FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

WHITE RIVER HUB, LLC

filed with the

FEDERAL ENERGY REGULATORY COMMISSION

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Description	Section
Preliminary Statement	Preliminary Statement
System Map	System Map
Statement of Rates for Transportation of Natural Gas	
Statement of Rates	Statement of Rates
Statement of Negotiated Rates	Stmt of Negotiated Rates
Non-Conforming Transportation Service Agreements	Non-Conforming TSAs
Rate Schedules	
Rate Schedule FT	Rate Schedule FT
Rate Schedule IT	Rate Schedule IT
Rate Schedule RGS	Rate Schedule RGS
General Terms and Conditions	
Definitions	Section 1
Pipeline Internet Page and Customer Activities Web Site	Section 2
Contracting/Capacity Release Procedures	Section 3
Request for Interruptible Service	Section 4
Acquiring Firm Service	Section 5
Capacity Release and Assignment	Section 6
Exercise of Right of First Refusal	Section 7
Creditworthiness	Section 8
Priority and Interruption of Transportation Service	Section 9
Use of Receipt and Delivery Points	Section 10
Operating Provisions for Transportation Services	Section 11
Balancing of Transportation Quantities	Section 12
Quality of Gas	Section 13
Measurement	Section 14
Facilities	Section 15
Annual Charge Adjustment	Section 16
Billing and Payment	Section 17
Title and Claims Against Gas	Section 18
Liability	Section 19
Force Majeure	Section 20
Assignment	Section 21
Non-Waiver of Future Defaults	Section 22
Standards of Conduct	Section 23
Failure to Comply With Terms	Section 24
Discounting Policy	Section 25
North American Energy Standards Board (NAESB) Standards	Section 26
Negotiated Rates	Section 27
Off-System Services	Section 28
Applicable Law	Section 29
Capacity Reserved for Future Expansions	Section 30
Operational Purchases and Sales of Gas	Section 31

Description — Section

Forms of Agreement
- Rate Schedule FT ..... Rate Schedule FT
- Rate Schedule IT ..... Rate Schedule IT
- Rate Schedule RGS ..... Rate Schedule RGS
- Rate Schedule RGS Exhibit A ..... Rate Sch. RGS Exhibit A
- Amendments to FT Agreements ..... Amendments to FT
- Amendments to IT Agreements ..... Amendments to IT
- Amendments to RGS Agreements ..... Amendments to RGS
- Amendments to RGS Exhibit A ..... Amendments to RGS Exhibit A
- Electronic Access Agreement ..... Electronic Access Agmt

Shipper Inquiry Form ..... Shipper Inquiry Form

PRELIMINARY STATEMENT

PRELIMINARY STATEMENT

White River Hub, LLC (White River) is a natural-gas transmission company that provides transportation and hub services in Colorado.

This Federal Energy Regulatory Commission (FERC) Gas Tariff, First Revised Volume No. 1 (tariff) includes general terms and conditions, rate schedules and forms of agreements for the services provided by White River, according to 18 C.F.R. Part 284, Subparts B and G, under Rate Schedules FT, IT and RGS.

SYSTEM MAP

Uniform Resource Locator (URL) for the Internet address to White River's system map pursuant to 18 C.F.R . 154.106:

https://www.whiteriverhub.com/PdfViewer/WRH/SystemMapWRH

STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS

STATEMENT OF RATES

Rate Schedule / Type of Charge (a)	Base Tariff Rate ($/Dth) (b)
FIRM TRANSPORTATION - FT	
Monthly Hub Reservation Charge	
Maximum 3/	0.31183
Minimum	0.00000
Hub Authorized Overrun Charge	
Maximum4/	0.01025
Minimum4/	0.00000
Hub Unauthorized Overrun Charge	
Critical	10.00000
Non-Critical	0.01025
FIRM TRANSPORTATION - RGS	
Monthly Hub Reservation Charge	
Maximum 3/	0.31183
Minimum	0.00000
Hub Authorized Overrun Charge	
Maximum4/	0.01025
Minimum4/	0.00000
Hub Unauthorized Overrun Charge	
Critical	10.00000
Non-Critical	0.01025
INTERRUPTIBLE TRANSPORTATION - IT	
Usage Charge	
Maximum – Dth/d 4/	0.01025
Minimum – Dth/d 4/	0.00000
Unauthorized Overrun Charge	
Critical – Dth/d	10.00000
Non-Critical – Dth/d	0.01025

LOST-AND-UNACCOUNTED-FOR GAS REIMBURSEMENT: Pursuant to § 12.14 of the General Terms and Conditions of this tariff.

OPTIONAL VOLUMETRIC RELEASES 1/	
FIRM TRANSPORTATION - FT	
Volumetric Charge	
Maximum 3/	0.01206
Minimum	0.00000
FIRM TRANSPORTATION - RGS	
Volumetric Charge	
Maximum 3/	0.01206
Minimum	0.00000
Usage Charges Applicable to Volumetric Releases 2/	
Maximum4/	0.00000
Minimum4/	0.00000

OTHER CHARGES:
Marketing Fee: - As negotiated between White River and Shipper when White River actively markets Shipper's released capacity.
Request for Firm Service Charge: According to § 5 of the General Terms and Conditions.
Imbalance Charge: According to § 12 of the General Terms and Conditions.
Imbalance Trading Fee: - 2¢/Dth with a $500 minimum if White River actively markets and facilitates the trade.
Additional Facility Charge: According to §§ 15 and 17 of the General Terms and Conditions.

Footnotes

1/ Released capacity may be sold at a volumetric rate. Shippers releasing capacity on a volumetric basis must specify a rate between the maximum and minimum volumetric rate stated on this Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate, and notify White River of the criteria by which bids are to be evaluated.

2/ Usage charges are applicable to transportation services that are released at a volumetric rate and will be billed according to § 17.2 of the General Terms and Conditions of this tariff.

3/ Short-term capacity releases for a term of one year or less are not subject to the maximum rate.

4/ Annual Charge Adjustment. In addition to the stated rate, a Commission-authorized ACA unit charge, published on the Commission's web site (www.ferc.gov), is incorporated by reference and will be charged according to § 16 of the General Terms and Conditions of this tariff

NOTE: The monthly rates stated on White River's Statement of Rates may be converted to a daily rate by multiplying the monthly base tariff rate times the number of months in the rate period and dividing the result by the number of days in the rate period. The result is rounded to the fourth decimal place.

STATEMENT OF NEGOTIATED RATES
(Rates per Dth/m)

Shipper/Rate Schedule Identification	Term of Contract	Quantity	Reservation Charge(s)	Usage Charge(s) 1/	Primary Rec. Point(s) 2/	Primary Del. Point(s) 2/
Rockies Express Pipeline, LLC #7309 (FT) 3/	12/2/2023 – 6/26/2025 4/	240,000	0.31183	5/	MAP 40610	MAPs 40601, 40602, 40609

Footnotes

1/ Shipper shall also pay the applicable ACA usage surcharge.
2/ Shippers frequently, even daily, seek to amend receipt and/or delivery measurement and allocation points (MAP) under these contracts. However, these amendments are usually limited to one or two points and all MAP changes that are granted are kept on file indefinitely.
3/ This contract does not deviate in any material aspect from the Form of Service Agreement.
4/ Upon expiration, this agreement will continue month to month thereafter until terminated by either party upon 180 days' written notice.
5/ The maximum rate in Transporter's Statement of Rates.

Non-Conforming Transportation Service Agreements
Pursuant to § 154.112(b)

Name of Shipper/Contract No.	Rate Schedule	Agreement Date	Effective Date
MountainWest Pipeline, LLC #4081	FT	8-6-08	11-21-08 1/
Enterprise Gas Processing, LLC #4082	RGS	8-7-08	11-21-08 1/
TEP Rocky Mountain LLC #5608	FT	7-1-16	12-5-18 1/

1/ This agreement will be effective upon approval of this agreement by the FERC.

RATE SCHEDULES

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

White River will provide firm transportation service under Rate Schedule FT to any Shipper according to Part 284, Subparts B and G of the Commission's Regulations provided:

(a) White River has hub-system capacity available to render the requested firm service.

(b) Shipper and White River have executed a transportation service agreement for service under Rate Schedule FT.

(c) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the transportation service provided under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1. Firm Service. The transportation service provided under this rate schedule:

(a) Shall be firm transportation service performed pursuant to 18 C.F.R. Part 284, Subparts B and G;

(b) Shall apply to all gas transported between the White River Hub receipt and delivery points and for Shipper under this rate schedule up to the reserved daily capacity (RDC) stated in the transportation service agreement;

(c) Shall be subject to curtailment only as provided in this rate schedule and in §§ 9 and 20 of the General Terms and Conditions;

(d) Shall be provided according to availability determined by § 9 of the General Terms and Conditions; and

(e) May be released on a permanent or temporary basis according to the terms of § 6 of the General Terms and Conditions.

2.2. Authorized Overrun Service. Upon the request of Shipper, if capacity is available and if system integrity is not jeopardized, White River will transport and deliver quantities of gas exceeding Shipper's RDC specified in the Shipper's service agreement, subject to the terms of §§ 9 and 11 of the General Terms and Conditions. The service (i) shall be available only to the extent it does not impair White River's ability to provide service under any other rate schedule (including service up to Shipper's RDC under this rate schedule), (ii) is interruptible, and (iii) is subject to the authorized overrun charge.

2.3 Unauthorized Overrun. Upon the occurrence of unauthorized overrun, White River will notify Shipper whether the overrun is a critical or non-critical event, i.e., whether or not it causes operational problems. Shipper shall pay the indicated rate in the Statement of Rates for all unauthorized overrun service. Any associated revenue, above administrative costs, will be credited to all non-offending Shippers. See § 1.48 of the General Terms and Conditions.

3. RATE PROVISIONS

3.1 Specified Charges. The charges for transportation service under this rate schedule, except as provided for in § 3.4 (Negotiated Rates) of this rate schedule, shall be those listed in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) Reservation Charge. A monthly reservation charge shall be assessed for each Dth of Shipper's RDC, subject to the following conditions:

(i) The reservation charge will be stated in the transportation service agreement and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(ii) Shipper shall be obligated to begin paying the monthly reservation charges beginning on the first day of the term of service set forth in Shipper's transportation service agreement.

(iii) Except as provided for in § 6.14 of the General Terms and Conditions, if Shipper releases its capacity, Shipper will remain liable for the reservation charge.

(b) Usage Charge. Shipper shall pay the appropriate usage charge for all gas nominated by Shipper and scheduled by White River for delivery. The usage charge shall be stated in the transportation service agreement.

(c) Authorized Overrun Charge. The authorized overrun charge shall apply to all quantities of gas transported for Shipper under § 2.2 of this rate schedule and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(d) Unauthorized Overrun Charge. Shipper shall pay the unauthorized overrun charge listed on White River's Statement of Rates for all unauthorized overrun quantities of gas.

(e) Lost-and-Unaccounted-For Gas Reimbursement. Shipper shall reimburse White River in kind for lost-and-unaccounted-for gas according to § 12.14 of the General Terms and Conditions and the Statement of Rates.

(f) Additional Facility Charge. Any charge for additional facilities required to provide transportation service to Shipper will be determined according to §§ 15 and 17 of the General Terms and Conditions.

(g) Annual Charge Adjustment. The Commission-authorized ACA unit charge published on the Commission's web site (www.ferc.gov) shall apply to all quantities of gas transported for Shipper under this rate schedule, including those transported pursuant to § 2.2 of this rate schedule.

(h) Cashout Charges. An imbalance charge will be assessed according to § 12 of the General Terms and Conditions.

(i) Marketing Fee. Shipper and White River may agree upon a fee to be paid by Shipper to White River when White River actively markets any capacity that is released to a Replacement Shipper.

(j) Imbalance Trading Fee. Shipper shall pay White River a fee as listed on the Statement of Rates for any imbalance trades that are actively marketed and facilitated by White River.

(k) Other Charges. White River shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

3.2. Rate Changes. White River may file with the FERC to change the rates listed on the Statement of Rates applicable to service under this rate schedule. White River shall begin charging the changed rates for the service provided to Shipper under this rate schedule on the day the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by the FERC and subject to the terms of the transportation service agreement. Nothing in this section limits Shipper's rights to contest the changes, nor limits the rights of Shipper and White River to provide for changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits White River's right to implement different rates and charges in individual transportation service agreements under this rate schedule within the ranges shown on the Statement of Rates. White River is not required to tender a service agreement or provide transportation service when service has been requested at a discounted rate.

White River shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual Shippers affected, the quantity of gas transported and any other information that may be required.

3.4 Negotiated Rates. Notwithstanding anything to the contrary contained in this tariff, White River and Shipper may, as provided in § 27 (Negotiated Rates) of the General Terms and Conditions, negotiate a rate for service under this rate schedule. White River's rates, as shown on its Statement of Rates, are available as recourse rates for any Shipper that does not desire to negotiate a rate with White River. An agreement by the Shipper to accept a negotiated rate does not, in any manner, restrict the Shipper's right to elect recourse rates for other services not covered by the negotiated-rate agreement. This provision, in and of itself, does not allow White River and Shipper to negotiate terms and conditions of service.

4. REGULATORY FEES

4.1 Reimbursement of Fees. Shipper shall reimburse White River for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. No reimbursement will be required for regulatory fees generally applicable to all shippers, e.g., an NGA § 4(e) rate filing, § 7(c) certificate application, or for any fee that does not specifically relate to Shipper's transportation service under Rate Schedule FT.

4.2 Statement of Fees. White River will issue a statement to Shipper setting forth the fees paid by White River to implement the transportation service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of White River's statement.

5. RECEIPT AND DELIVERY CAPACITIES

The primary receipt and delivery points for gas tendered by Shipper to White River, and their respective capacities, shall be the points and capacities designated in the transportation service agreement. All other receipt and delivery points on White River's system will be available as alternate points to Shippers under this rate schedule according to § 9 of the General Terms and Conditions.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions included in this tariff apply to service provided under this rate schedule and are incorporated by reference.

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

White River will provide interruptible transportation service under this Rate Schedule IT to any Shipper according to Part 284, Subparts B and G of the Commission's Regulations provided:

(a) White River has the capability to provide the service.

(b) Shipper and White River have executed a transportation service agreement for service under Rate Schedule IT.

(c) Shipper accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the transportation service provided under this rate schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

The transportation service provided under this rate schedule:

(a) Shall be interruptible transportation service performed pursuant to 18 C.F.R. Part 284, Subparts B and G;

(b) Shall apply to all gas transported by White River for Shipper under this rate schedule up to the daily quantity as specified in the transportation service agreement;

(c) Shall be subject to interruption as provided in this rate schedule and in §§ 9 and 20 of the General Terms and Conditions; and

(d) Shall be provided according to the priorities established in § 9 of the General Terms and Conditions.

3. RATE PROVISIONS

3.1 Specified Charges. The charges for transportation service under this rate schedule, except as provided in § 3.4 (Negotiated Rates) of this rate schedule, shall be those listed in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) Usage Charge. Shipper shall pay the appropriate usage charge for all gas nominated by Shipper and scheduled by White River for delivery. The usage charge will be stated in the transportation service agreement and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(b) Unauthorized Overrun Charge. Shipper shall pay the unauthorized overrun charge set forth on White River's Statement of Rates for all unauthorized quantities of gas transported by White River.

(c) Lost-and-Unaccounted-For Gas Reimbursement. Shipper shall reimburse White River in kind for lost-and-unaccounted-for gas according to § 12.14 of the General Terms and Conditions and the Statement of Rates.

(d) Additional Facility Charge. Any charge for additional facilities necessary to provide transportation service to Shipper will be determined according to §§ 15 and 17 of the General Terms and Conditions.

(e) Annual Charge Adjustment. The Commission-authorized ACA unit charge published on the Commission's web site (www.ferc.gov) shall apply to all quantities of gas transported for Shipper under this rate schedule.

(f) Cashout Charges. Any imbalance charges will be assessed according to § 12 of the General Terms and Conditions.

(g) Imbalance Trading Fee. Shipper shall pay White River a fee as listed on the Statement of Rates for any imbalance trades that are actively marketed and facilitated by White River.

(h) Other Charges. White River shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

3.2. Rate Changes. White River may file with the FERC to change the rates listed on the Statement of Rates applicable to service under this rate schedule. White River shall begin charging the changed rates for the service provided to Shipper under this rate schedule on the day the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by the FERC and subject to the terms of the transportation service agreement. Nothing in this section limits Shipper's rights to contest the changes, nor limits the rights of Shipper and White River to provide for changes in rates through the terms of the transportation service agreement.

3.3. Flexible Rates. Nothing in this tariff limits White River's right to implement different rates and charges in individual transportation service agreements under this rate schedule within the ranges shown on the Statement of Rates. White River is not required to tender a service agreement or provide transportation service when service has been requested at a discounted rate.

White River will, prior to the beginning of the month and through use of Informational Postings, post rates at which it is willing to transport gas on an interruptible basis between specific receipt and delivery points during the succeeding month. An interruptible Shipper paying a discounted rate at the time of notification may elect to pay a higher rate, or the maximum rate in order to maintain its priority of service. White River's acceptance of any new rate shall be confirmed and contracted for through the Customer Activities Web site.

White River shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual Shippers affected, the quantity of gas transported and any other information that may be required.

3.4 Negotiated Rates. Notwithstanding anything to the contrary contained in this tariff, White River and Shipper may, as provided in § 27 (Negotiated Rates) of the General Terms and Conditions, negotiate a rate for service under this rate schedule. White River's rates, as shown on its Statement of Rates, are available as recourse rates for any Shipper that does not desire to negotiate a rate with White River. An agreement by the Shipper to accept a negotiated rate does not, in any manner, restrict the Shipper's right to elect recourse rates for other services not covered by the negotiated-rate agreement. This provision, in and of itself, does not allow White River and Shipper to negotiate terms and conditions of service.

4. REGULATORY FEES

4.1 Reimbursement of Fees. Shipper shall reimburse White River for all fees required by the FERC or any other regulatory agency to implement the service provided under this rate schedule. No reimbursement will be required for regulatory fees generally applicable to all Shippers, e.g., an NGA § 4(e) rate filing, § 7(c) certificate application, or to any fee that does not specifically relate to Shipper's transportation service under Rate Schedule IT.

