to-pipeline (interstate and intrastate) interconnects. The OBA parties will take the necessary steps to ensure that the cumulative daily OBA imbalance is maintained at or tends towards a zero imbalance. [2.2.1] [6.5.2] [2.3.29]
- The term "Operational Flow Order" (OFO) shall mean an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Company's system or to maintain operations required to provide efficient and reliable firm service. Whenever Company experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order. Company shall attempt to minimize the use of OFOs and the declaration of critical periods and, when possible, shall direct an OFO to the specific party(s) creating the operating condition. The declaration to the affected parties of OFOs, critical periods, and/or critical notices shall describe the conditions and the specific responses required from the affected parties. [1.2.6] [1.1.12] [1.3.26]
- The term "Out-of-Direction" shall mean a firm nomination line item that has a nomination for movement in the opposite direction as the Customer's current Transportation Path.

- The term "Out-of-Path" shall mean a firm nomination line item that has a nomination from or to a point outside of the Customer's current Transportation Path.
- The term "Primary Delivery Point(s)" shall mean the Delivery Point(s) that the firm Customer has designated as its Primary Delivery Point(s) in Exhibit A of its Firm Transportation Agreement.
- The term "Primary Receipt Point(s)" shall mean the Receipt Point(s) that the firm Customer has designated as its Primary Receipt Point(s) in Exhibit A of its Firm Transportation Agreement.
- The term "quantity," where used herein, shall mean the number of Mcf adjusted for heat content (in Btu's or Dths). The standard quantity for nominations, confirmation and scheduling is Dths per Gas Day in the United States, gigajoules per Gas Day in Canada and Mexico, and gigacalories per Gas Day in Mexico for transactions that occurred prior to the enactment of Mexico Resolution RES/267/2006 dated September 7, 2006. (For reference 1 Dth = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) For commercial purposes, the standard conversion factor between Dths and gigajoules is 1.055056 gigajoules per Dth and between Dths and gigacalories is 0.251996 gigacalories per Dth. The standard Btu is the International Btu, which is also called the Btu (IT); the standard joule is the joule specified in the SI system of units. [1.3.14]
- The term "Service Requester" shall mean a Customer or its Nomination Agent (one who has been pre-designated by Customer to serve in such role). If a Customer elects to use a Nomination Agent for a given service agreement, the Nomination Agent replaces the Customer as the sender of the nomination information as well as the receiver of the nomination-related information from Company for such agreement.
- The term "Shipper" shall mean any transportation customer of Company.
- The term "Summer Season" shall refer to the months of April through October.
- The terms "System" or "Internet Web Site" shall mean Company's computer information and scheduling system, accessed through Company's interactive Internet Web Site or through Electronic Data Interchange.
- The term "Title Transfer Tracking Service Provider" (TTTSP) shall be a party conducting the title transfer tracking activity. [1.2.16]
- The term "Total Heating Value," when applied to a cubic foot of gas, shall mean the number of Btu's produced by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Subsection 2.1 of the General Terms and Conditions.
- The term "Transportation Agreement" shall mean an executed transportation service agreement in the form set forth in this Tariff pursuant to Rate Schedule(s) FT-A, IT and/or AOT.
- The term "Transportation Service" shall include transportation, exchange or Displacement Service.

- The term "Transportation Path" shall mean the pipeline path and flow direction from and including the farthest Primary Receipt Point to and including the farthest Primary Delivery Point as stated in Shipper's Exhibit A for each firm transportation agreement. In the event of multiple Primary Receipt Points and/or Primary Delivery Points, unless otherwise indicated on Shipper's Exhibit A, the Primary Path(s) shall be determined by allocating the MDQ designated for each Primary Receipt Point in the Firm Transportation Agreement on a pro rata basis to each Primary Delivery Point designated in the Firm Transportation Agreement; provided however, that in no event can the Primary Path capacity extending from a Primary Receipt Point to a Primary Delivery Point exceed the MDQ at either that Primary Receipt Point(s) or that Primary Delivery Point(s) as was designated in the Firm Transportation Agreement for that specific point.
- The term "Transportation Quantity" or "TQ" shall mean the sum of the MDQs in Dths of gas as specified for the Primary Delivery Points on Exhibit A of the Firm Transportation Agreement and shall mean the quantity of natural gas specified on Exhibit A of the IT Agreement which Company agrees to transport and deliver, subject to Article 2 of the applicable Firm or Interruptible Transportation Agreement, for the account of Shipper on each Gas Day during the term hereof which shall be expressed in Dth per Gas Day.
- The term "Winter Season" shall refer to the months of November through March.
- The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the Transportation Agreement, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.

11. NOTICES

Except when the terms of this Tariff require or allow for communication via Company's System, any communication, notice, request, demand, statement, or bill provided for in the Tariff or in a Transportation Agreement, PAL Agreement, LMS Agreement, or OBA, or any notice which either Company or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either registered or ordinary mail or when sent by express mail service, electronic mail, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known address, or at such other address as either party may designate. Shipper shall be responsible for ensuring that its designated notice address is current and accurate for all such notices sent pursuant to this Section 11. For purposes of notices that a Shipper sends to Company pursuant to this Section 11, Company's mailing address and electronic mailing addresses are:

~~-Viking Gas Transmission Company~~

~~-P.O. Box 871~~

~~_____Tulsa, Oklahoma 74102-0871 500 Woodward Ave.~~

~~Suite 2900~~

~~_____Detroit, Michigan 48226~~

~~E-mail for _____Contract Administration's Customer Service & Nominations E-mail: NGP-~~

~~_____contracts@oneok.com InterstateScheduling@dtmidstream.com~~

~~-and~~

~~_____Commercial's _____E-mail _____for _____Commercial:~~

~~IPLMarketing@oneok.com IPLCommercial@dtmidstream.com-~~

20. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

This Section describes the information and procedures Company will make available to any person.

20.1 Access to Internet Web Site

Company shall provide access to Informational Postings and Customer Activities sites via designated Internet Web Sites.

