

GENERAL TERMS AND CONDITIONS (continued)

26. Complaint Procedure

26.1 Application

Any Shipper or potential Shipper may make a written complaint to Transporter regarding any dispute between Shipper and Transporter arising from this Tariff. Shipper must specify each reason for the dispute. Within two (2) business days of receiving a complaint, Transporter shall provide an initial response to complainant, acknowledging receipt of the complaint and requesting further information as appropriate.

26.2 Resolution

Within thirty (30) days after receipt of Shipper's complaint, Transporter shall appoint a Committee composed of necessary personnel to review the complaint and provide a written decision to the complainant addressing each element thereof and, where appropriate, recommending a course of action. In the event the complainant disagrees with this determination and makes a written request for reconsideration or clarification, specifying each reason the complainant disagrees with the initial determination, the Committee shall consider such request and within thirty (30) days after receipt thereof shall render its final written decision to complainant, addressing each element thereof and, where appropriate, recommending a course of action.

GENERAL TERMS AND CONDITIONS (continued)

27. Creditworthiness of Shipper

27.1 Subject to the provisions immediately below, Transporter shall not be required to perform or to continue to perform service on behalf of any Shipper that (i) is or has become insolvent, (ii) has applied for bankruptcy under Chapter 11 of the Bankruptcy Code or is subject to similar proceedings under State or Federal law, or (iii) fails, in Transporter's reasonable judgment, to demonstrate minimal creditworthiness for all or any part of the service requested, based upon Transporter's consideration of available credit data concerning Shipper and its past payment history, financial statements and credit reports.

27.2 Transporter may require adequate assurance of payment for any service under this Tariff requested by an insolvent or uncreditworthy Shipper. Such Shipper may receive or continue to receive service if it provides adequate assurance of payment for service within ten (10) working days after the date of written demand by Transporter. Adequate assurance of payment may include:

- (a) a deposit with Transporter of an amount equal to two (2) months of total charges for the service, as set forth in the applicable Service Agreement, provided that such deposit may be applied by the Transporter to satisfy a delinquent account;
- (b) advance payment for service at the time service is scheduled;
- (c) an irrevocable letter of credit from a creditworthy financial institution;
- (d) a guarantee from a creditworthy entity; or,
- (e) a surety bond from an acceptable, creditworthy insurance company.

27.3 Transporter may at any time re-evaluate the creditworthiness of Shipper and demand adequate assurance of payment or additional adequate assurances of payment if Transporter determines that Shipper has in any respect become uncreditworthy. Circumstances under which Transporter may re-evaluate Shipper's creditworthiness include, but are not limited to, a filing by Shipper for bankruptcy or a submission to bankruptcy or similar federal or state proceedings, an adverse change in Shipper's payment practices, a reorganization of Shipper's business structure, an assignment of Shipper's contracts, or a request by Shipper for increased service.

27.4 If Transporter requests additional information to be used for credit evaluation after the initiation of service, Transporter contemporaneous with the request, shall provide its reason(s) for requesting the additional information to the Shipper and designate to whom the response should be sent. Transporter and Shipper may mutually agree to waive the requirements of this standard.

Upon receipt of either an initial or follow-up request from Transporter for information to be used for creditworthiness evaluation, Shipper's authorized representative(s) should acknowledge receipt of Transporter's request. Transporter and Shipper may mutually agree to waive the requirements of this standard.

GENERAL TERMS AND CONDITIONS (continued)

27. Creditworthiness of Shipper (con't)

The Shipper's authorized representative(s) should respond to Transporter's request for credit information, as allowed by Transporter's Tariff, on or before the due date specified in the request. The Shipper should provide all the credit information requested by Transporter or provide the reason(s) why any of the requested information was not provided. Upon receipt from the Shipper of all credit information provided pursuant to applicable NAESB WGQ standards, Transporter shall notify Shipper's authorized representative(s) that it has received such information. Transporter and Shipper may mutually agree to waive the requirement of this standard.

The Shipper should designate up to two representatives who are authorized to receive notices regarding the Shipper's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and should provide to Transporter the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses should be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Transporter to provide creditworthiness notifications is waived until the above requirement has been met. The Shipper should manage internal distribution of any creditworthiness notices that are received. The Transporter should designate, on its Internet website or in written notices to the Shipper, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding notices regarding the Shipper's creditworthiness. The Shipper's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and the Transporter should manage internal distribution of any such confirmations.