4.2 Statement of Fees. White River will issue a statement to Shipper, setting forth the fees paid by White River to implement the transportation service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of White River's statement.

5. RECEIPT AND DELIVERY

All receipt and delivery points on White River's system are available for use by interruptible Shippers upon nomination.

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions included in this tariff apply to service provided under this rate schedule and are incorporated by reference.

RATE SCHEDULE RGS
FIRM RESIDUE GAS SERVICE

1. AVAILABILITY

White River will provide firm Residue Gas transportation service under this Rate Schedule RGS to any Shipper subject to each of the following conditions, and provided that White River has capacity available to render the requested firm service:

(a) The service under this Rate Schedule is limited to the transportation of Residue Gas from the tailgate of a gas processing facility directly connected to the White River Hub to Delivery Point(s) within the White River Hub;

(b) Shipper is (i) a Gas Processing Customer or (ii) a Gas Service Administrator;

(c) The capacity is utilized only to redeliver Residue Gas to various Delivery Point(s) on White River; and

(d) White River and Shipper have executed a firm transportation service agreement in the prescribed form for service under Rate Schedule RGS.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1. Firm Service. The firm Residue Gas transportation service provided under this Rate Schedule:

(a) Shall be firm transportation service performed pursuant to 18 C.F.R. Part 284, Subpart G;

(b) Shall apply to all gas transported by White River from Shipper's Primary Receipt Point at the tailgate of a processing facility to White River Hub Point(s) of Delivery, up to the aggregate total of reserved daily capacity ("RDC") specified in the applicable service agreement;

(c) May provide for the appointment of Shipper as a GSA for the management of service under this Rate Schedule on a Gas Processing Customer's behalf, in accordance with § 6 of this Rate Schedule;

(d) Shall be subject to curtailment only as provided in this Rate Schedule and in §§ 9 and 20 of the General Terms and Conditions;

(e) Shall be provided according to availability determined by § 9 of the General Terms and Conditions; and

(f) Shall not be eligible for nomination from alternate receipt points; and

(g) May be released either on a permanent or temporary basis as Rate Schedule FT capacity.

2.2. Authorized Overrun Service. Upon the request of Shipper, if capacity is available and if system integrity is not jeopardized, White River will transport and deliver quantities

of gas exceeding the RDC specified in the applicable service agreement, subject to the terms of §§ 9 and 11 of the General Terms and Conditions. The authorized overrun service (a) shall be available only to the extent it does not impair White River's ability to provide service under any other Rate Schedule (including service under this Rate Schedule), (b) is interruptible, and (c) is subject to the authorized overrun charge.

2.3 Unauthorized Overrun. Upon the occurrence of unauthorized overrun, White River will notify Shipper whether the overrun is a critical or non-critical event, i.e., whether or not it causes operational problems. Shipper shall pay the indicated rate in the Statement of Rates for all unauthorized overrun service. Any associated revenue, above administrative costs, will be credited to all non-offending Shippers. See § 1.48 of the General Terms and Conditions.

3. RATE PROVISIONS

3.1 Specified Charges. The charges for service under this Rate Schedule, except as provided for in § 3.4 hereunder (Negotiated Rates), shall be those listed in the currently effective Statement of Rates, as adjusted from time to time. The charges shall include the following:

(a) Reservation Charge. A monthly reservation charge shall be assessed for each Dth of the RDC stated on the applicable service agreement, subject to the following conditions:

(i) The reservation charge shall be stated in the service agreement and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(ii) Shipper shall be obligated to begin paying the monthly reservation charges beginning on the first day of the term of service set forth in the applicable transportation service agreement.

(iii) Except as provided for in § 6.14 of the General Terms and Conditions, if Shipper releases its capacity, Shipper will remain liable for the reservation charge.

(b) Usage Charge. Shipper shall pay the appropriate usage charge for all gas nominated by Shipper and scheduled by White River for delivery. The usage charge shall be stated in the transportation service agreement.

(c) Authorized Overrun Charge. The authorized overrun charge shall apply to all quantities of gas transported for Shipper under § 2.2 of this Rate Schedule, and shall be no more than the maximum nor less than the minimum rate specified in the Statement of Rates.

(d) Unauthorized Overrun Charge. Shipper shall pay the unauthorized overrun charge listed on White River's Statement of Rates for all unauthorized overrun quantities of gas.

(e) Lost-and-Unaccounted-For Gas Reimbursement. Shipper shall reimburse White River in kind for lost-and-unaccounted-for gas according to § 12.14 of the General Terms and Conditions and the Statement of Rates.

(f) Additional Facility Charge. Any charge for additional facilities required to provide transportation service to Shipper will be determined according to §§ 15 and 17 of the General Terms and Conditions.

(g) Annual Charge Adjustment. The Commission-authorized ACA unit charge published on the Commission's web site (www.ferc.gov) shall apply to all quantities of gas transported for Shipper under this Rate Schedule, including those transported pursuant to § 2.2 of this Rate Schedule.

(h) Cashout Charges. An imbalance charge will be assessed according to § 12 of the General Terms and Conditions.

(i) Marketing Fee. Shipper and White River may agree upon a fee to be paid by Shipper to White River when White River actively markets any capacity that is released to a Replacement Shipper.

(j) Imbalance Trading Fee. Shipper shall pay White River a fee as listed on the Statement of Rates for any imbalance trades that are actively marketed and facilitated by White River.

(k) Other Charges. White River shall charge Shipper for any other FERC-approved charges that may apply to service under this rate schedule.

3.2. Rate Changes. Shipper agrees that White River may file with the FERC to change the rates listed on the Statement of Rates applicable to service under this Rate Schedule. White River shall begin charging the changed rates for the service provided to Shipper under this Rate Schedule on the day the new rates become effective, subject to any refunds, surcharges or other conditions that are permitted or required by the FERC, and subject to the terms of the transportation service agreement, including any agreement for the payment by Shipper of Negotiated Rates pursuant to § 27 of the General Terms and Conditions. Nothing in this section limits Shipper's rights to contest the changes, nor limits the rights of Shipper and White River to provide for changes in rates through the terms of the transportation service agreement.

3.3 Flexible Rates. Nothing in this tariff limits White River's right to implement different rates and charges in individual transportation service agreements under this rate schedule within the ranges shown on the Statement of Rates. White River is not required to tender a service agreement or provide transportation service when service has been requested at a discounted rate.

White River shall file with the Commission any and all reports as required by the Commission's Regulations setting forth the applicable charges, the individual Shippers affected, the quantity of gas transported, and any other information that may be required.

3.4 Negotiated Rates. Notwithstanding anything to the contrary contained in this tariff, White River and Shipper may, as provided in § 27 (Negotiated Rates) of the General Terms and Conditions, negotiate a rate for service under this Rate Schedule. White River's rates, as shown on its Statement of Rates, are available as recourse rates for any Shipper that does not desire to negotiate a rate with White River. An agreement by the Shipper to accept a negotiated rate does not, in any manner, restrict the Shipper's right to elect recourse rates for other services not covered by the negotiated-rate agreement. This provision, in and of itself, does not allow White River and Shipper to negotiate terms and conditions of service.

4. REGULATORY FEES

4.1 Reimbursement of Fees. Shipper shall reimburse White River for all fees required by the FERC or any other regulatory agency to implement the service provided under this Rate Schedule. No reimbursement will be required for regulatory fees generally applicable to all Shippers, e.g., an NGA § 4(e) rate filing, § 7(c) certificate application, or for any fee that does not specifically relate to Shipper's transportation service under this Rate Schedule RGS.

4.2 Statement of Fees. White River will issue a statement to Shipper setting forth the fees paid by White River to implement the transportation service. The amount to be reimbursed shall be paid by Shipper with the next payment for service following receipt of White River's statement.

5. RECEIPT AND DELIVERY CAPACITIES

The primary receipt point and the primary delivery point(s) for gas tendered by Shipper to White River, and their respective capacities, shall be the points and capacities designated in the transportation service agreement, but in no event shall the Primary Receipt Point for service under this Rate Schedule be other than at a processing plant directly connected to White River. All other delivery points on White River's system will be available as alternate points to Shippers under this Rate Schedule according to § 9 of the General Terms and Conditions.

6. RESIDUE GAS CAPACITY MANAGEMENT

6.1 Utilizaton of Capacity. A Shipper acting as a GSA under this Rate Schedule shall be permitted to utilize any or all of the total RDC on behalf of any other Gas Processing Customer that: (i) has entered into an agreement with the Processing Facility for the gathering and / or processing of non-pipeline quality gas for ultimate re-delivery of pipeline quality gas at the Delivery Point(s) specified in the transportation service agreement; and (ii) has executed the form of agency appointment agreement included at Exhibit A of the transportation service agreement.

6.2 GSA's Authority. A Shipper acting as a GSA shall have the right to nominate Residue Gas for transportation for the account of any Gas Processing Customer for which it acts as agent, at varying quantities on any day as necessary to satisfy the transportation requirements of the Gas Processing Customer for which it acts as GSA. Shipper shall at all times hold the title to all Gas which it nominates for transportation service on its

own behalf, and the Gas Processing Customer shall at all times hold the title to all Gas which is nominated on its behalf.

6.3 Unscheduled Capacity. If, after fulfilling the nomination requirements for itself and any Gas Processing Customers, there is remaining unscheduled capacity under the transportation service agreement ("Unscheduled Capacity"), a Shipper acting as a GSA shall be entitled to post or solicit any release of that Unscheduled Capacity, pursuant to § 6 of the General Terms and Conditions.

6.4 Management of Capacity. A GSA will be responsible for the management of the capacity under the transportation service agreement, this Rate Schedule, and the General Terms and Conditions, including, without limitation, for all communications with White River, nominations of quantities, imbalance management, capacity release, OFO compliance, modifying delivery points, and all billing and payment matters. The GSA shall provide individual nominations on behalf of each Gas Processing Customer. White River shall post on its website, a [daily] statement identifying the quantities of each Gas Processing Customer's Residue Gas that is scheduled and transported to each Delivery Point on each Day. White River shall be entitled to communicate exclusively with the Shipper under the transportation service agreement, and to rely upon all communications from such designated agent including, without limitation, with respect to all correspondence, notices, and invoices associated with the transportation of Residue Gas owned by a Gas Processing Customer. The GSA shall also control the logon and password for the transportation service agreement.

6.5 Apparent Authority. White River shall be entitled to rely on the GSA's actions undertaken for Gas Processing Customer's account with respect to the transportation service agreement(s).

6.6 Scheduled Quantities. The total RDC specified in the transportation service agreement shall comprise the sum of the firm entitlements used to transport gas owned by the Shipper or the Gas Processing Customers. In no event shall the total scheduled quantity be greater than the RDC specified in the transportation service agreement, unless scheduled as authorized overrun.

6.7 Gas Processing Customer Options. Nothing contained in this Rate Schedule shall prevent a Gas Processing Customer from separately contracting as a Shipper for service from White River under this or any other Rate Schedule in White River's FERC Gas Tariff.

7. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions included in this FERC Gas Tariff apply to service provided under this Rate Schedule and are incorporated by reference.

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to transportation services provided under this tariff.

1. DEFINITIONS

1. DEFINITIONS

Alternate Delivery Point means any point where Natural Gas is delivered out of White River's system that is not listed as a primary Delivery Point in Shipper's Rate Schedule FT or RGS transportation service agreement.

Alternate Receipt Point means any point where Natural Gas is received into White River's system that is not listed as a primary Receipt Point in Shipper's Rate Schedule FT or RGS transportation service agreement.

Authorized Overrun means that quantity of Natural Gas authorized by White River in excess of the reserved capacity specified in the applicable transportation service agreement.

Bid Period or Bidding Period means that period of time that released firm capacity is posted on White River's informational postings and Customer Activities Web site during which Shippers may bid for capacity.

Bid Process means a publicly held, competitive sale for transportation capacity that is available or will become available on White River's system.

Bid Process Notice means a solicitation for offers to contract for transportation service which has been posted on Informational Postings on White River's website, pursuant to § 5.4 of this tariff.

Bidding Shipper means any Shipper that is qualified to bid for capacity via Transporter's Customer Activities systems.

BTU means British Thermal Unit. That is the amount of heat required to raise the temperature of one pound of water one degree from 59 degrees to 60 degrees Fahrenheit. MMBTU means 1,000,000 BTUs.

Business Day is defined as Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico [NAESB WGQ 3.2.1].

Capacity Release means the release by a firm Shipper of its capacity.

Central Clock Time or CCT means central standard time when daylight savings time is not in effect and central daylight time when daylight savings time is in effect.

CHDP Limit means the temperature set forth in §13.2(a) at which White River will accept all deliveries of Natural Gas provided that such Natural Gas satisfies all other applicable provisions of White River's FERC Gas Tariff.

CHDP Operating Limit means the CHDP temperature that is at or above the CHDP Limit that White River is willing to accept on a temporary basis as operationally feasible given transitory operating conditions. In no case will the CHDP Operating Limit be set lower that the CHDP Limit.

Cricondentherm Hydrocarbon Dew Point Temperature (CHDP) means the maximum hydrocarbon dew point temperature calculated for a specific Natural Gas composition over a range of pressures from 100 pounds PSIA up to the Maximum Allowable Operating Pressure (MAOP) of the pipe.

Cubic Foot means the quantity of Natural Gas that would occupy one cubic foot at a temperature of 60 degrees Fahrenheit and at a pressure of 14.73 psia.

Curtailment means reduction or temporary suspension of service.

Customer Activities Website means the contracting and capacity release and nomination and confirmation systems accessed through White River's website at www.whiteriverhub.com.

Daily Quantity (DQ) means the quantity of Natural Gas stated in the transportation service agreement under Rate Schedule IT.

Gas Day means the standard time for the Gas Day shall be 9 a.m. to 9 a.m. Central Clock Time (CCT) [NAESB WGQ 1.3.1].

Decatherm (Dth) means a unit of heating value equivalent to 1,000,000 Btu's.

Delivery Point means a point where White River delivers Natural Gas to or for the account of Shipper. Each Delivery Point will be assigned a unique Measurement and Allocation Point (MAP) number.

Equivalent Volumes means the sum of the volumes of Natural Gas measured in MCF received by White River from Shipper at Receipt Points during any given period of time, (a) reduced by Shipper's pro rata share of unaccounted-for Natural Gas resulting from White River's operations during the same period of time and (b) adjusted for any variations in BTU content on a dry basis.

FERC or Commission means the Federal Energy Regulatory Commission or any successor federal agency or other governmental body succeeding to, lawfully exercising or superseding any powers that are exercisable by the Federal Energy Regulatory Commission.

Force Majeure means any event that is unexpected and outside of White River's control and includes without limitation by this recital: acts of God, including fires, explosions, earthquakes or volcanic eruptions, storms, floods, washouts and extreme cold or freezing weather: necessity for compliance with any court order, law, regulation or ordinance promulgated by any governmental authority having jurisdiction, either federal, state or local, civil or military; acts of a public enemy; wars and civil disturbances; strikes, lockouts or other industrial disturbances; shutdowns for purposes of necessary repairs, relocations, or construction of facilities, breakage or accident to machinery or lines of pipe; the necessity for testing (as required by governmental authority or as deemed necessary for safe operation by the testing party); inability of either party to obtain necessary materials, supplies, permits, or labor to perform or comply with any obligation or condition of this tariff; inability to

obtain rights of way; and any other causes that are not reasonably in the control of the party claiming suspension.

Gas Processing Customer means any Shipper which has contracted for processing services at a Natural Gas processing plant directly connected to White River.

Gas Service Administrator (GSA) means the operator of a Natural Gas processing plant directly connected to White River, who is appointed to acquire and manage Residue Gas capacity on behalf of one or more Gas Processing Customers.

Imbalance means the difference between a Shipper's scheduled delivery and the quantity of Natural Gas received by White River from the Shipper during the applicable nomination period adjusted for lost and unaccounted-for gas.

Inert Substances means non-combustible substances contained in the Natural Gas, including, but not limited to, helium, carbon dioxide and nitrogen.

Interruptible Capacity means the sum of unsold and unnominated firm capacity at a Receipt or Delivery Point.

Interruption means reducing, suspending or discontinuing either the receipt or delivery of Natural Gas.

Intra-day Nomination is a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day [NAESB WGQ 1.2.4].

Mcf means 1,000 cubic feet of Natural Gas at 14.73 psia at 60° F. MMcf means 1,000,000 cubic feet of Natural Gas.

Month means the period of time beginning at 8:00 a.m. on the first day of any calendar month and ending at the same hour on the first day of the succeeding calendar month.

Natural Gas (gas) means combustible hydrocarbon gas.

Operational Flow Order (OFO) means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity, of Transporter's system or to maintain operations required to provide efficient and reliable firm service. Whenever White River experiences these conditions, any pertinent order shall be referred to as an Operational Flow Order [NAESB WGQ 1.2.6].

Operational Balancing Agreement (OBA) means a contract between two parties, which specifies the procedures to manage operating variances at an interconnect [NAESB WGQ 2.2.1].

Posting of Released Capacity means the following:

(a) Pre-arranged Capacity Release not requiring a bid: that time when both (1) the Releasing Shipper has correctly completed the capacity release offer and (2) the

pre-arranged Replacement Shipper has correctly completed the bid (confirmation) for that offer on the Customer Activities Web site.

(b) Capacity Release requiring a bid: that time when the Releasing Shipper has correctly completed the capacity-release offer on the Customer Activities Web site.

Primary Receipt or Delivery Point means a Receipt or Delivery Point on White River's system where the Shipper has contracted for firm capacity under Rate Schedules FT or RGS and identified in the transportation service agreement.

PSIA expresses pressure in pounds per square inch absolute.

PSIG expresses pressure in pounds per square inch gauge.

Rate Default means, for index-based Capacity Release transactions, the term used to describe the non-biddable rate specified in the Capacity Release offer to be used for invoicing purposes when the result of the index-based formula is unavailable or cannot be computed. If a Rate Default is not otherwise specified, the Rate Floor should serve as the Rate Default [NAESB WGQ 5.2.5].

Rate Floor means, for index-based Capacity Release transactions, the terms used to describe the lowest rate specified in the capacity release offer in dollars and cents that is acceptable to the releasing Shipper. The Rate Floor may not be less than the White River's minimum reservation rate or zero cents when there is no stated minimum reservation rate [NAESB WGQ 5.2.4].