Company's Trading Partners shall maintain redundant connections to the public Internet for NAESB WGQ Electronic Delivery Mechanism (EDM) Web sites, which include all NAESB WGQ standardized Internet communication. —These redundant connections shall be topographically diverse (duality of) paths to minimize the probability of a single port of failure. [4.1.36]

For further information relative to Company's designated Internet Web Site, potential users should contact:

Customer Services ~~Department & Nominations~~

~~Viking Gas Transmission Company~~

~~P.O. Box 871~~

~~Tulsa, Oklahoma 74102-0871~~

~~Phone Number: (918) 588-77451-800-372-2982~~

~~Fax Number: (918) 588-7964~~ Email: InterstateScheduling@dtmidstream.com

20.2 Informational Postings Site

The Informational Postings site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system including: 1) Operationally Available and Unsubscribed Capacity; 2) ~~Energy~~ Affiliate Information; 3) Gas Quality Information; 4) Index of Customers; 5) ~~Non-Discrimination Reporting Requirements under the~~ FERC Standards of Conduct ~~of for~~ Transmission Providers; pursuant to 18 CFR Part 358; 6) Critical, Non-Critical, and Planned Service Outage Notices; 7) ~~Organization Charts~~; ~~8~~ Posted Imbalances; ~~98~~ Company's FERC Gas Tariff; and ~~109~~ Transactional Reporting. Other information and/or capabilities to comply with current and future reporting or other requirements as dictated by the FERC also shall be included.

Information posted on Company's Informational Postings Web ~~s~~Site may be fully disseminated by its users.

Company agreements are located on the Informational Postings Web Site (<https://dtmidstream.com/company/customers/>) under Forms.

20.3 Customer Activities Site

Company's proprietary business functions are accessible via its Customer Activities site.

- (a) The Customer Activities site will be maintained to provide equal and timely access to certain transportation information, as it pertains to Company's pipeline system, in accordance with applicable effective FERC adopted NAESB WGQ standards.
- (b) —Any person may communicate with Company via the System, which includes Electronic Data Interchange (EDI) by:

- (i) acquiring compatible personal computer capability;
- (ii) executing the applicable access forms with Company; and
- (iii) receiving a user identification password for accessing such site.

(e) ~~Company agreements located on the Customer Activities site (www.oneok.com/vgt) include the: (i) Operational Balancing Agreement (For Use at Receipt Points(s)); (ii) Operational Balancing Agreement (For Use at Delivery Points(s)); (iii) Master Electronic Transactions Agreement; (iv) Electronic Communication Agreement; (v) Electronic Data Interchange Trading Partner Agreement; and (vi) Agency Authorization Agreement.~~

20.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company.

~~To transact business via the Customer Activities site, a person must execute an Electronic Communication Agreement with Company.~~

The Electronic Data Interchange Trading Partner Agreement ~~and the Electronic Communication Agreement~~ can be found on Company's Informational Postings Web Site (~~www.oneok.com/vgt~~<https://dtmidstream.com/company/customers/>) under ~~Customer Activities~~Forms. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement. [6.3.3]

20.5 Service Complaints

Customers are encouraged to resolve any disputes informally with their designated representatives. A formal complaint concerning any services offered by Company shall be directed, preferably in writing, to the Chief Compliance Officer (CCO), Viking Gas Transmission Company, ~~ONEOK Plaza, 100 West 5th Street, Tulsa, Oklahoma 74103~~ 500 Woodward Ave, Suite 2900, Detroit, Michigan 48226. The CCO or a designee will respond initially to the complainant within 48 hours (exclusive of weekends and holidays), and in writing within 30 days.

21. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION AGREEMENTS

A Shipper (herein referred to as "Releasing Shipper") under Rate Schedule FT-A may notify Company that Releasing Shipper desires to be relieved of all or a portion of the TQ as set forth in its then effective Firm Transportation Agreement. A release for the entire remaining term of the Releasing Shipper's Firm Transportation Agreement shall effect either a permanent assignment or a temporary release. If a Releasing Shipper elects a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

If a Releasing Shipper elects a temporary release, all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the capacity, remain with the Releasing Shipper at the end of the term of the temporary release of all or part of the Releasing Shipper's Transportation Agreement to the Replacement Shipper.

21.1 Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to service on a basis that does not qualify for an exemption from prior posting pursuant to Subsection 21.3 of these General Terms and Conditions may post directly on Company's System the following information:

- (a) Releasing Shipper's name and Firm Transportation Agreement number;
- (b) the portion of the Releasing Shipper's TQ to be released (including any minimum acceptable quantity);
- (c) the proposed commencement date and term of the release (including any minimum acceptable term);
- (d) the amount of the firm capacity to be released at each Primary Point (the total receipt point capacity released shall be equal to the total delivery point capacity released);
- (e) the reservation and/or usage rates and all other applicable rates, charges and surcharges for the released service, including any applicable Minimum Rate(s). For releases with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the reservation and/or usage rates that may be bid may exceed the Maximum Rates for the applicable service being released as set forth on the applicable currently effective tariff sections;
- (f) whether the transportation rights are to be released on a firm or recallable basis and, if on a recallable basis, the specific conditions for recall of the capacity; Pursuant to NAESB WGQ Standard Nos. 5.3.7 and 5.3.8: Company shall support the function of reputting by Releasing Shippers. Reput method and rights shall be specified at the time of the deal. Reput method and rights are individually negotiated between the Releasing Shipper and Replacement Shipper;
- (g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- (h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;

- (i) whether bids based on a one part volumetric rate will be accepted and, if so, the method for evaluating one part rate bids vis-à-vis two part rate bids and any special conditions associated with release on a volumetric basis;
- (j) any objective, non-discriminatory economic value standard (including tie-breaking methodology) which Releasing Shipper desires Company to utilize to determine the award of released transportation rights as an alternative to the method set forth in Subsection 21.6 of these General Terms and Conditions, including any alternative ~~to the use of a lottery~~ to choose between bids of equal value. If Releasing Shipper wishes such standard to permit more than one Replacement Shipper, Releasing Shipper must set forth the methodology to be used to select more than one winning bidder.
- (k) the manner in which any refunds in rates and charges ordered by FERC with respect to the released capacity will be distributed by Releasing Shipper to Replacement Shipper;
- (l) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - (i) the identity of the Prearranged Bidder;
 - (ii) the term, quantity and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
 - (iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the release; and
 - (iv) evidence that the Prearranged Bidder meets Company's creditworthiness requirement, unless the Releasing Shipper requests Company to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to commencement of service to the Replacement Shipper.
- (m) any other conditions of the release, including whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification.