At any time after the Shipper is determined to be non-creditworthy by Transporter, the Shipper may initiate a creditworthiness re-evaluation by Transporter. As part of Shipper's re-evaluation request, Shipper may either update or confirm in writing the prior information provided to Transporter related to Shipper's creditworthiness. Such update should include any event(s) Shipper believes could lead to a material change in Shipper's creditworthiness. After Transporter's receipt of Shipper's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 (Shipper's request), within five (5) business days, Transporter shall provide a written response to Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reason(s) for Transporter's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event should such re-evaluation determination exceed twenty (20) business days from the date of the receipt of Shipper's request unless specified in Transporter's Tariff or if the parties mutually agree to some later date.

In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, Shipper and Transporter may mutually agree to other forms of communication in lieu of Internet e-mail notification.

GENERAL TERMS AND CONDITIONS (continued)

28. FERC Gas Tariff and Executed Service Agreement subject to Regulation

This Tariff and the executed service agreement, and the respective obligations of the parties thereunder, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

GENERAL TERMS AND CONDITIONS (continued)

29. Non-Waiver and Future Default

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of this Tariff or the executed service agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

GENERAL TERMS AND CONDITIONS (continued)

30. Notices

Unless otherwise specifically provided in this Tariff, particularly with regard to notices and communications required through Transporter's website, any notice, request, demand, or communication provided for in these General Terms and Conditions or in the Rate Schedules, or any other notice that Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of Transporter or Shipper, or at such other address as either shall designate for formal written notice. Any notice, request, demand, communication, or other posting made on Transporter's website as required by this Tariff shall be considered as duly delivered when posted on Transporter's website. Routine communications by telephone between members of the operating staffs of Transporter and Shipper shall be considered duly delivered without confirmation by mail. If Transporter is required by this Tariff to provide any notice, request, demand, or other communication to a Shipper by telephone communication, Transporter may, at its option, make such communication via datafax without any telephonic communication.

GENERAL TERMS AND CONDITIONS (continued)

31. Reserved for Future Use

GENERAL TERMS AND CONDITIONS (continued)

32. Reserved for Future Use

Sheet No 146 is reserved for future use.

GENERAL TERMS AND CONDITIONS

33. Compliance with 18 CFR Section 284.12

Transporter shall comply with the business practices and standards incorporated by reference in Section 284.12 of the Commission's Regulations (18 CFR Section 284.12), as amended from time to time. Transporter specifically incorporates by reference the following Version 1.8 standards as promulgated by the Wholesale Gas Quadrant of the North American Energy Standards Board:

0.1.3	1.3.71	2.3.25	3.3.16	5.3.41
0.2.1	1.3.72	2.3.27	3.3.20	5.3.42
0.2.2	1.3.73	2.3.51	3.3.21	5.3.44
0.2.3	1.3.74	2.3.52	3.3.26	5.3.45
0.3.2	1.3.75	2.3.53	4.2.1	5.3.46
0.3.11	1.3.76	2.3.54	4.3.1	5.3.47
0.3.12	1.3.77	2.3.55	4.3.16	5.3.48
0.3.13		2.3.56	4.3.18	5.3.49
0.3.14	2.1.6	2.3.57	4.3.22	5.3.50
0.3.15	2.2.4	2.3.58	4.3.23	5.3.51
1.1.14	2.2.5	2.3.59	4.3.25	5.3.52
1.1.22	2.3.1	2.3.60	4.3.89	5.3.53
1.2.1	2.3.2	2.3.61	4.3.90	5.3.54
1.2.2	2.3.3	2.3.62	4.3.91	5.3.55
1.2.8	2.3.4	2.3.63	4.3.92	5.3.56
1.2.9	2.3.5	2.3.64	4.3.93	5.3.57
1.2.10	2.3.6	2.3.65	5.1.2	5.3.58
1.2.11	2.3.8	3.3.2	5.1.3	5.3.59
1.3.2(v)(vi)	2.3.10	3.3.3	5.1.4	5.3.60
1.3.17	2.3.12	3.3.5	5.2.3	
1.3.18	2.3.15	3.3.6	5.3.7	
1.3.32	2.3.17	3.3.7	5.3.17	
1.3.39	2.3.19	3.3.8	5.3.22	
1.3.40	2.3.20	3.3.11	5.3.24	
1.3.41	2.3.21	3.3.12		
1.3.42	2.3.23	3.3.13		
1.3.43				
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1.3.64				
1.3.65				
1.3.66				
1.3.67				
1.3.68				
1.3.69				
1.3.70				

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