Recallable Capacity means firm capacity that is released subject to the Releasing Shipper's right to recall capacity during the term of the release.

Receipt Point means a point where White River receives Natural Gas from Shipper. Each Receipt Point will be assigned a unique Measurement and Allocation Point (MAP) number.

Request means a formal bid for new transportation service under an applicable rate schedule, which meets the conditions stipulated under §§ 2 and 8 of this Tariff.

Reserved Daily Capacity (RDC) means the quantity of Natural Gas in Dth per day that White River is obligated to receive, transport and deliver to Shipper on a firm basis.

Releasing Shipper means any Shipper holding firm capacity rights under a transportation service agreement.

Replacement Shipper means any Shipper that acquires firm released capacity from a Releasing Shipper.

Residue Gas means pipeline quality Natural Gas delivered into White River at the tailgate of a Natural Gas processing plant.

Shipper means any party who (a) is receiving service according to an effective rate schedule under this tariff, (b) has executed a service agreement under any rate schedule, or (c) has completed a request for service under Rate Schedules FT, RGS or IT.

System means the pipeline and appurtenant facilities and related facilities owned by White River.

Time means that references to time in all parts of this tariff are Central Clock Time, unless otherwise noted.

Unaccounted-for Gas means that volume of Natural Gas which is the difference between the sum of all input volumes of Natural Gas to the system and the sum of all output volumes of Natural Gas from the system during a month, including, but not be limited to, (a) Natural Gas vented and (b) Natural Gas lost as a result of a force majeure event, the ownership of which cannot be reasonably identified.

Unauthorized Overrun means that quantity of Natural Gas that Shipper delivers to or receives from White River in excess of Shipper's RDC without a prior confirmed nomination.

White River means White River Hub, LLC.

Year means a period of 365 consecutive days beginning noon January 1, or 366 consecutive days if such period includes February 29, unless otherwise specified.

2. PIPELINE INTERNET PAGE AND CUSTOMER ACTIVITES WEB SITE

2.1 Informational Postings and Customer Activities Web Site. White River will provide an internet web site for informational postings, and interactive systems for contracting/capacity release and nominations/ confirmations (the interactive systems are collectively referred to as the Customer Activities Web site) on a nondiscriminatory basis to any party that has compatible computer equipment and communication software. The informational postings will include the information listed in NAESB Standard 4.3.23.

2.2 Access. Entry to White River's informational postings is available to all parties. Informational postings can be read using a standard browser. This information will not require a logon and password and can be accessed via the central address repository site identified in § 2.9.

Access to the Customer Activities Web site will only be granted through use of a logon and password, which will be assigned and controlled by White River. Before a Shipper will be allowed to transact business on White River's System, Shipper must execute and return the Electronic Access Agreement and meet White River's creditworthiness requirements set forth in this tariff.

2.3 System Availability. Users may access White River's Informational Postings and Customer Activities Web site seven days a week, 24 hours a day. The only exception to these times is when the site is down unexpectedly or for necessary maintenance. Shipper may bid for firm service on the Customer Activities Web site according to § 5 of these General Terms and Conditions. Shipper nominations and operator confirmations tendered according to § 11 of these General Terms and Conditions and when the Customer Activities Web site is down, may be tendered via facsimile transmission.

2.4 Informational Postings. In addition to the information and processes for the capacity release program described in § 6 of these General Terms and Conditions, White River will provide the following information on its Informational Postings and Customer Activities Web sites:

(a) General operational information such as operational flow orders, flow information, current nominations, monthly imbalances, daily allocation of electronically-measured receipt and delivery points and scheduled quantities (including scheduled intra-day nominations and other scheduling changes). At the end of each Gas Day, White River shall provide the final scheduled quantities for the just completed Gas Day. With respect to the implementation of this process via the EDI/EDM, White River shall send an end-of-Gas-Day Scheduled Quantity (NAESB WGQ Standard No. 1.4.5) and Scheduled Quantity for Operator (NAESB WGQ Standard No. 1.4.6). A receiver of either of these documents can waive White River's requirement to send such documents [NAESB WGQ 1.3.3].

(b) Available capacity at receipt and delivery points.

(c) Whether the capacity is available from White River or through the capacity release program.

(d) Effective rates for firm and interruptible service.

(e) Service request and acquisition forms allowing Shippers and potential Shippers to request or change firm or interruptible service electronically through the Customer Activities Web site.

(f) Standards of conduct relating to service.

(g) Discounts granted for service to affiliates.

(h) General information, critical notices and news items relating to rates, available capacity, expansions, etc. Critical notices shall be defined to pertain to information on White River conditions that affect scheduling or adversely affect scheduled gas flow [NAESB WGQ 5.2.1].

2.5 Access Agreement Request. A Request for User Access may be downloaded from White River's web page at www.whiteriverhub.com under Customer Access > User Access Requests, and submitted via email to mwpipe@williams.com, or to:

White River Hub, LLC
Attn: Commercial Services
650 South Main Street, Suite 300
Salt Lake City, Utah 84101

The request shall include the Shipper name, DUNS number, address, telephone number and name and title of person requesting access. White River will process the Request for Shipper Access and provide the requesting party with an Electronic Access Agreement. Before a Shipper will be allowed to transact business on White River's System, Shipper must execute and return the Electronic Access Agreement, receive a logon and password and meet White River's creditworthiness requirements set forth in this Tariff.

2.6 Revocation of Access. White River will revoke a user's logon and password if White River finds that one of the following events has occurred:

(a) Termination of Shipper's transportation agreement with White River due to failure of Shipper to comply with White River's tariff.

(b) Fraudulent or unauthorized use of the logon and password.

(c) Violation of a material term of the access agreement.

(d) An action resulting in a breach of security such as loss, theft or unauthorized disclosures or use of data contained on the Customer Activities Web site.

(e) Failure to pay any Commission-approved access charges.

(f) Conduct that threatens the viable operations of the Customer Activities Web site or wrongly interferes with the business transactions of another party.

White River shall provide immediate notice via facsimile transmission and/or letter of its intent to revoke a party's logon and password to the Customer Activities Web site and the reasons for taking such action.

2.7 Electronic Data Interchange. White River will also maintain an Internet server and Internet address for conducting business transactions via the Electronic Delivery Mechanism standards adopted by Order No. 587, et al. and incorporated into this tariff by reference in § 26 of these General Terms and Conditions. For electronic data interchange transactions, White River will enter into a trading partner agreement with interested parties. White River will adopt the NAESB Model Trading Partner Agreement reflecting Internet standards. White River's Electronic Data Interchange contact is listed on White River's web site and the Commercial Services contact is listed in § 2.5.

2.8 World Wide Web Page. White River has established a HTML page(s) accessible via the Internet's World Wide Web. The Informational Postings will include the information listed in NAESB Standard 4.3.23.

2.9 Web Page Address. White River's web page may be accessed at www.whiteriverhub.com.

2.10 Communication Protocols. As required by 18 C.F.R. § 284.12(b)(3), White River will comply with the following requirements for public information documents that are posted on its web site:

(a) Documents will be accessible to the public over the public Internet using commercially available web browsers, without imposition of a password or other access requirement.

(b) Users will be able to (1) search an entire document online for selected words, (2) copy selected portions of the documents and (3) directly download the document without the need to view.

(c) White River shall provide the same content for all information, regardless of the electronic format in which it is provided.

(d) White River shall maintain, for a period of three years, all information displayed and transactions conducted electronically, as required by 18 C.F.R. § 284.12 and maintain the ability to recover and regenerate all such electronic information and documents. Parties requesting specific archived historical data may contact the Contract Services Department. Requestors will be charged a fee calculated by multiplying the actual number of hours required to research, collect and prepare the data by the hourly rate posted on White River's web site for providing these services. White River will provide the research information to the requestor in either hardcopy or electronic format.

3. CONTRACTING PROCEDURES

3.1 Procedures and Form of Agreement.

(a) Procedures. Generally, all requests or bids for service, contracting for service, changes to a Shipper's service agreement, releasing capacity and bidding on released capacity must be made through the Customer Activities Web site.

(b) Form of the Agreement. Unless requested by Shipper, no written contract or documents will be issued by White River. The terms and conditions of this tariff together with the terms of Shipper's service documented on the completed service agreement on the Customer Activities Web site will constitute the terms of the transportation service agreement between White River and the Shipper.

3.2 Logon and Password. The use of a party's logon and password on any Customer Activities Web site transaction screen will be deemed to be the party's consent to be bound by the transaction unless the party's bid for capacity release is withdrawn as specified in § 6.24(c).

3.3 Changes to Shipper's Transportation Service. If shipper desires to change a term of its service, it must complete a service amendment form on the Customer Activities Web site. White River will evaluate the Shipper's request. If White River agrees to the requested amendment, White River will place a completed service amendment form on the Customer Activities Web site by 10:00 a.m. on the third business day following the bid period described in § 5.4 of these General Terms and Conditions. The completed form will be notice to the Shipper that the change in service has been made.

4. REQUEST FOR INTERRUPTIBLE SERVICE

4.1 Request for Service. If a Shipper desires service under Rate Schedule IT, it must complying with the requirements of §§ 2 and 8 of these General Terms and Conditions and request the service via the Customer Activities Web site and provide the following information:

(a) The name, business address and phone number of the Shipper requesting service and the party with whom all contact should be made.

(b) A designation of whether Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user, marketer or pipeline sales operating unit.

(c) Whether Shipper is a marketing or energy affiliate of White River.

(d) The name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported if 18 C.F.R. Part 284, Subpart B (§ 311) service is requested.

(e) If § 311 service is requested, a declaration explaining how the requested service qualifies as § 311 service.

(f) The initial term of the service, including beginning and ending dates.

(g) The level of service requested.

Transportation service - Rate Schedule IT
Interruptible service _____ Dth/day
Estimated average daily quantity _____ Dth/day

(h) The rate that Shipper proposes to pay for the requested service:

	Maximum Rate	Other
IT Usage charge:	_____	_____

4.2 Award of Request for Interruptible Service. After receiving a request for interruptible transportation service, White River will evaluate a Shipper's service request. Once the request has been evaluated and approved, White River will issue a completed service agreement on the Customer Activities Web site containing the terms of the service that White River will provide. Placement of the completed service agreement on the Customer Activities Web site will be White River's assent to the contract and notice to the Shipper of the contract.

4.3 Information Update. Any change in the facts or information provided by Shipper in its request for service, whether before or after service begins, must be promptly communicated to White River.

5. ACQUIRING FIRM SERVICE

5.1 Requests for Firm Service.

(a) Prequalify by executing the Electronic Access Agreement in this Tariff and satisfying the creditworthiness provisions of these General Terms and Conditions; and

(b) For Requests for service made available on a first-come first-served basis, comply with the requirements of § 5.3;

(c) For Requests for service made available via a Bid Process, comply with the requirements of § 5.4;

(d) For prearranged Requests for service, comply with the requirements of § 5.5;

(e) For Requests to amend firm service agreements, comply with the requirement of § 5.6.

(f) For Requests for service in an open season, comply with the requirements of § 5.7.

5.2 Limitations on Firm Service.

White River shall not be required to accept a Request for firm service:

(a) that does not satisfy the requirements of this section;

(b) for which adequate firm capacity is not available;

(c) that would impair White River's ability to render existing firm services or otherwise impair operation of the system;

(d) that contains terms or conditions unacceptable to White River; or

(e) that offers a rate less than the maximum Tariff rate, except that White River may agree to provide service at a discounted rate pursuant to § 25 or a Negotiated Rate pursuant to § 27 of these General Terms and Conditions.

5.3 Requests for New Service on a First-Come/First-Served Basis.

(a) Shippers, via MyQuorum, may request service on a first-come/first-served basis for capacity that is available or will become available and is not subject to a right of first refusal, a pending Bid Process under § 5.4.

(b) Requests must meet or exceed the minimum requirements and accept any other conditions stated in any applicable unsubscribed capacity posting or notices posted to White River's website under informational postings.

(c) Requests that do not meet or exceed the minimum requirements of the applicable unsubscribed capacity posting and/or notices, and any Request to amend a service agreement pursuant to § 5.6, may be treated as a Request for prearranged service pursuant to § 5.5.

(d) Requests must be for a minimum term of service of one day and may be submitted to begin the next available nomination cycle as follows:

(i) Timely Cycle: Submitted by 11:00 a.m. on a Business day.

(ii) Evening Cycle: Submitted by 4:00 p.m. on a Business day.

(iii) Intra-day 1 Cycle: Submitted by 8:00 a.m. on a Business day.

(iv) Intra-day 2 Cycle: Submitted by 12:30 p.m. on a Business day.

(v) Intra-day 3 Cycle: Submitted by 5:00 p.m. on a Business day.

(vi) All times are Central Clock Times (CCT).

(e) A Request under this section shall constitute the Shipper's binding offer to contract for service. If a Shipper's Request is awarded, a binding firm service agreement between White River and the Shipper, conforming to the awarded Request, will be placed on MyQuorum. Since the Shipper is bound by its Request, no further acceptance is required for the contract.

(f) Once the firm service agreement between White River and the Shipper has been placed on MyQuorum, the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract.

5.4 Requests for Service Through a Bid Process.

(a) White River may, from time to time, hold a Bid Process for service on capacity that is available or will become available.

(b) Bid Process Notice: A Bid Process will be preceded by a Bid Process Notice posted on the Informational Postings section of White River's website at least one full Business Day before commencement of the Bid Process. A Bid Process Notice is a solicitation for offers to contract for service but the Capacity Bid Process is not itself a binding offer. The Bid Process Notice will specify, as applicable:

(i) The capacity subject to the Bid Process;

(ii) The beginning and end date(s) of the Bid Period;

(iii) Bid evaluation criteria for determining the highest economic value, which shall be Net Present Value in accordance with § 5.4(f)(i) unless the Bid Process Notice specifies different criteria;

(iv) Any special conditions.

(c) Bid Process Procedures: Unless otherwise stated in the Bid Process Notice, the following procedures will apply.

(i) For capacity available for a term of one year or more, the minimum Bid Period will be three Business days.

(ii) For capacity available for a term of less than one year, the minimum Bid Period will be one Business day.

(iii) Times are in Central Clock Time (CCT), unless otherwise stated.

(iv) The Bid Process will begin at 9:00 a.m. on the first Business day of the Bid Period and will close at 1:00 p.m. on the last Business day of the Bid Period specified in the Bid Process Notice. Bids must be submitted and received by White River prior to 1:00 p.m. on the last Business day of the Bid Period in order to be considered.

(v) White River will post bids on MyQuorum as they are received or updated. White River is not required to post the identity of the Bidding Shipper.

(vi) Bidding will be an iterative process in that a Bidding Shipper may submit or update its bid during the Bid Period; provided however, that neither the Bidding Shipper nor an affiliate of the Bidding Shipper may submit a bid with a lower economic value than its previous bid. A Bidding Shipper may not have more than one bid in contention at the same time.

(vii) After the Bid Period closes, White River shall evaluate the bids in accordance with § 5.4(f).

(viii) If White River determines in accordance with § 5.4(f) that two or more bids received during the Bid Period would provide the highest and equal economic value, and such bids collectively request more capacity than is available per the Unsubscribed Capacity report, White River will post notification of a second 30-minute Bid Period (i.e., "Compete Round") to commence at 1:30 p.m., subject to the following:

(1) the Compete Round Bid Period will be limited to the Bidding Shippers that submitted the bids determined to provide the equal and highest economic value;

(2) during the Compete Round Bid Period, the Bidding Shippers may update their bids as frequently as desired to compete with the highest competing bid(s); and

(3) White River shall evaluate all bids received during the Compete Round Bid Period in accordance with § 5.4(f), and will award service in accordance with § 5.4(g).

(d) Bids: Requests for service in the Bid Process are submitted as bids via MyQuorum, which must include:

(i) Bidding Shipper's name and the name, telephone number and email address of the individual placing the bid;

(ii) The beginning effective Gas Day and ending effective Gas Day of the proposed service;

(iii) The maximum reservation charge the Bidding Shipper is willing to pay for the service;

(iv) The desired RDC stated in DTH/day or, for storage service, the daily and annual storage capacities by storage field stated in DTH;

(v) Whether the Bidding Shipper will accept a *pro rata* allocation of capacity and the minimum amount of capacity the Bidding Shipper is willing to accept;

(vi) A designation of whether the Bidding Shipper is a local distribution company, intrastate pipeline company, interstate pipeline company, producer, end user or marketer;

(vii) Whether the Bidding Shipper is an affiliate of White River;

(viii) If 18 CFR Part 284, Subpart B (§ 311) service is requested, the name of the local distribution company or intrastate pipeline company on whose behalf the gas will be transported, and a declaration explaining how the service Request qualifies as § 311 service; and

(ix) Contingencies, if any.

(e) Bidding Conditions:

(i) White River may reject any bid that fails to comply with the requirements of this section or meet the rates, terms and conditions specified in White River's Bid Process Notice.

(ii) A bid shall constitute the Bidding Shipper's binding offer to contract for service, which cannot be withdrawn.

(iii) A Bidding Shipper's use of its logon and password on any MyQuorum transaction screen is such party's consent to be bound by the transaction.

(iv) A Bidding Shipper may not bid a reservation charge less than the minimum reservation charge nor more than the maximum reservation charge specified by the Tariff, unless it is requesting a Negotiated Rate under § 27 of these General Terms and Conditions, nor may the bid exceed the volume of capacity or the term specified in the Bid Process Notice or the Unsubscribed Capacity Report.

(f) Evaluation of Bids:

(i) White River shall determine which bid(s) provide the highest economic value based on Net Present Value, unless a different criterion for determining economic value is set forth in the Bid Process Notice.

(ii) Negotiated Rate bids will be evaluated in accordance with the criteria specified in the Bid Process Notice and consistent with § 27 of these General Terms and Conditions. Bids above the maximum reservation charge will be evaluated using the maximum reservation charge.

(iii) In evaluating bids, White River may aggregate, in whole or in part, the economic value of two or more bids to achieve the overall highest economic value, including the use of *pro rata* allocations for Bidding Shippers that agreed to accept a prorated award of service.

(iv) In evaluating a Shipper's Request to amend its service agreement pursuant to § 5.6, the amendment Request will be assigned an economic value of zero, unless the Request provides additional value, such as by agreeing to: (i) increase Shipper's reservation rate, if such rate is less than the applicable maximum reservation rate or (ii) extend the term of Shipper's firm service agreement.