21.2 Replacement Shipper's Request for Assignment

A Shipper that desires to acquire rights to certain transportation service may post on Company's System in accordance with Subsection 21.4(b) of these General Terms and Conditions, a Replacement Shipper's request to release capacity which shall contain the following information:

- (a) Replacement Shipper's name;
- (b) the TQ desired;
- (c) the desired commencement date and term of the transportation service;
- (d) the desired Primary Receipt and Primary Delivery Point capacity for the transportation service;
- (e) whether Replacement Shipper is seeking firm or recallable service.

21.3 Releases Permitted Without Prior Posting

A Releasing Shipper may release some or all of its transportation rights without competitive bidding if its proposed release qualifies under this Subsection 21.3.

(a) Short-Term Release Election

Competitive bidding for released capacity will not be required if:

- (i) the release term is for a period of 31 days or less;
- (ii) the Releasing Shipper provides Company with the information specified in Subsections 21.1(a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions with respect to the short term release as soon as possible, but not later than the first nomination, after the release transaction commences; and
- (iii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity, or prior to the commencement of service the short-term Replacement Shipper enters into a separate Released Transportation Agreement with Company incorporating the information required by Subsection 21.3(a)(ii) of these General Terms and Conditions and establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

Releases made pursuant to this Subsection 21.3(a) may not be rolled-over, renewed or otherwise extended beyond the term of the original capacity release described above in Subsection 21.3(a)(i) to the same Replacement Shipper unless the Releasing Shipper follows the prior posting and bidding procedures or the Replacement Shipper qualifies for any of the other exemptions from the prior posting and bidding procedures pursuant to Subsections 21.3(b), (c), and (d). The Releasing Shipper may use this Subsection 21.3(a) to release the capacity again to the same Replacement Shipper commencing 28 days from the end of the original release.

(b) Maximum Rate Prearranged Bidder

Competitive bidding for released capacity will not be required if a Prearranged Bidder has agreed to pay Company's maximum applicable rates and to the maximum term and quantity stated in the Release Request and the pre-arranged release is for a term of more than one year. Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences; and
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(c) Asset Manager

Competitive bidding for released capacity will not be required if a Prearranged Bidder is an asset manager as defined in 18 C.F.R. 284.8(h)(3). Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1 (a), (b), (c), (d), (e), (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company of the volumetric level of the asset manager's delivery or purchase obligation and the time periods during which that obligation is in effect.
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

(d) Marketer participating in a state-regulated retail access program

Competitive bidding for released capacity will not be required if a Prearranged Bidder is a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. 284.8(h)(4). Provided that:

- (i) the Releasing Shipper provides Company with the information in accordance with Subsections 21.1(a), (b), (c), (d), (e) (f), (k) and (m) of these General Terms and Conditions as soon as possible, but not later than the first nomination, after the release transaction commences. In addition, the Releasing Shipper shall notify the Company that the release is to a marketer participating in a state-regulated retail access program.
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Company (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Subsection 21.5(a) of these General Terms and Conditions.

21.4 Posting of Release Requests and Replacement Shipper Requests

- (a) Releasing Shipper shall post all applicable information required by Subsection 21.1 of these General Terms and Conditions on Company's System, which system will automatically assign an individual release number to such release. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such release ("Bidding Period"), shall be as set forth in Subsection 21.8 of these General Terms and Conditions.
- (b) Releasing Shipper may withdraw its release up to the close of the applicable Bidding Period; provided, however, withdrawal will not be allowed if a valid bid(s) meeting the Releasing Shipper's minimum requirements has been submitted unless such Releasing Shipper can demonstrate a valid basis for such withdrawal which does not work to unduly discriminate against Bidders.

The releasing party has the right to withdraw its Offer during the bid period, where unanticipated circumstances justify and no minimum Bid has been made. [5.3.16]

- (c) Replacement Shipper shall post all applicable information required by Subsection 21.2 of these General Terms and Conditions on Company's System. Such requests shall remain posted for a period of four weeks or until a transaction is effected, whichever is the shorter period.
- (d) Company shall post Offers and Bids, including prearranged deals, upon receipt. A Releasing Shipper may request a later posting time for posting of such Offer, and the Company shall support such request insofar as it comports with the standard Capacity Release timeline specified in NAESB WGQ Standard No. 5.3.2. [5.3.24] Company makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Company shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except that resulting from the negligence, bad faith, fraud or willful misconduct of Company.
- (e) Company may refuse to allow a permanent capacity release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. If Releasing Shipper's request to permanently release capacity is denied, Company shall notify Releasing Shipper in writing of the reason for such denial.

21.5 Bidding for Transportation Rights

- (a) Persons that desire to bid on released transportation rights must pre-qualify with Company by entering into a Released Transportation Agreement with Company and by demonstrating creditworthiness, in the same manner and subject to the same standards and procedures as required for firm Shippers under Section 22 of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm Shippers under Subsection ~~22.3-122.3~~ of these General Terms and Conditions. Company will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a release, and permit them to submit Bids, if the Releasing Shipper provides Company with a guarantee satisfactory to Company of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to the commencement of service to the Replacement Shipper.
- (b) Bidders prequalified pursuant to Subsection 21.5(a) of these General Terms and Conditions may submit Bids during the Bidding Period applicable to a release. All bids must be submitted via Company's System. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through the System; provided that the System will be programmed such that upon submission all Bids will be assigned a Bid number and the identity of the Bidder will not be revealed during the Bidding Period. Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. Pursuant to NAESB WGQ Standard Nos. 5.3.13, 5.3.14, 5.3.15: Bids shall be binding until notice of withdrawal is received by the Company on its Customer Activities Web site. Offers shall be binding until notice of withdrawal is received by the Company on its Customer Activities Web site. Bids cannot be withdrawn after the bid period ends.