(g) Award of Service:

(i) Service shall be awarded to the Bidding Shipper(s) whose terms and conditions are acceptable to White River and whose bid(s) offer the highest economic value, including by aggregation as provided in § 5.4(f)(iii).

(ii) In the event two or more bids offer the same economic value, but there is insufficient capacity to serve all such Bidding Shippers, the following provisions apply:

(1) If the bid rates are not equal, the bid with the highest rate will be awarded service before bids offering to pay a lesser rate; provided that, if a bid offers a rate higher than the maximum Tariff rate, it shall be evaluated as a Negotiated Rate equal to the maximum Tariff rate.

(2) If the bid rates are equal but one bid offered the maximum Tariff rate and another offered a negotiated rate equal to the maximum Tariff rate, the bid offering the maximum Tariff rate will be awarded service before bid(s) offering the Negotiated Rate.

(3) If the bid rates are equal, and each bid selected either the maximum Tariff rate or a Negotiated Rate equal to the maximum Tariff rate, service will be allocated *pro rata* between the competing bids that agreed to accept *pro rata* allocation; provided however, that if not all such Bidding Shippers agreed to accept a *pro rata* allocation, capacity will be awarded solely to the Bidding Shippers that have agreed to accept a *pro rata* allocation.

(iii) Except for service that is subject to a Right of First Refusal (ROFR) according to § 7 of these General Terms and Conditions, capacity will be awarded no later than 11:00 a.m. on the second Business day following the last day of the Bid Period in accordance with § 5.4(f). Capacity that is subject to a ROFR will be awarded in accordance with the provisions of § 7 of these General Terms and Conditions.

(iv) If a Bidding Shipper is awarded service, a binding firm service agreement between White River and the Shipper, conforming to the awarded bid, will be placed on MyQuorum. Since the Bidding Shipper is bound by its bid, no further acceptance is required for the contract.

(v) Once the firm service agreement between White River and the Bidding Shipper has been placed on MyQuorum, the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract.

(vi) Damages: If a Bidding Shipper is awarded service but refuses to accept service or otherwise breaches the service agreement before service begins:

(1) If White River has not yet posted the notice of awarded capacity pursuant to § 5.11, service will be offered to the Bidding Shipper(s) providing the next highest economic value, and if accepted, the Bidding Shipper that breached shall be liable to White River for the difference in economic value between its bid and the accepted bid having the next highest economic value.

(2) If White River has posted the notice of awarded capacity pursuant to § 5.11, or the Bidding Shipper(s) providing the next highest economic value declines to accept service, White River shall repost the capacity for Bid Process in accordance with § 5.4, and the Bidding Shipper(s) that breached shall be liable to White River for the difference in economic value between its bid and the awarded bid(s) in that second Bid Process.

(h) When awarded capacity is posted pursuant to § 5.11, if the Bid Process Notice specified a method of determining economic value other than Net Present Value, the posting shall set forth the winning bid and the calculation used to determine the award.

5.5 Service Through Prearrangement.

(a) White River and Shipper may agree to enter into a prearranged service agreement for Capacity that is available or will become available and is not subject to a Right of First Refusal (ROFR). A Shipper requesting service through prearrangement, in addition to complying with the requirements of § 5.1(a), must complete a request for service, via MyQuorum.

(b) Upon agreement for prearranged service, White River will post a Bid Process Notice pursuant to § 5.4(b) to make the service available for bidding, provided that the prearranged agreement shall be binding between White River and Shipper if no bids are received in the Bid Process that provide a higher economic value.

(c) If a bid received in the Bid Process provides a higher economic value than the Request for prearranged service, White River will provide the Prearranged Shipper a one-time right, within one (1) Business Day, to match the bid. If the Prearranged Shipper elects to match the higher bid, White River will award service to the Prearranged Shipper. If the Prearranged Shipper does not match the higher bid, White River will award the capacity in accordance with § 5.4(g).

(d) If the Request for prearranged service is awarded, a binding firm service agreement between White River and the Shipper, conforming to the terms of the Shipper's Request, will be placed on MyQuorum, and the Shipper may submit a nomination at the next available nomination cycle commencing with the effective date of service under the contract. Since the Shipper is bound by its Request, no further acceptance is required for the contract.

5.6 Requests for Amendments to Firm Service Agreements.

(a) A Shipper, via MyQuorum, may submit a Request to amend its service agreement.

(b) Amendment Requests may be made on a first-come/first-served basis pursuant to § 5.3, via Bid Process pursuant to § 5.4, or through prearrangement pursuant to § 5.5, and may be for temporary or permanent amendments.

(c) Temporary amendment Requests:

(i) Temporary amendments are for a period of one month or less, for the current month except as provided for in § 5.6(c)(iv), and allow a Shipper to move its primary firm capacity to other MAP points for the period specified in the temporary amendment. When the temporary amendment expires, the firm capacity returns to the previous MAP point.

(ii) Temporary amendment Requests may be submitted on any day of the month and for the current month only, except as provided below in § 5.6(c)(iv).

(iii) Temporary amendment Requests for the next Gas Day must be submitted no later than 11:00 a.m. the day timely nominations are due.

(iv) Temporary amendment Requests for the following month which have an effective date of the first day of that month can be submitted after 12:00 p.m. on the 4th Business day prior to the end of the current month, unless otherwise stated in an applicable notice or posting.

(v) White River will evaluate temporary amendment Requests in a timely manner except as limited by Operational Flow Orders as defined in § 1 of these General Terms and Conditions.

(d) Permanent amendment Requests:

(i) The effective date of a permanent amendment under this section may be no sooner than the first day of the month following the date of the Request and must be through the remaining term of the service agreement.

(ii) Permanent amendment Requests received outside a Bid Period may be treated as a request for prearranged service pursuant to § 5.5.

(iii) Permanent amendment Requests received during any bid period will be evaluated pursuant to § 5.4(f).

5.7 Requests for Service in an Open Season.

(a) White River may, from time to time, hold an open season to solicit Shipper commitments or determine Shipper interest in the construction of new capacity.

(b) Requests for service in the open season shall comply with the open season notice.

(c) White River shall evaluate Requests for service submitted in the open season in accordance with the procedures set forth in § 5.4(f), unless otherwise stated in the open season notice.

(d) An open season shall not be required for minor or auxiliary facilities, additions of receipt/delivery/metering or related facilities, or facilities that do not significantly alter the operational characteristics of White River's system.

5.8 Service Commencement Timeframes.

Unless otherwise stated in the applicable notice or posting, Shippers may request service to commence at a future date within the following timeframes:

(a) For service with a term less than 1 year, the requested service shall commence no later than 90 days from the date service is awarded;

(b) For service with a term of 1 year or longer, the requested service shall commence within 1 year from the date service is awarded.

5.9 Interim Capacity. If White River enters into a service agreement with a future start date in accordance with § 5.8, White River may make service on the capacity available for the interim period prior to the commencement date of the future firm service agreement. Firm service agreements for the interim capacity will not have a Right of First Refusal.

5.10 Notice of Awarded Capacity.

Within one Business day after service has been awarded, White River shall post each awarded firm service agreement on its website under Informational Postings.

5.11 Accommodation for System Disruptions.

If White River is unable to process a service Request or complete a Bid Process in accordance with this section due to a disruption to MyQuorum or any other information system, White River may, with notice to affected parties, complete the processing of the Request or completion of the Bid Process by alternate means such as email or facsimile.

5.12 Reserved for Future Use

6. CAPACITY RELEASE AND ASSIGNMENT

6.1 General. This section defines the specific terms and conditions of the capacity release-program on White River's system and applies to any Shipper that has contracted for firm transportation service under Rate Schedules FT and RGS and elects to release all or a portion of its firm transportation capacity.

6.2 Release of Capacity Under Rate Schedule RGS. In the case of any release of capacity by a Shipper under Rate Schedule RGS, the Replacement Shipper shall execute an agreement for service pursuant to, and shall receive service subject to the terms and conditions of, Rate Schedule FT.

6.3 Criteria for Evaluating Bids for Released Capacity. A releasing Shipper may specify how bids for released capacity are to be evaluated to determine the best offer. A Releasing Shipper must notify White River of the criteria by which volumetric and index-based bids are to be evaluated. These criteria must be objectively stated, applicable to all potential bidders and nondiscriminatory. Unless the offer to release is withdrawn according to § 6.24, the Releasing Shipper shall not be entitled to reject a bid that meets its specified criteria.

6.4 Qualification for Participation in the Capacity Release Program. Any party wishing to become a Bidding Shipper must prequalify by satisfying the creditworthiness standards and Customer Activities Web site access and signatory requirements of this tariff prior to submitting a bid for capacity. Notwithstanding Shipper's qualification to participate in White River's capacity release program, White River does not guarantee to the Releasing Shipper that the Replacement Shipper will pay for the contracted-for service.

6.5 Released Capacity. A Shipper may release its capacity at a Primary Receipt point up to its total RDC and a Primary Delivery point up to its total RDC. A Shipper releasing its capacity must release RDC at a Primary Receipt point and an equal amount of RDC at a Primary Delivery point, as long as the sum of the Primary Receipt point capacity being released equals the sum of the Primary Delivery point capacity being released. A Shipper may simultaneously release its capacity at more than one Primary Receipt point and at more than one Primary Delivery point.

6.6 Notice By Shipper Electing to Release Capacity. A Releasing Shipper must post a notice via the Customer Activities Web site that it elects to release firm capacity. The notice must state:

(a) The Releasing Shipper's name, contract number and the name and phone number of the individual responsible for authorizing the release of capacity.

(b) The maximum and minimum RDC to be released stated in Dth/d.

(c) The Primary Receipt point(s) and Primary Delivery point(s).

(d) Whether capacity will be released on a firm or recallable basis. If on a recallable basis, the terms under which the capacity may be recalled.

(e) Whether Shipper will accept contingent bids, the contingencies acceptable to Shipper, the deadline by which all contingencies must be met and whether White River should award capacity to the next highest bidder if contingencies are not met.

(f) The beginning and ending dates of the release.

(g) Whether the release is temporary or permanent.

(h) The minimum acceptable release period.

(i) Whether the capacity may be released at a one-part volumetric rate.

(j) If capacity is released at a one-part volumetric rate, (i) the minimum volumetric rate, (ii) the terms and conditions applicable to the release, (iii) whether two-part bids will be accepted and (iv) criteria by which bids are to be evaluated.

(k) The minimum rate at which the Shipper will release the capacity. If the Releasing Shipper does not specify a minimum rate, a Bidding Shipper may bid any rate up to the maximum rate on White River's Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate.

(l) The criteria by which White River should evaluate the bids. A Releasing Shipper may select highest rate (the measure of dollars per unit), net revenue (the measure of the sum of all payments), the present-value formula in § 6.13 or state its own criteria.

(m) For index-based capacity release transactions, the releasing shipper must specify which one of the following methods is acceptable for bidding on a given index-based capacity release offer:

(i) a percentage of the formula,
(ii) a dollars and cents differential from the formula, or
(iii) a dollars and cents differential from the Rate Floor.

(n) The method by which capacity will be awarded if tied bids are received. If no method for awarding capacity to tied bidders is specified, the capacity will be awarded pro rata based on each Shippers requested RDC.

(o) Any other conditions applicable to the acceptance of the Releasing Shipper.

(p) The legal name of the Replacement Shipper if the release is a pre-arranged release.

(q) Whether the pre-arranged Replacement Shipper is an asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4).

(r) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to or purchase gas from the Releasing Shipper.

6.7 Term of Capacity Release. The term of the capacity release may not exceed the term of the Releasing Shipper's transportation service agreement, nor may it be less than one gas day.

6.8 Availability of Released Capacity. Released capacity shall be made available on a nondiscriminatory basis and shall be assigned based on the results of a bid period or a pre-arrangement complying with the procedures described below.

6.9 Exceptions to Bidding.

Bidding Periods for Released Capacity - All times listed below are Central Clock Time:

(a) The following released-capacity transactions are exempt from the bidding procedures:

(i) A pre-arranged release for a term greater than one year that (a) is for the maximum tariff rate, (b) is for the full term for which the capacity is released and (c) meets all terms and conditions of the release.

(ii) A pre-arranged release for a term of 31 days or less, except rollovers. When a release for 31 days or less is exempt from the bidding requirement, the releasing shipper may not re-release the capacity to the same replacement shipper until twenty-eight (28) days after the end of the first release period.

(iii) A pre-arranged release that (a) is to a qualified asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4), (b) is for the full term for which the capacity is released and (c) meets all terms and conditions of the release.

(b) Posting For non-biddable releases:

(i) 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:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.

(ii) The contract is issued within one hour of the Award posting (with a new contract number, when applicable).

(iii) Nomination is possible beginning at the next available nomination cycle for the effective date of the contract [NAESB WGQ 5.3.2].

6.10 Bidding Periods for Released Capacity.

(a) All released-capacity transactions other than those listed in § 6.9(a) must be posted on the Customer Activities Web site by the releasing shipper in accordance with § 6.6 and the capacity must be awarded through the bidding procedures set forth in §§ 6.10(c) and 6.10(d).

(b) The timeline set forth below is applicable to all parties involved in the capacity release process provided that (i) all information provided by the parties to the transaction is valid and the acquiring shipper has been determined to be creditworthy before the capacity-release bid is tendered, (ii) for index-based capacity release transactions, the Releasing Shipper has provided White River with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and (iii) there are no special terms or conditions of the release. Further, White River 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 White River) [NAESB WGQ 5.3.1].

(c) For biddable releases (1 year or less):
1 Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
2 Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
3 (Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
4 If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
5 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.
6 The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
7 Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(d) For biddable releases (more than 1 year):
1 Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day
2 Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
3 Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
4 If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
5 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.
6 The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
7 Nomination is possible beginning at the next available nomination cycle for the effective date of the contract [NAESB WGQ 5.3.2].

(e) For uploaded offers on electronic data interchange (EDI), the following procedures will be followed: White River shall accept and process capacity release offers from Releasing Shippers (or their authorized third-party service providers), provided the valid Offer is received by White River prior to the respective deadline specified in NAESB Standard No. 5.3.2. Such Offer, will be posted as an offer and will be available for bidding by the posted deadline and start of bidding time specified (for the received business day) in NAESB Standard No. 5.3.2 or the Releasing Shipper's specified business day (if later than the received business day) [NAESB WGQ 5.3.31]. White River shall accept and process uploads of capacity release Bids from potential acquiring Shippers (or their authorized third-party service provider), provided the valid Bid is submitted no later than the respective deadline as specified in NAESB WGQ Standard No. 5.3.2. Such timely bid, will be evaluated by White River for the purpose of identifying the winning Bidder associated with the Offer [NAESB WGQ 5.3.32].

(f) White River shall reject and Shipper will be required to withdraw, upon notice by White River, capacity-release offers reflecting conditions that do not conform to White River's tariff. A new bid period will be scheduled once the withdrawn capacity-release offer has been revised and reposted.

(g) A Releasing Shipper may post on the Customer Activities Web site a pre-arranged deal at the maximum rate to determine if another Shipper would be willing to offer better terms and conditions.

(h) A Releasing Shipper will not be able to specify an extension of the original bid period or the pre-arranged deal match period without posting a new release [NAESB WGQ 5.3.25].

6.11 Awarding of Contingent Bids. Released capacity will not be awarded to a bidder submitting a contingent bid until the Bidding Shipper has notified White River through the Customer Activities Web site that all contingencies have been met. If all contingencies have not been met by the deadline established by the Releasing Shipper, the released capacity shall revert back to the Releasing Shipper unless White River has been directed by the Releasing Shipper to award the capacity to the next highest bidder.

6.12 Bids for Released Capacity. A Shipper may submit a bid for released capacity at any time during the bid period.

(a) Each bid for released capacity must include the following:

(i) Released capacity transaction number.

(ii) Bidding Shipper's name and the name and telephone number of the individual placing the bid.

(iii) The beginning and ending dates of the proposed capacity acquisition.

(iv) The maximum reservation charge or volumetric rate Bidding Shipper is willing to pay for the capacity.

(v) The desired RDC stated in Dth/d.

(vi) Whether the Bidding Shipper will accept pro rata allocation of capacity and the minimum amount of capacity the Bidding Shipper is willing to accept.

(vii) Whether the Bidding Shipper is the pre-arranged Shipper.

(viii) Whether the pre-arranged Replacement Shipper is an asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4).

(ix) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to or purchase gas from the Releasing Shipper.

(b) A pre-arranged Shipper other than those exempted from the bidding procedures in accordance with § 6.9(a) must post its bid for the capacity on the Customer Activities Web site. If the pre-arranged Shipper fails to post its bid, the capacity will not be awarded to the pre-arranged Shipper.

(c) The identity of any Bidding Shipper shall be kept confidential. However, the amount of each bid received by White River during the bid period will be posted on the Customer Activities Web site.

(d) A Bidding Shipper may not bid a reservation charge or volumetric rate less than the minimum nor more than the maximum reservation or volumetric rate specified on the Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate, nor may the quantity of gas or the term of the bid exceed the maximum quantity of gas or term specified by the Releasing Shipper.

(e) A Bidding Shipper submitting a contingent bid must notify White River and the Releasing Shipper, via the Customer Activities Web site, when all contingencies have been met.

(f) A Bidding Shipper may withdraw its bid prior to the end of the bidding period. However, once a bid is withdrawn, the Bidding Shipper may only submit a new bid for that released capacity at a higher rate.

(g) Bids cannot be withdrawn after the bid period ends.

6.13 Awarding of Released Capacity. When the capacity-release service provider (White River) makes awards of capacity for which there have been multiple bids meeting minimum conditions, the capacity-release facilitator (White River) will award the bids, best bid first, until all offered capacity is awarded [NAESB WGQ 5.3.4].

(a) Temporarily released capacity shall be awarded to the Bidding Shipper that makes the best offer based on the criteria specified by the Releasing Shipper, or, if no criteria were specified, based on the present value formula defined below.

(b) Permanently released capacity shall be awarded to the Replacement Shipper that offers a rate and term yielding a present value equal to or greater than the present value of the Releasing Shipper's transportation service agreement. The present value shall be calculated using the formula stated below. Acceptance shall be conditioned upon the Replacement Shipper satisfying White River's creditworthiness standards and eligibility requirements.