Bids must contain the following information—~~set forth on Company's Web Site (www.eneok.com/vgt), including:~~

- (i) the identity of the Bidder (which will be concealed during the Bidding Period);

- (ii) the Firm Transportation Agreement number of the Releasing Shipper and release number to which the Bid relates;
- (iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which shall be no less than any minimum bid rate(s) specified in the release;
- (iv) the quantity applicable to the Bid, which must be no less than the minimum specified in the release;
- (v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the release, or be no less than any minimum term specified in the release; and
- (vi) whether the Bid is contingent and, if so, the basis for the contingency.

All bids must be for the receipt and delivery points specified in the release. The receipt and delivery points awarded a Replacement Shipper in accordance with this Section shall be specified on its Transportation Agreement. Replacement Shipper shall be eligible for the use of secondary points in accordance with the priority afforded the released transportation in accordance with Subsection 3.5 of these General Terms and Conditions.

21.6 Determination of Successful Bidder

Company shall determine the successful bidder in accordance with the following procedures:

- (a) If the release specifies an economic value standard for the award of released transportation rights, Company shall apply such standard including any designated tie-breaking procedure if necessary, to determine the successful Bidder. Company's application of Releasing Shipper's economic value standard shall result in as many successful bidders as mandated thereby.

For the capacity release business process timing model, only the following methodologies are required to be supported by Company and provided to Releasing Shippers as choices from which they may select and, once chosen, shall be used in determining the Awards from the Bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. [5.3.3]

Other choices of bid evaluation methodology (including other Releasing Shipper defined evaluation methodologies) can be accorded similar timeline evaluation treatment at the discretion of the Company. However, the Company is not required to offer other choices or similar timeline treatment for other choices, nor, is the Company held to the timeline should the Releasing Shipper elect another method of evaluation. [5.3.3]

- (i) If the Present Value Method is chosen in the release, Company shall evaluate the Bids and award the capacity based on the following procedures. Company shall determine the bid or bids having the highest present value ("PV") based on the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid Quantity}) \times \frac{1 - (1+i)^{-n}}{i}$$

where

Bid Rate = for firm releases, the reservation charge which the Bidder has agreed to pay; for interruptible releases, the usage charge which the Bidder has agreed to pay.

Bid Quantity = the quantity stated in the Bid.

i = interest rate per month (which shall be the then current maximum yield on five year U.S. Government Treasury notes divided by 12), (Company will post the current Treasury note rate on its System); and

n = the lesser of (i) the term proposed by the Bidder or (ii) 60 months.

- (ii) If the net revenue method is chosen, Company shall determine the bid or bids having the highest net revenue (NR) using the following formula:

$$NR = (\text{Bid Rate}) * (\text{Bid Term}) * (\text{Bid TQ})$$

where

Bid Rate = the daily charge which the Bidder has agreed to pay; for reservation rate bids, the charge is calculated by multiplying the bid rate received from the Bidder by 12/365.

Bid Term = the term proposed by the Bidder in days.

Bid TQ = the TQ stated in the Bid measured in Dekatherms.

- (b) If a release includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder if its Bid either (a) is equal to or is higher than the Bid with the greatest economic value under the standard submitted by the Releasing Shipper, or (b) has a rate which is equal to or higher than the highest rate of the Bids submitted by all other Bidders, or (c) if the Prearranged Bidder agrees to match any Bid having a greater economic value or higher rate, as applicable, within the time period provided by Subsection 21.7 of these General Terms and Conditions.
- (c) If only one Bidder has submitted a Bid which reflects either the greatest economic value or highest rate, as applicable, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of first refusal (matching) as set forth above.
- (d) If two or more Bidders have submitted Bids which reflect the greatest economic value or the highest rate, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded ~~on the basis of a lottery that is limited to such Bidder to the Bid submitted and received earliest by Company's Customer Activities site, unless, in accordance with Subsection 21.1(j) of these General Terms and Conditions,~~ the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker"). ~~The winner of the lottery or alternative tie breaker shall be awarded the transportation rights for which it has submitted a Bid. Company will conduct the lottery or alternative tie breaker in a non-discriminatory manner.~~
- (e) ~~Company's application of Company's present value formula and the lottery shall result in only one successful Bidder per release.~~

- When the Company makes awards of capacity for which there have been multiple Bids meeting minimum conditions, the Company shall award the Bids, best Bid first, until all offered capacity is awarded. [5.3.4]
- (f) For informational purposes only, Company shall post on its System the identity of the winning bidder and the terms of the successful bid.
 - (g) Prior to the commencement of service pursuant to the release, Company shall prepare and transmit to the successful Bidder a Transportation Agreement stating the quantity, rates, term, MDQ at all Primary Receipt Points and the MDQ at all Primary Delivery Points, governing rate schedule, and any special terms and conditions for each awarded release. Releasing Shipper's Transportation Agreement will be amended to reflect that the Releasing Shipper has released all or a portion of its transportation rights.
 - (h) Company shall not award capacity release offers to Replacement Shipper until and unless Replacement Shipper meets Company's creditworthiness requirements applicable to all services that it receives from Company, including the service represented by the capacity release. [5.3.59]

21.7 Applicable Deadlines

The capacity release timeline applies to all parties involved in the capacity release process provided that: 1) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be credit worthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Company with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release. [5.3.1]

Further, the Company may complete the capacity release process on a different timeline if the Offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by the Company). [5.3.1]

- (a) Releasing Shipper shall post the release on Company's System. The standard capacity release administrative timeline is as follows (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):
- (b) For biddable releases (1 year or less) [5.3.2]:
 - Offers shall be tendered such that they can be posted by 9:00 a.m. on a Business Day.
 - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
 - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
 - If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
 - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
 - The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
 - Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than 1 year):

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

For non-biddable releases:

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

21.8 Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Released Transportation Agreement, provided that the re-release is not inconsistent with the original Releasing Shipper's release. A Replacement Shipper seeking to re-release capacity will be subject to the same terms and conditions set forth in this Section that apply to Releasing Shippers as well as any limitations established in the original release of capacity.