(c) Present value formula:

$$\left(\text{Monthly Reservation Charge per Unit}\right) \times \frac{\left[1-(1+i)^{-n}\right]}{\left[\,i\,\right]} = \text{Present Value per Unit}$$

Where: i = interest rate per month, i.e., overall rate of return divided by 12 months.
n = term of the agreement, in months.

(d) If two or more bids are of equal value, the capacity shall be awarded according to the criteria specified by the Releasing Shipper. If no method for awarding bids of equal value is specified, the capacity shall be awarded to those bidders pro rata based on the ratio the quantity bid by those bidders bears to the total quantity bid by all bidders multiplied by the quantity of capacity released.

(e) If no bid is submitted meeting all of the rates, terms and conditions in the Releasing Shipper's release notice, then no award of capacity shall be made.

(f) Released capacity will not be awarded to a bidder submitting a contingent bid until the bidding shipper has notified White River through the Customer Activities Web site that all contingencies have been met. If all contingencies have not been met by the deadline established by the releasing shipper, the released capacity shall revert back to the releasing shipper unless White River has been directed by the releasing shipper to award the capacity to the next highest bidder.

(g) For a pre-arranged release, if no better offer is received during a bid period or the pre-arranged offer is for the applicable maximum reservation charge and the arrangement is for the full term of the release, then the pre-arranged Bidding Shipper shall become the Replacement Shipper. If the pre-arranged release is for less than the applicable maximum reservation charge and a better offer is received during the bid period, the pre-arranged Bidding Shipper shall have one hour from the time notification is received from White River to match the better offer. If the pre-arranged Bidding Shipper fails to match the better offer, then the

Bidding Shipper who presented the better offer shall become the Replacement Shipper.

(h) To document the award of the release of capacity to the successful Bidding Shipper, White River will place a service agreement between White River and the Replacement Shipper on the Customer Activities Web site conforming to the terms of the Shipper's bid.

(i) A Releasing Shipper shall retain all of the capacity under its transportation service agreement that is not acquired by a Replacement Shipper.

(j) When capacity is released and awarded on an intra-day cycle, it is the responsibility of the releasing shipper and the replacement shipper to ensure that nominations for a given day do not exceed the RDC set forth in the releasing shipper's transportation service agreement. Scheduled quantities in excess of the RDC specified in the applicable transportation service agreement will be treated as authorized overrun. Any quantities in excess of the scheduled quantity will be treated as unauthorized overrun.

6.14 Permanent Release of Capacity.

(a) Where all or a portion of a Shipper's capacity has been permanently released for the entire remaining term of the releasing Shipper's service agreement without recall or interruption rights, the Releasing Shipper may request White River to amend or terminate its service agreement to reflect the permanent release of the capacity.

(b) White River shall not be obligated to amend the Releasing Shipper's service agreement to reflect the permanently released capacity unless the capacity is released at rate not less than the Releasing Shipper's contract rate and for the full term of the agreement and the Replacement Shipper meets White River's creditworthiness requirements stated in § 8. Otherwise, White River may condition an amendment to the agreement on payment of exit fees. White River will not amend or enter into a service agreement for a permanent release of capacity at a volumetric rate.

(c) Unless White River agrees to amend the Releasing Shipper's service agreement, the Releasing Shipper shall remain liable for payment of the reservation fee under the agreement.

(d) If capacity is permanently released, the Replacement Shipper will acquire the right of first refusal held by the Releasing Shipper as described in § 7 to this tariff for the capacity acquired by the Replacement Shipper.

6.15 Notice of Awarded Capacity. Within one business day after capacity has been awarded, White River shall post the following information regarding each transaction on Informational Postings for a period of 30 days:

(a) The name of the Replacement Shipper and the release transaction number.

(b) Whether or not the Replacement Shipper is an affiliate of White River.

(c) If a pre-arranged release, whether the Replacement Shipper is an asset manager as defined in 18 C.F.R. § 284.8(h)(3) or a marketer participating in a state-regulated retail access program as defined in 18 C.F.R. § 284.8(h)(4).

(d) If the pre-arranged Replacement Shipper is an asset manager, the asset manager's obligation to deliver gas to, or purchase gas from, the Releasing Shipper.

(e) Term.

(f) Reservation charge or volumetric rate.

(g) Primary receipt and delivery points.

(h) The RDC in Dth/day.

(i) Whether the release is firm or recallable.

6.16 Released Capacity Rates. The reservation charge or volumetric rate for any released firm capacity shall be as bid by the Replacement Shipper, but in no event shall the reservation charge or volumetric rate be less than White River's minimum or more than White River's applicable maximum reservation charge or volumetric rate listed on the Statement of Rates, except for short-term capacity releases for a term of one year or less that are not subject to the maximum rate. All applicable charges will be stated in the service agreement on the Customer Activities Web site. The Replacement Shipper shall pay any usage charge as well as all other applicable charges, surcharges or fees.

6.17 Effective Date of Release and Acquisition. The beginning date of the release by a Releasing Shipper and the acquisition date of a Replacement Shipper will be on the beginning date designated on the notice of released capacity.

6.18 Notice of Offers to Release or to Purchase Released Capacity. A Shipper desiring to release or acquire released capacity may submit a notice to White River's Contract Services Department via e-mail, at customerservice@mwpipe.com, and include in the subject line, "Notice of Offers to Release or Purchase Capacity by [Shipper Name]." White River will then post the notice as a non-critical notice on the Informational Postings section of its web site for the period of time requested by the Shipper but not to exceed 90 days. The Shipper shall provide all criteria that it deems appropriate, but will include the following:

(a) Shipper's name and person to contact for additional information.

(b) Whether the Shipper is offering to release capacity or requesting to purchase released capacity.

(c) The desired beginning and ending dates.

(d) Primary receipt and delivery points.

(e) The desired RDC in Dth/day.

6.19 Active Marketing Fee. When a Releasing Shipper requests that White River actively market the released capacity, White River will provide the marketing service at a fee to be negotiated between Shipper and White River.

6.20 Nominations and Scheduling. A Replacement Shipper must nominate and schedule services directly with White River according to the applicable procedures stated in White River's tariff.

6.21 Recall and Reput [NAESB WGQ 5.3.44]. Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. White River will support the following recall notification periods for all released capacity subject to recall rights. All times listed below are Central Clock Time:

Timely Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to White River and the first Replacement Shipper no later than 8:00 a.m. on the day that timely nominations are due;

(b) White River will 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;

Early Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to White River and the first Replacement Shipper no later than 3:00 p.m. on the day that evening nominations are due;

(b) White River will 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;

Evening Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to White River and the first Replacement Shipper no later than 5:00 p.m. on the day that evening nominations are due;

(b) White River will 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;

Intraday 1 Recall Notification:

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

(b) White River will 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; and

Intraday 2 Recall Notification:

(a) A Releasing Shipper recalling capacity should provide notice of such recall to White River and the first Replacement Shipper no later than 12:00 p.m. on the day that intraday 2 nominations are due;

(b) White River will 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.

Intraday 3 Recall Notification:

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

(b) The TSP should 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.

When capacity is recalled, it may not be reput for the same Gas Day [NAESB WGQ 5.3.53]. The deadline for notifying White River of a reput is 8:00 a.m. to allow for timely nominations to flow on the next Gas Day [NAESB WGQ 5.3.54]. Recall notifications to White River must be expressed in terms of total released capacity entitlements. White River is not obligated to deliver in excess of the total daily contract quantity of the release [NAESB WGQ 5.3.57]. For recall notification provided to White River prior to the recall notification deadline specified above (NAESB Standard 5.3.44), and received between 7:00 a.m. and 5:00 p.m., White River will provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification. For recall notification provided to White River after 5:00 p.m. and prior to 7:00 a.m., White River will provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification [NAESB WGQ 5.3.45].

6.22 Compliance by Replacement Shipper. By acquiring released capacity, a Replacement Shipper agrees that it will fully comply with all terms and conditions of this tariff. The terms and conditions of the original release, except price, term and quantity, will be binding on all Replacement Shippers.

6.23 Obligations of Releasing Shipper. The Releasing Shipper shall continue to be liable and responsible for all reservation charges associated with the released capacity up to the maximum reservation charge specified in the Releasing Shipper's service agreement. Subsequent releases by a Replacement Shipper shall not relieve the original or any subsequent Releasing Shipper of its obligations under this tariff.

6.24 Option to Withdraw Released Capacity.

(a) 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 [NAESB WGQ 5.3.16].

(b) Shipper may be required to withdraw the offer according to § 6.10(g) of these General Terms and Conditions.

(c) The Releasing Shipper must provide notice of its withdrawal of released capacity through the Customer Activities Web site prior to the close of the bid period. The offer to release capacity may not be withdrawn after the close of the bid period.

7. EXERCISE OF RIGHT OF FIRST REFUSAL

7.1 Ownership of Right of First Refusal. A Shipper with a FT or RGS Rate schedule service agreement at the maximum applicable rate with a current contract term for one (1) year or greater or for multi-year seasonal service shall have a right of first refusal upon the expiration or termination of the current contract term. Shipper may exercise its right of first refusal by following the procedures set forth in this § 7.

7.2 Notice of Availability.

(a) At least one month prior to the expiration of Shipper's service agreement, White River will post Shipper's capacity for sale as available capacity according to the procedures set forth in § 5 of these General Terms and Conditions. White River will indicate in the notice of available capacity whether the capacity is subject to a right of first refusal. Parties interested in purchasing the capacity may submit bids for the capacity according to § 5.

(b) White River may post the capacity for sale at any time within the last contract year. However, Shipper will retain the capacity until the end of its current contract term.

7.3 Exercise of Right. Upon White River's acceptance of a bid, White River will inform Shipper of the terms of the bid. Shipper shall have one business day to match the rate and contract term of the bid. If Shipper matches the bid, Shipper will be awarded the capacity. Otherwise, Shipper's service agreement will expire at the end of its current term. Thereafter, Shipper shall have no rights to the capacity.

7.4 Retention of Capacity. If no acceptable bids are received and Shipper is willing to pay the maximum rate, Shipper may retain the capacity for whatever term it chooses up to the maximum term set forth in the notice of availability.

7.5 New Contract. If Shipper elects to retain the capacity, White River will issue Shipper a new contract setting forth the agreed upon rate and term, as well as the same primary receipt and delivery point capacities currently held by Shipper under the expiring service agreement.

7.6 Primary Points. An existing firm Shipper that chooses to exercise its right of first refusal under an expiring service agreement will retain its right to use the primary receipt and delivery points under that service agreement.

7.7 Bidding Procedures. Any Shipper that acquires available capacity according to this section will not be required to repeat the bidding procedures outlined in § 5 of this tariff.

7.8 Discounted Rates. White River may grant a ROFR, on a non-discriminatory basis, to Shippers paying either a discounted or negotiated rate.

7.9 Reserved Capacity Rights. Capacity that is sold on an interim limited-term basis in accordance with § 30, Capacity Reserved for Future Expansions, shall not be eligible for a Right of First Refusal (ROFR) unless White River and Shipper agree to a conditional contractual ROFR that would take effect upon a determination that a specific future project is cancelled.

8. CREDITWORTHINESS

8.1 Credit Appraisal. In evaluating requests for service and for other purposes under this Tariff, White River will perform a credit appraisal of Shipper.

(a) Acceptance of a Shipper's request for service and the continuation of service to a Shipper are contingent upon the Shipper complying with creditworthiness requirements of this Section 8 on an on-going basis. To determine creditworthiness, a credit appraisal shall be performed in accordance with the following criteria:

(i) White River shall apply consistent evaluation practices to all similarly situated Shippers in determining any Shipper's financial ability to perform its obligations to White River over the term of the requested or existing Service Agreement.

(ii) A Shipper will be deemed creditworthy if:

(1) its long-term unsecured debt securities are rated at least BBB- by Standard & Poor's Corporation (S&P) and at least Baa3 by Moody's Investor Service (Moody's) (provided, however, that if the Shipper's rating is at BBB- or Baa3 and the short-term or long-term outlook is Negative, White River may require further analysis as discussed below); and

(2) the sum of reservation fees, usage fees and any other associated fees and charges for the contract term, on a Net Present Value basis, is less than 15% of Shipper's tangible net worth. If a Shipper has multiple service agreements with White River, then the total potential fees and charges of all such service agreements shall be considered in determining creditworthiness.

(iii) As used in the prior paragraph, the term "tangible net worth" means the excess of assets over liabilities from an accounting standpoint, which is also known as "capital." For example, in the case of a corporation, tangible net worth is represented by the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts, if any. White River defines tangible net worth for a corporation as the sum of the capital stock, paid-in capital in excess of par or stated value, and other free and clear equity reserve accounts less goodwill, patents, unamortized loan costs or restructuring costs, and other intangible assets. Only actual tangible assets are included in White River's assessment of creditworthiness. Tangible net worth is compared with the Net Present Value of a Shipper's obligations to White River under its contracts in applying the 15% test in the prior paragraph.

(iv) If a Shipper does not meet the criteria described above, then such Shipper may request that White River evaluate its creditworthiness based upon the level of its current and requested service on White River relative to the Shipper's current and future ability to meet its obligations. Such credit appraisal shall be based upon White River's evaluation of the following information and credit criteria:

(1) S&P and Moody's opinions, watch alerts, and rating actions and reports, ratings, opinions and other actions by Dun and Bradstreet and other credit reporting agencies will be considered in determining creditworthiness.

(2) Consistent financial statement analysis will be applied by White River to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements and auditor's notes will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.

(3) Results of bank and trade reference checks and credit reports must demonstrate that Shipper is paying its obligations in a timely manner.

(4) Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws and there must not be pending any petition for involuntary bankruptcy of the Shipper. An exception may be made for a Shipper which is a debtor in possession operating under Chapter XI of the Federal Bankruptcy Act if White River is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future actually to make payment.

(5) Whether Shipper is subject to any lawsuits or judgments outstanding which could materially impact its ability to remain solvent.

(6) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by White River and whether Shipper is paying and has paid its account balances according to the terms established in its service agreements (excluding amounts as to which there is a good faith dispute).

(7) The nature of the Shipper's business and the effect on that business of general economic conditions and economic conditions specific to it, including Shipper's ability to recover the costs of White River's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

(8) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the contract.

(9) Information which White River may request to be provided by Shipper to White River in connection with such a credit evaluation includes the following:

a. Audited Financial Statements;

b. Annual Reports;

c. Most recent statements filed with the Securities and Exchange Commission (or an equivalent authority) or other similar publicly available information;

d. For public entities, the most recent publicly available interim financial statements, with an attestation by its Chief Financial Officer, Controller, or equivalent (CFO) that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with Generally Accepted Accounting Principles (GAAP) or equivalent;

e. For non-public entities, including those that are state-regulated utilities, the most recent available interim financial statements, with an attestation by its CFO that such statements constitute a true, correct, and fair representation of the Shipper's financial condition prepared in accordance with GAAP or equivalent;

f. For non-public entities, including those that are state-regulated utilities, any existing sworn filings, including the most recent available interim financial statements and annual financial reports filed with the respective regulatory authority, showing the Shipper's current financial condition;

g. For any state-regulated utility local distribution company, documentation from its state regulatory commission (or equivalent authority) of an authorized cost recovery mechanism;

h. List of affiliates, parent companies, and subsidiaries;

i. Publicly available credit reports from credit and bond rating agencies;

j. Private credit ratings, if obtained by the Shipper;

k. Bank references;

l. Trade references;

m. Statement of legal composition;

n. Statement of the length of time the business has been in operation; and

o. such other information as may be mutually agreed to by the parties.

(v) If White River concludes that a Shipper is noncreditworthy, White River shall notify Shipper within ten (10) Days after that determination is made. If requested by Shipper, White River shall provide a written explanation of the reasons for this determination. A Shipper may challenge this determination by providing a written rebuttal to White River's explanation within ten (10) Days after the explanation is provided by White River. White River shall respond to such a rebuttal in writing within ten (10) Days. Any reevaluation of credit by White River in response to such a rebuttal by the Shipper shall be based on the credit criteria set out in this Section.

(vi) (1) If White River requests additional information to be used for credit evaluation after the initiation of service, White River, contemporaneous with the request, shall provide its reasons for requesting the additional information to Shipper and designate to whom the response should be sent. (White River and Shipper may mutually agree to waive this requirement.) Upon receipt of either an initial or follow-up request from White River for information to be used for creditworthiness evaluation, Shipper's authorized representative shall acknowledge receipt of White River's request. (White River and Shipper may mutually agree to waive the requirements of this standard.) Shipper's authorized representative shall respond to White River's request for credit information, as allowed by this Tariff, on or before the due date specified in the request.

(2) Shipper shall provide all the credit information requested by White River or provide the reasons why any of the requested information was not provided. Upon receipt from Shipper of all credit information provided pursuant hereunder, White River shall notify Shipper's authorized representative that it has received such information. (White River and Shipper may mutually agree to waive this requirement.)

(3) Shipper shall designate up to two representatives who are authorized to receive notices regarding Shipper's creditworthiness, including requests for additional information pursuant to the applicable standards, and shall provide to White River the internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses are to be provided via internet e-mail, unless otherwise agreed to by the parties. The obligation of White River to provide creditworthiness notifications is waived until the above requirement on designation of representatives has been met.

(4) White River shall designate, on its Interactive Website or in written notices to Shipper, the internet e-mail addresses of up to two representatives who are authorized to receive information regarding Shipper's creditworthiness. Shipper's obligation to provide confirmation of receipt of notices requesting such information is met by sending such confirmation to such representatives. In complying with the creditworthiness related notifications pursuant hereto Shipper and White River may mutually agree to other forms of communication in lieu of internet email notifications.

(b) (i) If a Shipper fails to satisfy the credit criteria, such Shipper may still obtain or continue service hereunder on existing facilities if it elects one of the following options:

(1) Payment in advance of all fees and charges for three (3) Months' advance service;

(2) A standby irrevocable letter of credit covering all fees and charges for three (3) Months' advance service drawn upon a bank acceptable to White River;

(3) Security interest covering all fees and charges for three (3) Months' advance service in collateral provided by the Shipper found to be satisfactory to White River; or

(4) Guarantee of all fees and charges for three (3) Months' advance service by a person or another entity which does satisfy the credit appraisal.

(ii) Nothing herein shall be read to preclude White River from requiring, and enforcing for the term of the initial contracts, more than three (3) Months of fees and charges for advance service as security in agreements supporting an application for a certificate to construct new or expanded facilities. For purposes of this paragraph, the term "initial contract" shall include any replacement contract entered into upon a permanent release of Capacity under an initial contract.

(c) Where a Shipper selects the prepayment option under Section 8.1(b) of these General Terms and Conditions, the prepayment amounts shall be deposited in an interest-bearing escrow account if such an escrow account has been established by the Shipper which meets the criteria set out in this paragraph. The costs of establishing and maintaining the escrow account shall be borne by the Shipper. The escrow bank must be rated at least AA or better and shall not be affiliated with the Shipper. The escrow arrangement shall provide for the prepayment amounts to be applied against the Shipper's obligation under its service agreements with White River and shall grant White River a security interest in such amounts as an assurance of future performance. The escrow agreement shall specify the permitted investments of escrowed funds so as to protect principal, and shall include only such investment options as corporations typically use for short-term deposit of their funds. Such escrow account shall at all times maintain the amount of prepayment required under Section 8.1(b) of these General Terms and Conditions. If White River is required to draw down the funds in escrow, it will notify the Shipper and the Shipper must replenish such funds within three (3) Business Days after such notice.

(d) White River's credit appraisal procedures involve the establishment of dollar credit limits on a standardized, nondiscriminatory basis. To the extent that a Shipper's accounts with White River do not exceed such limit, and Shipper has met all creditworthiness requirements as determined in periodic credit reviews by White River, which reviews may be conducted on at least an annual basis, no new credit

appraisals shall be required when an existing Agreement is amended or a request for a new Agreement is made, provided that Shipper's payment history has been satisfactory and there is no bona fide basis for questioning Shipper's creditworthiness, subject to the provisions of Sections 8.2 and 17.5 of these General Terms and Conditions.

(e) Notwithstanding the provisions of Section 8.1(b), above, in the event White River constructs new facilities to provide service, in whole or in part, to a Shipper, White River may require from the Shipper security in an amount up the Shipper's pro rata share of the cost of such facilities. Security hereunder may be in any of the forms available under Section 8.1(b) of these General Terms and Conditions, at Shipper's choice. White River is only permitted to recover the cost of facilities once, either through rates or through this provision. As White River recovers the cost of these facilities through its rates, the security required shall be reduced accordingly. Where facilities are constructed to serve multiple Shippers, an individual Shipper's obligation hereunder shall be for no more than its proportionate share of the cost of the facilities. This provision is in addition to and shall not supersede or replace any other rights that White River may have regarding the construction and reimbursement of facilities.

(f) White River shall not take any action under this Section 8.1 which conflicts with any order of the U.S. Bankruptcy Court.

8.2 Deterioration of Credit.

(a) (i) If at any time White River reasonably determines, based on adequate information available to it, that a Shipper is no longer creditworthy under this Section 8 of these General Terms and Conditions, or if Shipper fails to maintain assurance of future performance under this Section 8 of these General Terms and Conditions, White River may notify such Shipper in writing (which writing shall set forth the basis for White River's decision) that it has five (5) Business Days to provide White River with security consistent with this Section 8 of these General Terms and Conditions. Such security shall be adequate to cover all charges for one Month's advance service.

(ii) In addition, within thirty (30) Days after such notification, the Shipper must fully comply with the means for adequate assurance of future performance, covering three (3) full Months of advance service from the end of such 30-Day notice period, as provided under this Section 8 of these General Terms and Conditions. If the Shipper has not satisfied the requirements in either of the prior two (2) sentences by the end of the specified notice period, White River may immediately suspend service to Shipper. White River may terminate service once it has complied with the procedures set forth further in this Section below, including the requisite prior notice.

(iii) If White River does not have sufficient information to determine whether a Shipper is creditworthy, it may request additional information in writing from the Shipper consistent with this Section 8 of these General Terms and Conditions, and Shipper must provide such information within five (5) Business Days. If Shipper fails to provide the requested information or if White River determines that the Shipper is not creditworthy based on such information, Section 8.2(a)(i) of these General Terms and Conditions shall apply for suspension of service and Section 8.2(d) shall apply for termination of service.

(b) Any suspension of service hereunder may continue until White River is reasonably satisfied that Shipper is creditworthy under this Section 8 of these General Terms and Conditions, until Shipper has provided adequate assurance of future performance under this Section 8, or until White River terminates service under Section 8.2(d) below.

(c) At any time after a Shipper is determined to be noncreditworthy by White River, Shipper may initiate a creditworthiness re-evaluation by White River. Such reevaluation shall be performed consistent with this Section 8 of these General Terms and Conditions. As part of Shipper's re-evaluation request, Shipper must either update or confirm in writing the prior information provided to White River related to Shipper's creditworthiness. Such update should include any events that Shipper believes could lead to a material change in Shipper's creditworthiness. After White River's receipt of Shipper's request for re-evaluation, including all required information specified above, within five (5) Business Days, White River shall provide a written response to Shipper's request. Such written response should include either a determination of creditworthiness status, clearly stating the reasons for White River's decision, or an explanation supporting a future date

by which a re-evaluation determination will be made. In no event should such reevaluation determination exceed twenty (20) Business Days from the date of the receipt of Shipper's request unless specified in this Tariff or if the parties mutually agree to some later date. If White River determines that Shipper is now creditworthy, any security required under Section 8 of these General Terms and Conditions shall be terminated and any prepayment amounts (including any applicable interest) shall be released to Shipper from escrow within five (5) Business Days after such determination.

(d) In addition to or in lieu of suspension, White River may terminate service if the Shipper fails to provide adequate assurance of future performance consistent with this Section 8 of these General Terms and Conditions. Any such termination requires thirty (30) Days' prior notice to Shipper and to the Commission. Such notice may be given simultaneously with the notice provided for under Section 8.1(b), above. To avoid termination, the Shipper must satisfy the requirements of Section 8.1(b) of these General Terms and Conditions within this notice period.

(e) White River may not assess reservation charges to a Shipper for suspended service and a Shipper may not release or recall firm Capacity under service which has been suspended.

(f) In addition to any prior notice provided for above, White River shall simultaneously notify the Commission in writing of any suspension or termination of service under this Section 8.2.

(g) White River may not take any action under this Section 8.2 which conflicts with any order of the U.S. Bankruptcy Court.

8.3 Consent to Assign. In order to obtain an Agreement under Rate Schedules FT or RGS, a Shipper must sign a consent and agreement, in a form acceptable to White River, to pay all charges under the Agreement to the agent designated by White River's lenders in the event the Shipper is notified that an event of default has occurred under White River's loan agreement.

9. PRIORITY AND INTERRUPTION OF TRANSPORTATION SERVICE

9.1 Priority of Service. Shippers shall be entitled to receive service subject to the availability of hub capacity on White River's system in the order of priority below.

(a) All firm transportation service from a Primary Receipt point to a Primary Delivery point.

(b) All firm transportation service nominated (1) from an Alternate Receipt point to a Primary Delivery point; (2) from a Primary Receipt point to an Alternate Delivery point and (3) from an Alternate Receipt point to an Alternate Delivery point. If available capacity at an Alternate Receipt point or Alternate Delivery point is insufficient to accommodate nominations of these Shippers, the available capacity will be awarded pro rata based on each Shipper's nomination up to that Shipper's RDC.

(c) All interruptible transportation service and authorized overrun service under Rate Schedules FT and RGS by rate paid from highest to lowest. Where two or more Shippers are paying the same rate, available capacity will be awarded pro rata on the basis of each Shipper's daily nomination.

(d) Nominated imbalance payback quantities under all Rate Schedules.

9.2 Interruption and Curtailment Procedures.

(a) If, due to any cause whatsoever, White River does not have sufficient capacity in all or part of its system on any day to serve all of its customers, curtailment or interruptions will be instituted in reverse order of priority of classes specified in this section. However, once the gas day commences, all firm FT and RGS Shippers on the affected parts of the system will be curtailed pro rata, regardless of whether gas has been scheduled at a primary or alternate receipt or delivery point.

(b) White River shall provide Shipper as much advance notice of any curtailment or interruption as is practicable under the circumstances. White River will support notification, to be designated by Shipper, through the following channels: (1) available on the Customer Activities Web site Shipper web reports and/or (2) up to two internet e-mail addresses provided by Shipper or (3) additional electronic notification specified by Shipper. Such notice shall state the reduced quantities of gas that White River estimates it will be able to transport for Shipper and the estimated duration of the curtailment or interruption.

(c) If curtailment or interruption is required, White River and Shipper shall cooperate to the extent possible in making adjustments to receipts or deliveries to minimize injury to any property or facilities.

(d) Nothing in this provision shall limit White River's right to curtail or interrupt service on any other reasonable basis (including pro rata curtailment or interruption within a class of service) in order to ensure system integrity or to reflect the operational characteristics of White River's system.

9.3 Curtailment and Interruption Liability. White River shall not be liable for loss or damage caused by any curtailment or interruption of service, except to the extent directly caused by White River's negligence, misfeasance or willful misconduct. Further, White River shall not be liable for any indirect, incidental, or consequential loss or damages arising from any curtailment or interruption of service except to the extent such damages are caused by White River's gross negligence, misfeasance, or willful misconduct.

10. USE OF RECEIPT AND DELIVERY POINTS

10.1 Designation of Primary Receipt and Delivery Points. Shipper's primary receipt and delivery points must be assigned by the Shipper, subject to available capacity. The sum of the RDC assigned to Shipper's Primary Receipt points must equal the sum of the RDC assigned to the Primary Delivery points. The sum of the Primary Receipt point RDC and the sum of the Primary Delivery point RDC must equal the RDC shown in Shipper's Rate Schedule FT or RGS service agreement.

10.2 Adding and Deleting Points or Changing Capacity at Primary Receipt and Delivery Points. A firm Shipper may request to add and delete primary receipt and delivery points and increase or decrease its RDC at primary receipt and delivery points subject to available capacity by amending its transportation service agreement. A firm Shipper that requests primary firm capacity at a new receipt or delivery point must either (1) release equivalent capacity at one or more existing receipt or delivery points or (2) request and pay for additional primary capacity.

Rate Schedule RGS Shippers may only add qualifying Primary Receipt points as described in Rate Schedule RGS.

Amendment requests shall be submitted no later than 11:00 a.m. the day nominations are due. White River will evaluate amendment requests in a timely manner except as limited by § 5.6.

Awarded requests to change primary receipt or delivery points or Shipper's RDC will be posted on the Customer Activities Web site by 10:00 a.m. on the third business day following the amendment request date except for limitations explained in § 5.6 which will be posted the third business day following the bid period.

White River will not allow amendments to contracts to change Primary Receipt and Primary Delivery points if the result of the requested amendment impairs White River's ability to provide firm service. Any capacity at receipt and delivery points that becomes available through the expiration of a firm transportation agreement will be sold according to the bidding procedures outlined in §§ 5 and 7, and shall not be available for primary receipt or delivery-point changes unless White River, without undue discrimination, agrees otherwise.

10.3 Flexible Use of Alternate Receipt and Delivery Points.

(a) A FT Shipper, or any Replacement Shipper, may flex to or use any receipt or delivery point on an alternate basis at which capacity is available. A Replacement Shipper may not change its RDC at primary receipt and delivery points unless authorized in writing by the Releasing Shipper and approved by White River pursuant to § 10.2.

(b) A RGS Shipper, or any Replacement Shipper, may flex to or use any delivery point on an alternate basis at which capacity is available. A Replacement Shipper may not change its RDC at Primary Delivery points unless authorized in writing by the Releasing Shipper and approved by White River pursuant to § 10.2.

10.4 Priority at Alternate Receipt and Delivery Points. A Shipper's priority at alternate points shall be determined according to § 9.

10.5 Nominations to and Rights of Firm and Replacement Shippers at Alternate Points. A FT or RGS Shipper or Replacement Shipper must follow White River's nomination procedures to flex to alternate receipt and delivery points. A firm or Replacement Shipper's right to flex to alternate receipt and delivery points shall be subordinate to the primary rights of other firm Shippers at those points, but as provided by § 9 to this tariff, will have priority over interruptible transportation and authorized overrun service.

10.6 Right of Shippers to Re-nominate if Bumped. If a FT or RGS Shipper or Replacement Shipper's nomination at a receipt or delivery point requires bumping of an interruptible Shipper currently using that receipt or delivery point, White River will notify the interrupted Shipper and allow that Shipper to nominate the requested transportation volumes at another receipt or delivery point subject to the intra-day nomination procedures set forth in § 11 of these General Terms and Conditions.

10.7 Availability of receipt and delivery point information. Replacement Shippers may obtain information through the Customer Activities Web site or White River's Informational Postings web site regarding White River's ability to provide hub service between the receipt and delivery points desired by the Replacement Shipper.

10.8 Inactive Meters/Facilities

(a) If a Measurement Allocation Point (MAP) is not listed on a firm Transportation Service Agreement and gas has not flowed through the MAP for one year or longer, White River may elect to deactivate, rather than to abandon the MAP. If a MAP is deactivated, essential MAP facilities will remain in place. At least 30 days before deactivating any MAP, White River will post a non-critical notice on its web site listing the MAP and date it will be deactivated. When a MAP has been deactivated, it will continue to appear on White River's Unsubscribed Capacity Report and Operationally Available Capacity Report. The deactivated MAPs on the reports will be identified with reference to this section.

(b) A MAP may be reactivated and made available for nomination if a Shipper submits a request to reactivate a MAP at least ten business days before it intends to nominate at the MAP. If additional facilities are requested, costs will be recovered pursuant to §15 FACILITIES, of the General Terms and Conditions of White River's Tariff. If additional facilities are requested, additional time may be required to reactivate the MAP.

11. OPERATING PROVISIONS FOR TRANSPORTATION SERVICES

11.1 Nomination and Scheduling of Gas Receipts and Deliveries. All nominations shall be considered original nominations and must be replaced to be changed. When a nomination for a date range is received, each day within that range is considered an original nomination. When a subsequent nomination is received for one or more days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the days specified. The days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only [NAESB WGQ 1.3.7].

All nominations shall include Shipper-defined begin dates and end dates. All nominations, excluding intra-day nominations, shall have roll-over options. Specifically, Shippers shall have the ability to nominate for several days, months, or years, provided the nomination begin and end dates are within the term of Shipper's contract [NAESB WGQ 1.3.5].

All parties shall support a seven-days-a-week, twenty-four-hours-a-day service on the Customer Activities Web site. It is recognized that the success of seven days a week, twenty-four-hours-a-day service is dependent on the availability of affected parties' scheduling personnel on a similar basis. Party contacts need not be at their ordinary work sites, but shall be available by telephone or other electronic means [NAESB WGQ 1.3.4]. Shippers may tender nominations via facsimile transmission during system down time.

Third Party Account Administrators (3PAD) wishing to provide title transfer tracking (TTT) services on White River's system shall notify White River in writing. If the terms are acceptable to both parties, White River and the 3PAD will enter into an agreement that will describe the points where TTT transactions will be processed by the 3PAD and the coordination of activities between the 3PAD and White River.

A Shipper's nomination of gas to be transported commencing at 9:00 a.m. each day shall conform to NAESB WGQ Standard 1.3.2(i)-(v). White River will support the following standard nomination cycles (all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(i) The Timely Nomination Cycle
On the day prior to gas flow:

- 1:00 p.m. Nominations leave control of the Service Requester (SR);
- 1:15 p.m. Nominations are received by the TSP (including from Title Transfer Tracking Service Providers (TTTSPs));
- 1:30 p.m. TSP sends the Quick Response to the SR;
- 4:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:00 p.m. SR and Point Operator receive scheduled quantities from the TSP.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

(ii) The Evening Nomination Cycle
On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the SR;
- 6:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 6:30 p.m. TSP sends the Quick Response to the SR;
- 8:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 9:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(iii) The Intraday 1 Nomination Cycle
On the current Gas Day:

- 10:00 a.m. Nominations leave control of the SR;
- 10:15 a.m. Nominations are received by the TSP (including from TTTSPs);
- 10:30 a.m. TSP sends the Quick Response to the SR;
- 12:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 1:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(iv) The Intraday 2 Nomination Cycle
On the current Gas Day:

- 2:30 p.m. Nominations leave control of the SR;
- 2:45 p.m. Nominations are received by the TSP (including from TTTSPs);
- 3:00 p.m. TSP sends the Quick Response to the SR;
- 5:00 p.m. TSP receives completed confirmations from Confirming Parties;
- 5:30 p.m. TSP provides scheduled quantities to the affected SR and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(v) The Intraday 3 Nomination Cycle
On the current Gas Day:

- 7:00 p.m. Nominations leave control of the SR;
- 7:15 p.m. Nominations are received by the TSP (including from TTTSPs);
- 7:30 p.m. TSP sends the Quick Response to the SR;
- 9:30 p.m. TSP receives completed confirmations from Confirming Parties;
- 10:00 p.m. TSP provides scheduled quantities to the affected SR and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

(vi) For purposes of NAESB WGQ Standard No. 1.3.2 (ii), (iii), (iv), and (v), the word "provides" shall mean, for transmittals pursuant to NAESB WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

11.2 Intra-day Nomination Requirements.

(a) As required by 18 C.F.R. § 284.12(b)(1)(i)(A), White River shall (1) give scheduling priority to any intra-day nomination submitted by a firm Shipper over nominated and scheduled quantities for interruptible Shippers, (2) provide the interruptible Shipper with advance notice of any reduction in its scheduled quantities resulting from an intra-day nomination by a firm Shipper and (3) notify the interruptible Shipper whether penalties will apply on the day its scheduled quantities are reduced. The above does not apply in Intra-day Cycle II where bumping does not occur.

(b) White River will provide notification of bumping through the following channels, to be designated by Shipper: (1) available on the Customer Activities Web site Shipper web reports and/or (2) up to two internet e-mail addresses provided by Shipper or (3) additional electronic notification specified by Shipper.

(c) White River will waive any penalties for bumped interruptible Shippers according to § 12.11 of these General Terms and Conditions.

(d) In accordance with 18 C.F.R. § 284.12(b)(1)(i)(B), an intra-day nomination submitted on the day prior to gas flow will take effect at the start of the gas day at 9:00 a.m.