The Company shall allow re-releases on the same terms and basis as the primary release (except as prohibited by regulations). [5.3.19]

21.9 Submission of Information

Shippers shall submit all necessary information, releases, Replacement Requests and bids to Company via Company's System.

21.10 Marketing of Released Capacity

Company shall have no obligation to market any capacity available to be released by a Releasing Shipper. Company, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

21.11 Further Conditions on Release of Transportation Rights

- (a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable FERC rules, orders and regulations.
- (b) All terms and conditions in all releases must be objectively stated, applicable to all Bidders and non-discriminatory.
- (c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Released Transportation Agreement.
- (d) For volumetric releases with a term of more than one year, or for volumetric releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the Maximum Rate shall not exceed the daily demand rate for the released capacity. Such Maximum Rate for volumetric releases only applies to the reservation portion for the rate; the Replacement Shipper will also be liable for all applicable usage charges. The Maximum Rates for all other releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release shall be the applicable maximum reservation rate and commodity rate, as well as all other applicable rates, charges and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper. To the extent the Commission has a policy providing a Maximum Rate ceiling for capacity releases, for a Shipper that is a Consenting Party under the terms and conditions of the Docket No. RP02-132-000 Stipulation and Agreement, the Maximum Rate ceiling for capacity releases, regardless of the term of the underlying contract, shall be the Category 1 rate applicable to the Rate Schedule of the underlying contract.
- (e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Agreement and with this Tariff, including the provisions on nominations and scheduling of service and curtailment of service.
- (f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Company, Company's Tariff shall specify whether the quantity should be expressed in terms of (i) total released capacity entitlements or (ii) adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. The capacity entitlements resulting from the use of either (i) or (ii) should be the same. [5.3.55] The recall notification to Company shall specify the quantity in terms of total released capacity entitlements.

Company shall support the following recall notification periods for all released capacity subject to recall rights (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17) [5.3.44]:

- (i) Timely Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due.

(ii) Early Evening Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due.

(iii) Evening Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due.

(iv) Intraday 1 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due.

(v) Intraday 2 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due.

(vi) Intraday 3 Recall Notification:

A Releasing Shipper recalling capacity shall provide notice of such recall to Company and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due.

Company shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due.

- (g) Company may invalidate any release or any bid subsequent to its posting on its System which does not conform in all respects to the requirements of Company's Tariff and such invalidated release or bid shall be deemed null and void.
- (h) Notwithstanding any release hereunder, all Releasing Shippers shall remain responsible for payment of the reservation charge for firm transportation service released. The Releasing Shipper shall receive a reservation credit equaling the reservation dollars which Company receives from the Replacement Shipper. The Releasing Shipper will receive credit at the same time Company invoices the Replacement Shipper for the released capacity, provided, if the Replacement Shipper defaults and Company must seek payment from the Releasing Shipper, Company will assess the Releasing Shipper interest at the FERC approved rate. A reservation rate for the purposes of this Section consists of (i) the base reservation rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the reservation charge shall equal the daily reservation rate multiplied by the applicable quantity plus all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base reservation rate. Therefore, a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges. Company shall adjust the Releasing Shipper's reservation credit to the extent necessary to implement the reservation charge credits set forth in Section 34 of these General Terms and Conditions. In no event shall the reservation charge credits set forth in Section 34 of the General Terms and Conditions plus any reservation credits provided under this Section 21.11 exceed in total, with respect to the Releasing Shipper and Replacement Shipper(s) combined, the total amount invoiced by Company to such Releasing Shipper and Replacement Shipper(s) combined.
- (i) Company shall bill Replacement Shipper based upon the rates, charges and surcharges incorporated by Exhibit into the Released Transportation Agreement. For releases with a term of more than one year, or for releases with a term of one year or less that will take effect more than one year from the date Releasing Shipper notifies the Company of the release, the commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, Company shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge, which the Releasing Shipper shall pay to Company with interest thereon, which interest shall be calculated from the date which Company credited the Releasing Shipper for the applicable reservation charges in accordance with the above.

As a courtesy to Releasing Shipper, Company shall endeavor to notify Releasing Shipper of the Replacement Shipper's failure to pay its bill in full when due after Company becomes aware of such failure; provided, however, that Company's inability or failure to provide notice to Releasing Shipper shall not excuse Releasing Shipper from making timely and full payment of the applicable reservation charges. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Company to exercise the remedies available under the Firm Transportation Agreement and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Company.

- (j) Any increase in Company's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its release for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Company's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid by Company to the Releasing Shipper and distributed to the Replacement Shipper in the manner

specified in the release and incorporated in the Released Transportation Agreement. For releases not subject to the Maximum Rate, i.e., with a term of one year or less and the release is to take effect on or before one year from the date on which the Releasing Shipper notifies the Company of the release, the rate paid by the Replacement Shipper will be deemed to be a final rate and is not subject to refund.

- (k) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Firm Transportation Agreement and governing rate schedule and the Released Transportation Agreement.
- (l) Company shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Company's Tariff and their respective Firm Transportation Agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Company's sole opinion, inconsistent or conflicting, Company shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Company is unable to resolve the conflict prior to the time that it must take the required action, Company shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Company's Tariff or the terms of either the Releasing Shipper's or

Replacement Shipper's Firm Transportation Agreement, in Company's sole opinion. The Releasing Shipper will indemnify Company against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the Releasing Shipper's nominations and instructions and will hold Company harmless for any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Company against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Company in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Company harmless for any actions taken by Company in reliance upon the instructions of the Releasing Shipper.