11.3 Unconfirmed Nominations. Unconfirmed nomination procedures shall conform to NAESB WGQ Standard 1.3.22(i)-(iv) as follows:

(a) With respect to the timely nomination/ confirmation process at a receipt or delivery point, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the lesser of the confirmation quantity or the scheduled quantity for the Timely Nomination Cycle of the previous Gas Day should be the new confirmed quantity.

(b) With respect to the processing of requests for increases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the scheduled quantity for the previous nomination cycle for the subject Gas Day should be the new confirmed quantity.

(c) With respect to the processing of requests for decreases during the intra-day nomination/confirmation process, in the absence of agreement to the contrary, the lesser of the confirmation quantities should be the new confirmed quantity, but in any event no less than the elapsed-prorated-scheduled quantity. If there is no response to a Request For Confirmation or an unsolicited Confirmation Response, the greater of the confirmation quantity or the elapsed-prorated-scheduled quantity should be the new confirmed quantity.

(d) With respect to § 11.3 (a)-(c) above, if there is no response to a Request For Confirmation or an unsolicited Confirmation Response, White River shall provide the Shipper with the following information to explain why the nomination failed, as applicable:

(i) White River did not conduct the confirmation;

(ii) Shipper is told by White River that the upstream confirming party did not conduct the confirmation;

(iii) Shipper is told by White River that the upstream shipper did not have the gas or submit the nomination;

(iv) Shipper is told by White River that the downstream confirming party did not conduct the confirmation;

(v) Shipper is told by White River that the downstream shipper did not have the market or submit the nomination.

This information shall be imparted to the Shipper on the Scheduled Quantity document.

11.4 Ranking of Service. Ranking shall be included in the list of data elements. White River shall use service-requestor-provided rankings when making reductions during the scheduling process when this does not conflict with tariff-based rules.

11.5 Nomination Standards and Requirements.

(a) Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline [NAESB WGQ 1.3.6].

(b) All nominations, including intra-day nominations, shall be based on a daily quantity; thus, an intra-day nominator need not submit an hourly nomination. Intra-day nominations must include an effective date and time. The interconnected parties must agree on the hourly flows of the intra-day nomination, if not otherwise addressed in transporter's contract or tariff [NAESB WGQ 1.3.9].

(c) Intra-day nominations must include a daily quantity, effective date and time. Intra-day nominations may be used to request increases or decreases in total flow, changes to receipt points or changes to delivery points of scheduled gas [NAESB WGQ 1.3.11]. Intra-day nominations will be subject to available capacity.

(d) Scheduling of intra-day nominations shall be subject to the reliability and responsiveness of the receipt and delivery points that are applicable to the nomination. All sources of gas must be verifiable by White River.

(e) Intra-day nominations shall not be scheduled by White River until confirmation is received from upstream and downstream parties.

(f) Intra-day nominations do not rollover (i.e., intra-day nominations span one Gas Day only). Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if the intra-day nomination modified an existing nomination [NAESB WGQ 1.3.13].

(g) Overrun quantities must be requested on a separate transaction [NAESB WGQ 1.3.19].

(h) Imbalance payback quantities must be requested on a separate transaction.

11.6 Operating Information and Estimates. Upon request of White River, Shipper shall from time to time submit its best estimates of the daily, monthly and annual quantities of Rate Schedules FT, RGS and IT service it expects to be transported together with such other operating data as White River may require in order to schedule its operations.

11.7 Operating Requirements.

(a) A Shipper shall use reasonable efforts to deliver and receive gas at uniform hourly and daily rates of flow. However, White River will not be required to receive or deliver gas at non-uniform hourly rates.

(b) Shipper shall deliver gas to White River's receipt points at a pressure sufficient to enter White River's system but in no event shall Shipper deliver gas to White River at pressures greater thanthe applicable MAOP of White River's system. White River shall not be required to compress natural gas into its system. If requested by White River, Shipper shall provide equipment that meets White River's specifications and standards at each receipt point to prevent overpressuring White River's system.

(c) White River shall deliver gas at each delivery point at the pressure in White River's system after required measurement, flow control or regulation.

11.8 Limitations Upon White River's Transportation Obligations.

(a) On any day, White River shall not be obligated to deliver to Shipper a quantity of gas different from the equivalent volume received from Shipper during the same day.

(b) Authorized overrun transportation service will not be granted unless capacity is available and if system integrity is not jeopardized, subject to §§ 9 and 12.13 of the General Terms and Conditions of this tariff.

11.9 Records of Scheduled Quantities. White River will keep accurate records of the quantities of gas scheduled for transportation. Within 30 days of a written request, White River's records will be made available for review by Shipper at White River's offices. Shipper shall supply to White River information in its possession or control to determine any imbalances. If Shipper's gas is commingled with other gas at the receipt or delivery points, the scheduling arrangements and White River's records shall include the method used for allocation of the total quantity at these points.

11.10 Arrangements Prior to Receipt and After Delivery. Shipper shall have responsibility for all arrangements necessary for delivery of natural gas to White River at the receipt points for transportation and for all arrangements necessary for receipt of natural gas for Shipper at the delivery points, which arrangements otherwise meet the provisions of these General Terms and Conditions.

11.11 System Operation. White River may take such action as reasonably necessary to prevent damage to or material deterioration of its system and to maintain the operational integrity of the system.

11.12 Reservation Charge Credits.

(a) White River shall have the right, without liability to Shipper, to interrupt or curtail the transportation of Gas for Shipper for reasons of force majeure; or when necessary, to test, alter, modify, enlarge or repair any facility or property comprising a part of, or appurtenant to, White River's pipeline system, or otherwise related to the operation or maintenance thereof. White River shall endeavor to cause a minimum of inconvenience to Shipper because of such Interruptions.

(b) As used in this § 11.12, RDC shall mean the quantity of Gas nominated for firm service by Shipper which White River is obligated to schedule for delivery on a firm basis for Shipper at Primary Delivery Point(s) under a firm contract on a Day.

(c) Except as provided in § 11.12(d) below, in the event White River fails to confirm Nominations on any Day under any firm contract, then the applicable Reservation Charges shall be eliminated for the quantity of Gas nominated but not scheduled for delivery by White River at Primary Delivery Points within the Shipper's RDC under the contract; provided, however, that these charges shall not be eliminated to the extent Shipper uses Secondary Point service.

(d) White River shall not be obligated to adjust the Reservation Charge under any contract pursuant to this § 11.12, when White River's failure to confirm Nominations on any Day equal to at least 100% of the RDC:

(i) is the result of the conduct of Shipper or the operation of upstream or downstream facilities not controlled by White River; or

(ii) occurs either (a) within ten (10) Days following a force majeure event as contemplated by § 20 of these General Terms and Conditions, or (b) prior to the date White River has or should have, in the exercise of due diligence, overcome the force majeure event, whichever occurs first.

(e) Any adjustment shall be credited against transportation charges for a future Month or refunded if the Transportation Service Agreement has terminated. In no event shall such credit be provided to Shippers later than 90 Days after the Month in which the credit was earned. Nothing in this Section should be interpreted to insulate White River from liability for direct damages resulting from its own negligence or malfeasance.

12. BALANCING OF TRANSPORTATION QUANTITIES

12.1 General Provision. A Shipper must monitor its receipts and deliveries of gas and, if and when necessary, make adjustments to maintain a balance between receipts and deliveries.

White River will monitor receipts and deliveries through telemetered, electronic measurement equipment at major receipt and delivery points on its system. White River will compare systemwide aggregated receipt-to-delivery nominations and monitor its system to determine if its system is out of balance and adjustments are required to receipts or deliveries. If the volume of gas received exceeds the amount scheduled and the excess cannot be absorbed within system line pack, as determined by observing operating parameters, particularly system pressures, White River will restrict receipts into the system. Conversely, if the volumes received are less than the volumes scheduled, and the difference cannot be compensated for through the use of system line pack, White River will adjust deliveries to maintain system integrity. White River will timely advise Shipper of any imbalances. Upon notification that adjustments are necessary, a Shipper must adjust its receipts and deliveries to correct or avoid any imbalance. Any adjustment to receipts and deliveries by Shipper, whether or not pursuant to notification from White River, will be nominated, scheduled and approved by White River's gas representatives according to White River's scheduling procedures.

12.2 Daily Balancing. Shipper must maintain a daily thermal balance between receipts and deliveries within the ± 0.5% daily imbalance tolerance.

White River will notify a Shipper upon determination that the Shipper's receipts and deliveries exceed the ± 0.5% daily imbalance tolerance. After notification by White River that an adjustment is necessary to keep its system in balance, a Shipper will be afforded reasonable opportunity to remedy its imbalance consistent with existing operational conditions. If the imbalance is not corrected within the time specified, White River will take whatever action it deems necessary to remedy the imbalance situation. White River will make daily imbalance information available through the Customer Activities Web site each day for the prior gas day.

If required to maintain operational stability and system integrity, White River will adjust all receipts and deliveries on its system, even if Shippers are within the ± 0.5% imbalance tolerance limits.

Adjustments at each system transfer meter will be made according to the affected Shippers' operational balancing agreement (OBA) or pre-determined allocation arrangement (PDA) with operators upstream of White River's system. Absent written notice to White River of an OBA or PDA reflecting agreement of all affected Shippers' deliveries of gas to White River at a given transfer meter, adjustments will be made pro rata according to each Shipper's scheduled daily nomination. White River must be notified immediately of any changes to an existing OBA or PDA. Shipper shall provide White River a copy of any document effecting changes to an OBA or PDA immediately upon execution.

12.3 Monthly Balancing.

(a) A Shipper must maintain a monthly balance between net receipts (receipt less any lost and unaccounted-for gas) and deliveries of zero.

(b) For the determination of monthly imbalances, Shippers' receipt or delivery volumes at each point shall be allocated according to the interconnecting operational balancing agreement (OBA) or pre-determined allocation (PDA). Absent an OBA or PDA, volumes will be allocated pro rata based on each Shipper's scheduled nomination.

(c) When adjustments become operationally necessary, adjustments at each receipt or delivery point will be determined according to the OBA or PDA in place at the time the volumes were received or delivered. Absent an OBA or PDA, adjustments will be pro rata according to each Shipper's daily scheduled nomination.

(d) White River will make monthly imbalance information available to all Shippers through the Customer Activities Web site on or before the 9th business day of each month following the month during which gas was transported. An imbalance statement will be tendered to Shipper with Shipper's monthly bill issued according to § 17.1 of these General Terms and Conditions.

(e) At the end of each calendar month where Shippers' net transportation receipts (receipt Dth less any lost-and-unaccounted-for) do not equal deliveries on a Dth basis, the following procedures will apply:

(i) Shipper's imbalances under each FT and IT agreement will be netted together for monthly imbalance calculations. Each month on or before the 9th business day, White River will provide imbalance statements and information on its website indicating the resulting monthly imbalance incurred in the prior month.

(ii) Shipper's imbalances under each RGS agreement will be netted together for monthly imbalance calculations. Each month on or before the 9th business day, White River will provide imbalance statements and information on its website indicating the resulting monthly imbalance incurred in the prior month.

(iii) Following posting of the monthly imbalance for the prior month, Shippers will then have five calendar days to remedy any imbalance. To remedy an imbalance, Shippers will have the ability to trade imbalances pursuant to § 12.4 or pay back the imbalance in the 5 calendar days following posting of the monthly imbalance pursuant to § 12.5.

(iv) At the end of the five calendar day payback period for the prior month imbalance that was posted and after all imbalance trades and payback have been entered, Shipper will be cashed out, in accordance with § 12.6, for the remaining imbalance.

12.4 Imbalance Trading. All imbalance trading must be conducted through the Customer Activities Web site. If Shipper desires to trade imbalances on the Customer Activities Web site, Shipper must consent to White River releasing to others on the Customer Activities Web site Shipper's monthly imbalance information.

(a) Once Shippers have agreed to trade their imbalances, each Shipper must notify White River by completing an imbalance trading notice on the Customer Activities Web site. This notice to White River will be deemed to be the Shipper's direction to White River to make the imbalance trade on the Shipper's account. If the Shippers' notices coincide, White River will adjust Shipper's accounts to reflect the imbalance trade.

(b) Shippers are responsible for making whatever arrangements they deem necessary to finalize and document the imbalance trade among themselves.

(c) White River shall not be liable for any losses incurred by a Shipper if a Shipper is unable to complete an imbalance trade once Shipper has notified White River of the imbalance trade.

(d) Shipper will be able to trade imbalances with other Shippers that have an imbalance that will reduce each Shipper's imbalance.

12.5 Imbalance Payback Option. Subject to available capacity, operational constraints and approval by White River, a Shipper will have from the first day of the month following the month the gas was transported, to up to five calendar days after notification of its monthly imbalance is received, to eliminate its prior month's imbalance through either a physical payback or take of gas in lieu of, or in connection with, imbalance trading. Nominations to reduce the previous Monthly Imbalance must be specifically designated for that purpose. White River will consider each Shipper's request to exercise its option under this section and will, on a nondiscriminatory basis, and subject to prudent operational practices, honor the request.

12.6 Cashout. All remaining imbalances at the end of the five calendar day payback period for the prior month imbalances will be subject to the following cashout provisions. However, if Shipper cannot cure an imbalance due to force majeure, White River will extend the time period for the Shipper to pay back an imbalance for a period equal to the length of the force majeure event.

(a) The Cashout volume is the imbalance at the end of the five day payback period for the month the imbalance occurred less any imbalance trades and specific payback volumes. The cashout process will reduce the Shippers imbalance to zero upon payment or credit of the cashout amount.

(b) Shippers' remaining imbalance, after adjusting for any imbalance trades and specific payback volumes, shall be cashed out at a price calculated by multiplying the remaining imbalance by the applicable rates as determined below.

(c) Determination of cash-out price. The cash-out price or index shall be adjusted subject to a premium of $1.00/Dth for volumes owed to White River and subject to a discount of $1.00/Dth for volumes owed to Shipper. White River will use the "Inside FERC Gas Market Report" first-of-the-month posting for Northwest, Wyoming Pool, published for the first of the month following final determination of the cash-out volume. If "Inside FERC Gas Market Report" ceases publication or to the extent prices are not reported for Northwest, Wyoming Pool, White River will select a similar index or publication and notify Shippers of the selection via the Customer Activities Web site.

(d) White River shall credit the account of Shipper for any cashout amounts due Shipper for imbalances due Shipper.

(e) Shipper shall pay White River for any cashout amounts due White River for imbalances due White River.

(f) Upon payment or crediting of the appropriate cashout amounts, Shipper's imbalance will be reduced to zero.

12.7 Credit of Penalty and Cashout Revenues. Any penalty or cashout revenues that exceed gas purchase and incremental administrative costs will be credited to all non-offending transportation Shippers in proportion to the revenue contribution from each non-offending Shipper for the month in which the imbalance occurred, using the following process:

(a) Excess amounts collected during the period January through June will be credited in March of the following year.

(b) Excess amounts collected during the period July through December will be credited in September of the following year.

12.8 Balancing at Service Agreement Termination. Following the termination of its agreement, Shipper shall correct any remaining cumulative imbalance in receipts and deliveries within 5 days after notification by White River that an excess or deficiency exists. If at the end of the 5-day period there remains an imbalance that has not been eliminated by Shipper, White River shall purchase or sell Shipper's imbalance and cashed out according to § 12.6 above.

12.9 Unauthorized Receipt or Delivery of Gas. If a Shipper delivers gas to White River or takes gas from White River and (i) has made no nomination under an existing service agreement or (ii) has no valid service agreement, then White River may impose the unauthorized overrun charge set forth on the Statement of Rates. In addition, upon determination that such unauthorized action has been taken by a Shipper, White River may take action to terminate such unauthorized use of its system.

12.10 Imbalances with the Other Parties. White River shall not be responsible for eliminating any imbalances between Shipper and any other party. Furthermore, White River shall not be obligated to adjust or deviate from its standard operating and accounting procedures in order to alleviate any such imbalances or deficiencies.

12.11 Third Party Imbalance Management. White River will allow Shippers to obtain imbalance-management service from a third-party provider (TPP) subject to the following:

(a) All transactions involving the physical payback of gas or trading of imbalances on White River's system must comply with the terms and conditions of White River's tariff.

(b) The trading or curing of imbalances may only involve procedures that are provided for in White River's tariff.

(c) Shippers will not be permitted to trade imbalances in any manner that will increase a Shipper's imbalance on White River's system.

(d) Trading of imbalances may only be between imbalances on White River's system.

(e) When a Shipper desires to physically repay or take deliveries of gas, either the Shipper or the TPP must have the necessary transportation receipt and delivery point capacity to allow for the delivery of the gas.

(f) Neither the Shipper nor the TPP may transport or trade gas to which they do not hold title.

12.12 Maintenance of System Integrity. Nothing in this section limits White River's right to take action as may be required, including the issuance of OFOs, to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system, including maintenance of service to higher priority customers. 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 [NAESB WGQ 1.3.26].

12.13 Notice Procedures of OFO Conditions. White River will monitor system activity on a continual basis to foresee and forewarn Shippers, where possible, of conditions requiring an OFO, including (i) physical inability to transport gas due to operational constraints, (ii) force majeure as described in the definitions of these General Terms and Conditions, (iii) unexpected operating conditions such as peak demand, Shipper imbalances, weather impacts, impacts caused by interconnecting pipelines, etc. Upon issuance of an OFO, notification will be posted on White River's Informational Postings and White River will support further notification, to be designated by Shipper, through the following channels: (1) up to two internet e-mail addresses provided by Shipper or (2) additional electronic notification designated by Shipper. The notice shall specify (i) the time and date of issuance of the notice, (ii) the actions that affected Shippers are required to take, (iii) the nature of the problem sought to be addressed, (iv) the time by which affected Shippers must comply with the OFO, (v) the anticipated duration of the OFO (unless otherwise indicated in the notice, the OFO will remain in effect until White River contacts the affected Shippers), and (vi) the ongoing status and progress of resolution of the OFO and any other conditions. Shippers must notify White River of the name and telephone number of a person who will be available on a 24-hour basis to receive notice of the issuance of an OFO. After an occurrence of an OFO, White River will provide information as soon as it is available to its customers on the Informational Postings section of its web site regarding the factors causing the OFO to be issued and released.