21.12 Nondiscrimination

Company will consider requests for release and bids on a nondiscriminatory basis.

21.13 Request to Purchase Releasable Capacity

Under this Section 21, Company shall provide the ability for a potential Replacement Shipper to communicate to potential Releasing Shippers, through the Company, a request to purchase capacity that is releasable. Such request shall be provided to Company electronically and shall include, at a minimum, the following types of information: contact information, quantity(ies) requested, date range, location information, other terms and conditions specified by the potential Replacement Shipper, and any additional information as required by Company. Company shall post on its Informational Postings Web site under the Notices category, pursuant to NAESB WGQ Standard No. 4.3.23, instructions on how a request shall be electronically provided to Company. [5.3.73]

Company shall post such request on its Informational Postings Web site as a Notice identified by a NAESB-defined Notice Type that indicates that it is a request to purchase capacity through the capacity release process and such Notice shall be provided pursuant to NAESB WGQ Standard No. 5.4.16. [5.3.73] Company shall post such request for the period requested by the potential Replacement Shipper.

31. ELECTRONIC ~~TRANSACTIONS~~ CONTRACTING ~~EXECUTION~~

Electronic ~~transactions~~ contracting ~~execution as posted on Company's Internet Web Site,~~ is available to ~~parties~~ Shippers provided that such party shall have previously 1) met the requirements of ~~athe~~ applicable Rate Schedule, ~~if applicable, and the General Terms and Conditions of this Tariff and 2)~~ agreed to the terms and conditions of Company's Master Electronic Transactions Agreement which can be found on Company's Web Site (www.oneok.com/vgt) under received electronic contracting rights for Company's Customer Activities site.

FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

THIS AGREEMENT (Agreement No. _____) is entered into ~~as of this _____ day of _____, 20____~~, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Company," and _____, hereinafter referred to as "Shipper." Company and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Company and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Company hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Company for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Company's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Company shall use established thermal conversion factors derived from measurement on a dry Dth basis pursuant to the General Terms and Conditions of Company's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) as defined in Section 4.2 of Rate Schedule FT-A Firm Transportation Service.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) as defined in Section 4.4 of Rate Schedule FT-A Firm Transportation Service.

ARTICLE II - TRANSPORTATION

Company agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the TQ, subject to the MDQs specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Company the gas to be transported hereunder at pressures sufficient to deliver such gas into Company's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Company shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Company's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Company's FERC Gas Tariff. Company shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Company, then the responsibility for operations shall

be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Company and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Company shall be in accordance with Company's effective Rate Schedule FT-A and the General Terms and Conditions of Company's Tariff. Where applicable, Shipper shall also pay the Annual Charge Adjustment surcharge as such rate may change from time to time.

6.2 System Fuel and Losses - Shipper will provide to Company, at no cost to Company, a daily quantity of gas in Dths for Company's system fuel and uses and gas lost and unaccounted for, in accordance with Company's effective Rate Schedule FT-A. Company shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.

6.3 New Facilities Charge - _____

6.4 Incidental Charges - Shipper agrees to pay Company for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Company for all other filing fees, reporting fees or similar charges paid by Company to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Company.

6.5 Overrun Charges - Shipper agrees to pay Company all overrun charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

6.6 Imbalance Charges - Shipper agrees to pay Company all imbalance charges in accordance with the terms and conditions of Company's effective Rate Schedule FT-A and the General Terms and Conditions in Company's FERC Gas Tariff.

- 6.7 Changes in Rates and Charges - Shipper agrees that Company shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Company at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Company shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Company's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

From time to time Company and Shipper may agree to a Negotiated Rate or a discount rate for a specific term for service hereunder. Provisions governing such Negotiated Rate, discount rate and term shall be set forth on an Exhibit hereto.

ARTICLE IX - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Company's applicable Rate Schedule(s) and Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission (FERC), or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective upon its execution and shall, under all circumstances, continue in effect in accordance with Company's FERC Gas Tariff after the effective date as set forth in Exhibit A. If the primary term of this Agreement shall be one year or more, then this Agreement shall continue in effect thereafter until extended or terminated in accordance with Sections 23 or 24 of the General Terms and Conditions of Company's FERC Gas Tariff. Service rendered pursuant to this Agreement shall be abandoned upon termination of this Agreement.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Company's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Company may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Company hereunder when that amount is due, provided Company shall give Shipper and the FERC thirty (30) days notice prior to any termination of service. Service may continue hereunder if within the thirty

(30) day notice period satisfactory assurance of payment is made in accordance with the General Terms and Conditions of Company's FERC Gas Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Company. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article VI herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder except pursuant to the capacity release provisions of Company's FERC Gas Tariff.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement, provided that such party shall have obtained all required FERC approvals required for performance under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Section 9 of the General Terms and Conditions of Company's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Company harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Company harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title to the gas delivered to Company under this Agreement.
- 13.6 Company shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Company shall give Shipper and the FERC fifteen (15) days notice prior to any termination of service. Service will continue if within the fifteen (15) day notice period Shipper cures the breach of warranty.

ARTICLE XIV - ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 14.1 The Shipper hereby represents and warrants that (i) it has all requisite corporate power and authority, or other authority as applicable, to execute and perform this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action, or other action as applicable, (iii) this Agreement constitutes the legal, valid and binding obligations of the Shipper enforceable against the Shipper pursuant to its terms except as enforceability may be limited by bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and by general principles of equity, and (iv) all government approvals necessary for the execution, delivery and performance by the Shipper of its obligations under this Agreement have been obtained and are in full force and effect.

ARTICLE XV - MISCELLANEOUS

- 15.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 15.3 Any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in accordance with Section 11 of the General Terms and Conditions of Company's FERC Gas Tariff.
- 15.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Oklahoma, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 15.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____

TITLE: _____

SHIPPER: _____

BY: _____

TITLE: _____

EXHIBIT A-____ 1/
TO FIRM TRANSPORTATION AGREEMENT
DATED _____

BETWEEN

AND
VIKING GAS TRANSMISSION COMPANY

Effective from _____ through _____ for each year of the Agreement
with the term ending _____ 2/

Transportation Quantity: _____ Dth/d

Transportation Path:

Primary Receipt Point(s)	Location Code	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Primary Delivery Point(s)	Location Code	Maximum Daily Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Displacement Service: Yes _____ No _____

1/ Pursuant to Section 4.6 of Rate Schedule FT-A, if the Transportation Quantity (TQ) and/or the Maximum Daily Quantity (MDQ) differ during the term of this Agreement, the TQ and the MDQ and Receipt and Delivery Point information for each specific period shall be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

Additionally, in the event there are multiple combinations of Primary Receipt Point(s) and/or Primary Delivery Point(s), each combination of Primary Receipt Point(s) and Primary Delivery Point(s) will be set forth in different Exhibits, with the first designated Exhibit A-1, the second Exhibit A-2, etc.

2/ If the TQ and/or the MDQ for any point(s) vary during the term of this Agreement, state the effective dates (e.g., "March 1 through October 31") of the information set forth in this Exhibit.

SUPERSEDES EXHIBIT A DATED _____.

Agreement No. _____

EXHIBIT B
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Subsection 5.5 of Rate Schedule FT-A and notifies Company that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, 20__ and continuing until _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT-A set forth on the Statement of Rates in Company's FERC Gas Tariff, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under Rate Schedule FT-A.

Specification of Negotiated Rate:

Company and Shipper agree that the Transportation Rate shall include a Monthly Reservation Rate and a Commodity Rate as indicated below:

1. Monthly Reservation Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i), (ii), or (iii) below and complete the blank if applicable):

___(i) at a rate of \$ _____ /Dth; or

___(ii) a reduction, stated on a percentage basis, from the maximum unit reservation charge, of _____ %/Dth; or

___(iii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time; and

2. Commodity Rate for the category corresponding to the term of the attached Firm Transportation Agreement and the applicable Zone(s) (select (i) or (ii) below and complete the blank if applicable)

___(i) at a rate of \$ _____ /Dth; or

___(ii) at the maximum applicable rate shown in Company's Statement of Rates as it may change from time to time.

Narrative Description of Negotiated Rate:

SUPERSEDES EXHIBIT B DATED: _____

Agreement No. _____

EXHIBIT C
TO FIRM TRANSPORTATION AGREEMENT
Rate Schedule FT-A

DISCOUNTED RATE AGREEMENT

Shipper and Company agree to a discounted rate in accordance with Subsection 5.2 of Rate Schedule FT-A and Section 17 of the General Terms and Conditions of Company's FERC Gas Tariff and agree that Shipper will be billed and pay the charges specified below for the period commencing _____, 20__ and continuing until and including _____, 20__. Except as specified below, Shipper shall pay all other applicable charges pursuant to the Company's FERC Gas Tariff, as revised from time to time. Shipper acknowledges that the changes designated on this Exhibit C are the only changes to its obligation to otherwise pay charges for Rate Schedule FT-A service in accordance with the general Statement of Rates contained in the Company's FERC Gas Tariff, as revised from time to time.

Specification of discounted rate: 1/

Company and Shipper agree that the Transportation Rate shall be discounted as indicated below:

Discounted Rate:

Rate Type: _____

Quantity: _____

Quantity Level: _____

Time Period: Start Date _____ End Date _____

Contract: Discounted Monthly Reservation Rate per Dth _____

Discounted Daily Commodity Rate per Dth _____

Point: Receipt Point _____

Delivery Point _____

Point to Point: Receipt Point _____ to Delivery Point _____

Zone: Receipt Point _____ to Delivery Point _____

Relationship: _____

Rate Component: _____

Index Price Differential: _____

Narrative Description of Discount Rate:

SUPERSEDES EXHIBIT C DATED: _____

1/ See Section 17.3 of the General Terms and Conditions of Company's FERC Gas Tariff for descriptions of the discount rate types.

Agreement No. _____

VIKING GAS TRANSMISSION COMPANY
PARK AND LOAN ("PAL") AGREEMENT

THIS AGREEMENT (the Agreement) (Agreement No. _____) is made and entered into at ~~Tulsa, Oklahoma~~ as of _____, 20__, by and between VIKING GAS TRANSMISSION COMPANY, hereinafter referred to as "Company" and _____, hereinafter referred to as "Buyer".

WHEREAS, Buyer desires to engage Company to provide PAL service; and

WHEREAS, Company desires to provide PAL service to Buyer;

NOW THEREFORE, in consideration of their respective covenants and agreements hereinafter set out, the parties hereto covenant and agree as follows:

Article 1 - Basic Receipts

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Parking Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall receive gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 2 - Basic Deliveries

Buyer shall be entitled to nominate a quantity of gas up to Buyer's Maximum PAL Quantity at a Lending Point as set forth in the Exhibit(s) A attached hereto. Once scheduled by Company, Company shall deliver gas in accordance with the applicable terms and conditions of Rate Schedule PAL.

Article 3 - Rates

Rates for service under this Agreement shall be at Company's Maximum Rate plus all applicable surcharges in effect under Rate Schedule PAL unless otherwise agreed to by the parties and set forth in the Exhibit(s) A attached hereto.

Article 4 - Payments

Buyer shall make payments to Company in accordance with the terms and conditions specified on the Exhibit(s) A attached hereto, Rate Schedule PAL, Section 6 of the General Terms and Conditions, and the other applicable terms and provisions of this Agreement.

Article 5 - Change in Tariff Provisions

Upon notice to Buyer, Company shall have the right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions or Form of Agreement as Company may deem necessary, and to make such changes effective at such times as Company desires and is possible under applicable law. Buyer may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

Article 6 - Cancellation of Prior Agreements

When this Agreement becomes effective, it shall supersede, cancel and terminate the following Agreements:

Article 7 - Term

~~Where no Exhibit(s) A has been executed by Company and attached hereto within five years of the date of execution of this Agreement then this Agreement shall automatically terminate. Where one or more Exhibit(s) A have been executed by Company and attached hereto, then this Agreement shall automatically terminate five years after the latest Termination of Service Date on such Exhibit(s) A. This Agreement shall become effective _____ and shall remain in full force and effect until _____ and month to month thereafter. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.~~

Termination of this Agreement shall not relieve Buyer of the obligation to pay money due hereunder to Company and shall be in addition to any other remedies that Company may have.

Article 8 - Applicable Law and Submission to Jurisdiction

This Agreement and Company's Tariff, and the rights and obligations of Company and Buyer thereunder are subject to all relevant and United States lawful statutes, rules, regulations and orders of duly constituted authorities having jurisdiction. Subject to the foregoing, this Agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. For purposes of legal proceedings, this Agreement shall be deemed to have been made in the State of Oklahoma and performed there, and the Courts of that State shall have jurisdiction over all disputes which may arise under this Agreement, provided always that nothing herein contained shall prevent Company from proceeding at its election against Buyer in the Courts of any other State, Province or Country.

At the Company's request, the Buyer shall irrevocably appoint an agent in Oklahoma to receive, for it and on its behalf, service of process in connection with any judicial proceeding in Oklahoma relating to the Agreement. Such service shall be deemed completed on delivery to such process agent (even if not forwarded to and received by the Buyer.) If said agent ceases to act as a process agent within Oklahoma on behalf of Buyer, the Buyer shall appoint a substitute process agent within Oklahoma and deliver to the Company a copy of the new agent's acceptance of that appointment within 30 days.

Article 9 - Successors

Any person which shall succeed by purchase, amalgamation, merger or consolidation to the properties, substantially as an entirety, of Buyer or of Company, as the case may be, and which shall assume all obligations under Buyer's Agreement of Buyer or Company, as the case may be, shall be entitled to the rights, and shall be subject to the obligations, of its predecessor under Buyer's Agreement. Either party to a Buyer's Agreement may pledge or charge the same under provisions of any mortgage, deed of trust, indenture, security agreement or similar instrument which it has executed, or assign such Agreement to any affiliated Person (which for such purpose shall mean any person which controls, is under common control with or is controlled by such party). Nothing contained in this Article 9 shall, however, operate to release predecessor Buyer from its obligation under its Agreement unless Company shall, in its sole discretion, consent in writing to such release. Company shall not release any Buyer from its obligations under its Agreement unless: (a) such release is effected pursuant to an assignment of obligations by such Buyer, and the assumption thereof by the assignee, and the terms of such assignment and assumption render the obligations being assigned and assumed no more conditional and no less absolute than those at the time provided therein; and (b) such release is not likely to have a substantial adverse effect upon Company. Buyer shall, at Company's request, execute such instrument and take such other action as may be desirable to give effect to any such assignment of Company's rights under such Buyer's Agreement or to give effect to the right of a Person whom the Company has specified pursuant to Section 6 of the General Terms and Conditions of Company's FERC Gas Tariff as the Person to whom payment of amounts invoiced by Company shall be made; provided, however, the: (a) Buyer shall not be required to execute any such instruments or take any such other action the effect of which is to modify the respective rights and

obligations of either Buyer or Company under this Agreement; and (b) Buyer shall be under no obligation at any time to determine the status or amount of any payments which may be due from Company to any Person whom the Company has specified pursuant to said Section 6 as the Person to whom payment of amounts invoiced by Company shall be made.

Article 10 - Other Operating Provisions

(This Article is to be utilized when necessary to specify other operating provisions).

Article 11 - Exhibit A of Agreement, Rate Schedules and General Terms and Conditions

Buyer shall initiate a request for PAL service by executing and delivering to Company one or more Exhibit(s) A. Upon execution by Company, Buyer's Exhibit(s) A shall be incorporated in and made a part hereof.

Company's Rate Schedules and General Terms and Conditions, which are on file with the Federal Energy Regulatory Commission and in effect, and Exhibit(s) A hereto are all applicable to this Agreement and are hereby incorporated in, and made a part of, this Agreement.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE: _____

BUYER: _____

BY: _____
TITLE: _____

VIKING GAS TRANSMISSION COMPANY
EXHIBIT A TO PARK AND LOAN (PAL) AGREEMENT
Rate Schedule PAL

COMPANY: Viking Gas Transmission Company

~~COMPANY'S ADDRESS:~~ ~~ONEOK Plaza~~
~~100 West 5th Street~~
~~Tulsa, Oklahoma 74103~~

BUYER:

~~BUYER'S ADDRESS:~~ _____
~~Address Line 2:~~ _____
~~P.O. Box:~~ _____
~~City:~~ _____ ~~State/Prov:~~ _____ ~~Zip Code:~~ _____

TYPE OF AGREEMENT: (Parking or Lending)

PARK AND LOAN (PAL) SERVICE OPTIONS:

	Check Option	Park/Loan Start Date	Park/Loan End Date	Withdrawal/ Payback Start Date	Withdrawal/ Payback End Date	Maximum PAL Quantity Dekatherms	Daily*** Rate per Dekatherm	Parking Point	Lending Point
1) Buyer Nominated Parking/Lending Service (NPL)*	☐						-----	-----	-----
2) Buyer Requested Term Parking/Lending Service (RPL)**	☐								
3) Company Offered Parking/Lending Service (OPL)**	☐								
4) Buyer Authorized Automatic Parking/ Lending Service (APL)*	☐							-----	-----

Ratable Schedule: (Yes or No)

*Maximum PAL Quantity available on a daily basis during the term of the Exhibit A.

**Maximum PAL Quantity available during the term of the Exhibit A.

***If this Exhibit A is at a Negotiated Rate, see description below.

Description of Negotiated Rate:

This Exhibit A is made and entered into as of _____, 20__.

Agreement No. _____

~~Dealbook No.~~ _____