12.14 Lost-and-Unaccounted-For Gas Reimbursement and Tracking.

(a) Application. All gas tendered by Shipper for transportation under Rate Schedules FT, RGS and IT, or negotiated rate agreements, shall be subject to in-kind reimbursement, as posted on the Customer Activities Web site for lost-and-unaccounted-for gas. The gas reimbursement percentage (RP), shall be displayed on White River's informational postings for each month. The RP shall be applied to quantities of gas tendered by Shipper. Shipper's total receipt-point nominations must include the amount of gas equal to the RP.

White River shall post a revised RP five days in advance of the first of each month to be effective during the month. White River shall have the right to adjust the RP to reflect the actual quantity of gas lost-and-unaccounted-for so as not to create an imbalance on its system. The RP will include two components: (1) lost or gained and unaccounted-for quantities and (2) prior 12 months' ending March 31, variance adjustment that includes unamortized or over amortized quantities from the proceeding July 1, through June 30, 12-month amortization period.

(b) Calculation. The monthly RP will be calculated using the most recent available actual data and be equal to (i) plus (ii) of this section.

(i) Projected monthly lost and unaccounted-for component of the RP will equal (i)(1) divided by (i)(2):

(1) Projected system losses or gains and unaccounted-for quantities will be calculated by subtracting the physical system deliveries for the month, two months previous to the projected month, including actual system gas consumed, from corresponding physical system receipts as adjusted for anticipated changes in system operations.

(2) Projected monthly scheduled transportation receipt quantities. Projected monthly scheduled transportation receipts will be based on the scheduled transportation receipt quantities for the month, two months previous to the projected month, as adjusted for anticipated changes in system operations.

(ii) Prior 12 months ending March 31 variance adjustment. The variance adjustment for each 12 months ending March 31 shall be: the sum of the 12 months' actual monthly lost or gained and unaccounted-for quantities; less the sum of the month's RP quantity collected, as adjusted to exclude the variance-adjustment component of the RP plus the unamortized balance of the prior July 1 through June 30 amortization period; all divided by actual annual transportation receipt volumes for the 12 months ended March 31, as adjusted for anticipated changes in system operations. Monthly variances will be accumulated in the appropriate accounts. The variance adjustment component of the RP will be used to amortize the previous 12 months ended March 31 variance account balance over the 12-month period July l through June 30.

(c) Annual filing. White River will file an annual reimbursement report on June 1 of each year that illustrates the application of its reimbursement provision for the 12 months beginning April 1 of the previous year and establishes a variance adjustment to be effective during the 12-month period July 1 through June 30 based on the 12 months ended March 31, as provided in paragraph 30, (b)(ii). The reimbursement report will show how the monthly reimbursement percentages were calculated and illustrate how the monthly projected reimbursement percentages were reconciled with actual usage for the 12 months ended each March 31st.

(d) The initial RP is 0.00 percent.

13. QUALITY OF GAS

13.1 Specifications. The gas received by White River from Shipper and delivered by White River to Shipper shall conform to the following specifications:

(a) Heat Content. The gas delivered at each of the points of receipt and delivery shall contain a gross heating value of not less than 950 Btu per cubic foot nor more than 1150 Btu per cubic foot.

(b) Hydrogen Sulfide. The gas shall not contain more than 1/4 grain of hydrogen sulfide per 100 cubic feet.

(c) Inert Substances. The gas shall not contain inert substances in excess of three percent by volume, of which carbon dioxide may not exceed two percent by volume.

(d) Liquids. Gas tendered for transportation at a receipt point shall not contain any free liquids of any nature and shall conform to the CHDP specification set forth in §§ 13.2 and 13.3.

(e) Merchantability. The gas shall be commercially free from dust, gums, gum-forming constituents, dirt, impurities or other solid or liquid matter that might interfere with its merchantability or cause injury to or interference with proper operation of the system, regulators, meters, or other equipment of White River's. The gas shall also be free of all matter that is deemed hazardous or toxic and is subject to regulation by the Environmental Protection Agency or any State agency having similar jurisdiction or authority.

(f) Oxygen. The gas shall not have an oxygen content in excess of 10 parts per million by volume, and the parties shall make every reasonable effort to keep the gas free of oxygen.

(g) Temperature. The gas shall be delivered at a temperature not in excess of 120 degrees Fahrenheit at any receipt or delivery point.

(h) Total Sulfur. The gas shall not contain more than 0.75 grains of total sulfur per one hundred (100) cubic feet, of which not more than 0.2 grains shall be mercaptan sulfur.

(i) Water Vapor. The gas shall not contain in excess of 5 pounds of water per million cubic feet.

13.2 Cricondentherm Hydrocarbon Dew Point (CHDP).

(a) CHDP Limit - White River will accept all deliveries of natural gas at a CHDP equal to or less than 15° Fahrenheit, provided that such gas satisfies all other applicable provisions of White River's FERC Gas Tariff.

(b) CHDP Operating Limit - White River may, from time to time, as operationally feasible, establish and post on its internet web site a CHDP Operating Limit that is higher than the CHDP Limit for natural gas received into its system. White River's ability to establish and post higher CHDP Operating Limits will depend on pipeline operating characteristics such as pressures and temperatures, blending capability of prevailing and expected gas supplies and proximity to interconnecting pipelines.

(c) White River shall not be obligated to accept gas into its system that exceeds the applicable CHDP limit. The existence of a CHDP limit shall not be deemed to negate, reduce or limit White River's authority to issue operational flow orders. To the extent operationally practicable, White River may waive a CHDP limit for gas received from certain points on its system provided such waiver is made on a non-discriminatory basis.

13.3 CHDP Operating Limit Posting Procedure.

(a) White River may post a CHDP Operating Limit at or above the CHDP Limit. The posted CHDP Operating Limit will apply to all receipt points. White River will provide as much prior notice of changes to its CHDP Operating Limits as possible and attempt to provide at least two days notice prior to the timely cycle nomination deadline. However, White River may reduce the CHDP Operating Limit to the CHDP Limit at any time without notice, when operationally necessary. In such event, White River will post a critical notice on its Internet web site.

(b) For receipt points with online chromatographs, White River shall post on its internet web site the prior gas day average and maximum calculated CHDP at each receipt point. For receipt points without online chromatographs, once per month White River shall post on its internet web site the average and maximum calculated CHDP at each receipt point for the prior month period. Compliance with CHDP limits will be determined based on calculated current flowing CHDP temperatures.

13.4 CHDP Calculation. White River shall perform the CHDP calculations using an industry recognized equation of state and natural gas chromatograph compositional analysis through C9. In the event of a dispute over calculated CHDP temperature at a given receipt point, White River's calculated value shall control unless the disputing party can clearly identify the cause of the error.

13.5 Acceptance of Gas. If any gas tendered for receipt by White River fails at any time to conform to any of the quality specifications set forth in §§ 13.1 through 13.3, White River may refuse to accept receipt of the non-conforming gas until the gas meets the quality specifications. White River's refusal to accept non-specification gas does not relieve Shipper of any of its obligations under this tariff. White River will attempt to notify a Shipper when Shipper's gas does not conform to White River's specifications.

13.6 Indemnity. Shipper shall indemnify White River and hold it harmless from all suits, actions, regulatory proceedings, damages, costs, losses and expenses (including reasonable attorney fees) arising out of the failure of the gas tendered by Shipper to conform to the quality specifications set forth in §§ 13.1 through 13.3, including any injury or damage done to White River's facilities. White River may elect to accept any off-specification gas in the quantities and at the time periods as White River determines will not adversely affect or hamper White River's ability to provide service under this tariff.

13.7 Waiver. Acceptance of gas that does not conform to these specifications is at the election of White River, and acceptance of the gas does not constitute any waiver of White River's right to refuse to accept similarly nonconforming gas.

13.8 Scheduling. White River will not be required to schedule delivery of gas into its system at any receipt point if a downstream pipeline or third party refuses to confirm the nomination because the gas fails to satisfy the downstream pipeline's gas quality standards.

14. MEASUREMENT

14.1 References. The following reports and standards stated in this § 14 will be used by White River when applying measurement practices. White River may adopt updates to these reports and standards, as amended from time to time.

American Gas Association, AGA Report No. 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, Part 2, Specification and Installation Requirements (AGA Report No. 3, Part 2).

American Gas Association, ANSI B109.3, Rotary-Type Gas Displacement Meters (AGA ANSI B109.3).

American Gas Association, Compressibility Factors of Natural Gas and Other Related Hydrocarbon Gases, Transmission Measurement Committee Report No. 8 (AGA Report No. 8).

American Gas Association, Measurement of Gas by Multipath Ultrasonic Meters, Transmission Measurement Committee Report No. 9 (AGA Report No. 9).

American Gas Association, Measurement of Gas by Turbine Meters, Transmission Measurement Committee Report No. 7 (AGA Report No. 7).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 14, Natural Gas Fluids Measurement, Section 1, Collecting and Handling of Natural Gas Samples for Custody Transfer (API Chapter 14.1).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 14, Natural Gas Fluids Measurement, Section 3, Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids, API Standard 2530 (API Chapter 14.3).

American Petroleum Institute, Manual of Petroleum Measurement Standards Chapter 21, Flow Measurement Using Electronic Metering Systems, Section 1, Electronic Gas Measurement (API Chapter 21.1).

Gas Processors Association Standard 2145-03, Table of Physical Constants for Hydrocarbons and Other Compounds of Interest to the Natural Gas Industry (GPA Standard 2145-03).

Gas Processors Association Standard 2172-96, Calculation of Gross Heating Value, Relative Density and Compressibility Factor for Natural Gas Mixtures from Compositional Analysis (GPA Standard 2172-96).

Gas Processors Association Standard 2261-00, Analysis for Natural Gas and Similar Gaseous Mixtures by Gas Chromatography (GPA Standard 2261-00).

14.2 Use of Measurement. Unless otherwise agreed to by White River, White River will install, maintain and operate all measurement stations, which shall be equipped with electronic flow computers or conventional chart recorders and other measurement equipment. The interconnecting operator may install check measurement equipment at its own cost and expense if the equipment is installed in accordance with White River's specifications and in a manner that will not interfere with the operations of White River. Gas volumes determined according to this section will be used for billing, balancing, and calculation of lost and unaccounted-for gas, etc.

14.3 Unit of Measurement and Metering Base. The standard reporting basis for Btu is 14.73 psia at 60 degrees F (101.325 kPa, at 15 degrees C, and dry). The standard reporting basis for gigacalorie is 1.035646 Kg/cm^2 at 15.6 degrees C and dry.

The standard reporting basis for gas volumes is cubic foot at standard conditions of 14.73 psia, and 60 degrees F, and dry. For gas volumes reported in cubic meters, the standard conditions are 101.325 kPa and 15 degrees C, and dry [NAESB WGQ 2.3.9].

14.4 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure will be based on the actual altitude at each point of measurement irrespective of variations in natural atmospheric pressure from time to time. When electronic computer measurement is used, the atmospheric pressure will be the barometric pressure calculated for the elevation at the point of measurement.

14.5 Flowing Temperature. The temperature of the gas will be determined at the points of measurement by means of a properly installed recording thermometer or continuous electronic transducer input to a computer (of standard manufacture selected by White River). When used with orifice meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 3, Part 2, API Chapter No. 21.1, and API Chapter 14.3. When used with turbine meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 7 and API Chapter 21.1. When used with rotary meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA ANSI B109.3 and API Chapter 21.1. When used with ultrasonic meters, the gas temperature device shall be installed and operated, and the gas temperature quantities computed, in accordance with AGA Report No. 9 and API Chapter No. 21.1.

14.6 Gross Heating Value and Specific Gravity.

(a) The determination of gross heating value and specific gravity will be made from the composition by calculation using physical gas constants for gas compounds as outlined in GPA Standard 2145-03 and GPA Standard 2172-96, with any subsequent amendments or revisions that White River may adopt.

(b) Installation, maintenance, and operation of on-line chromatographs or laboratory chromatographs, including sample delivery systems, and composite sample systems, will conform with API Chapter 14.1, and GPA Standard 2261-00 with any subsequent amendments or revisions.

(c) If an on-line gas chromatograph is used, the gross heating value, specific gravity and components for all gas will be determined during the applicable sampling period at that site. Gross heating values, specific gravities and components determined from each analysis will be used in calculating gas on a continuous basis.

(d) If a continuous gas sampling device is used, gross heating value, specific gravity and components for all gas will be determined not less than once every month at that site. Gross heating values and specific gravities determined from spot samples will be used in calculating gas delivered for the day on which the test is made and all following days until the next test is made.

14.7 Supercompressibility. The measurement of gas will be corrected for deviation from Boyle's Law at the pressures and temperatures under which gas is measured by use of the calculation appearing in AGA Report No. 8 at each of the points where the gas is received and delivered as supplemented or amended. Inert content of the metered gas stream used in the AGA Report No. 8, Gross I, Method I, calculations will be determined by a chromatographic analysis using spot sampling when deliveries begin and thereafter by (i) an on-line chromatographic analysis, (ii) chromatographic analysis not less than semiannually or (iii) analysis obtained from a composite sample.

14.8 Measurement. White River may install orifice, turbine, positive displacement, ultrasonic meters or other measurement devices. They will be installed and operated in accordance with then-approved AGA and API recommendations, where available.

(a) Orifice Meters. All orifice meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 3, Part 2 and API Chapter 14.3.

(b) Turbine Meters/Positive Displacement Meters. All turbine meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 7 and AGA ANSI B109.3.

(c) Ultrasonic Meters. All ultrasonic meters will be installed and gas volumes computed according to the standards prescribed in AGA Report No. 9.

(d) Square Root Error. If unacceptable square root error or gauge line error is caused by an interconnecting company's equipment or by a Shipper on the interconnecting company pipeline, White River will refuse to accept gas from the interconnecting pipeline at that location until the problem is corrected. Unacceptable square root error is defined to be equal to or greater than 0.5%. If there is a disagreement over the degree of error between White River and the operator of the source, a mutually agreeable independent third-party will be requested to determine the source and degree of error. The party deemed responsible for the pulsation source will incur all costs for the consultation and the installation of remedial devices or filtering equipment, as necessary.

(e) New Standards. White River may adopt the most recent edition of: API Chapter 14.3; AGA Report No. 3, Part 2; AGA Report No. 7; and AGA Report No. 9.

14.9 New Measurement Techniques. If a new method or technique is developed for gas measurement, the new method or technique may be substituted by White River. White River will promptly inform all Shippers of any new techniques adopted.

14.10 Rights Concerning Measurement Equipment.

(a) White River and the operator of any interconnecting facility, in the presence of each other or their contractually designated representative, may have access to the other's measurement equipment at all reasonable times for installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measurement equipment. Only the party owning the equipment may perform these operations, unless otherwise agreed. The failure of either party to witness such operations will not affect the validity of the operations.

(b) The records from measurement equipment will remain the property of the party owning the equipment, but within ten days of a request, each will permit the other party to inspect its records and data, together with related calculations.

(c) The measurement equipment of the operator of the interconnecting facility will be for check purposes only and, except as expressly provided in these General Terms and Conditions, will not be used in the custody measurement of gas.

14.11 Calibration and Test of Measurement Equipment. White River will verify the accuracy of all measurement equipment at reasonable intervals. White River will provide notice of regular inspections and calibrations of measurement equipment and any routine orifice plate changes to the operators of interconnecting facilities, and the operators or other contractually designated representative of Shippers may attend the inspections or plate changes. White River shall not be required to verify the accuracy of its equipment more frequently than once in a 90-day period. In the event an operator of an interconnecting facility or their contractually designated representative notifies White River that it desires a special test of any of White River's measurement equipment, the parties shall cooperate to secure prompt verification of the accuracy of such equipment. Any operator of an interconnecting facility or their contractually designated representative requesting such a special test of White River's measurement equipment shall bear White River's out-of-pocket costs of the test if the equipment is found to be accurate within one percent (1%).

14.12 Correction of Measurement Errors. If any measurement equipment is found to be inaccurate, the equipment will be adjusted immediately to measure accurately. If the measurement equipment in the aggregate is found to be inaccurate by one percent (1%) or more at a recording corresponding to the average hourly rate of gas flow for the period since the last preceding test, any payments based upon inaccurate measurement will be corrected at the rate of such inaccuracy for any period that is known definitely or agreed upon. In the case where the period is not known or agreed upon, such correction will be for a period extending over one half of the time elapsed since the date of the last test.

14.13 Failure of Measurement Equipment. If any measurement equipment is out of service or is found registering inaccurately and the error is not determinable by test, or by previous recordings, receipts or deliveries through such equipment will be estimated and agreed to by the parties upon the first of the following methods that is feasible:

(a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation, or, in the absence of (a);

(b) By using the registration of any check meter or meters, if installed and accurately registering, or, in the absence of (a) and (b);

(c) By estimating the quantity of gas received or delivered based on receipts or deliveries during preceding periods under similar conditions when the measurement equipment was registering accurately.

14.14 Preservation of Records. White River will retain data as may be required by appropriate authority.

14.15 Measurement Data Corrections. Measurement data corrections will be processed within six months of the production month with a three-month rebuttal period. This standard will not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods [NAESB WGQ 2.3.14].

14.16 Cutoff. The cutoff for the closing of measurement is five business days after the business month [NAESB WGQ 2.3.7].

15. FACILITIES

15. FACILITIES

White River is not required to construct or acquire any additional facilities to provide requested transportation service. If White River installs facilities at the request of a Shipper, that Shipper shall make full payment to White River for the additional facilities, except as may otherwise be provided in the Shipper's service agreement.

Shipper's payment to White River shall include the full cost of the facility, the tax burden created by the payment as well as the tax on tax effect generated by the payment. Reimbursement for federal income taxes on Shipper's payment will be computed by first determining the tax on tax effect, and then deducting the present value of the future tax benefit provided by the future depreciation of plant involved in the payment.

The tax-on-tax effect will be determined by the product of (a) the dollar amount qualifying as a contribution in aid of construction under the Tax Reform Act of 1986 and (b) the "tax rate" divided by 1 minus the tax rate: i.e.

$$\frac{\text{Tax Rate}}{\text{1-Tax Rate}}$$

The present value of the tax benefit provided by the future depreciation of plant shall be calculated by White River according to the present value formula shown in § 5 to these General Terms and Conditions. Shipper shall have no ownership interest in the additional facilities installed by White River.

16. ANNUAL CHARGE ADJUSTMENT

16.1 Purpose. White River is assessed an annual charge by the FERC to reimburse the United States Treasury for costs incurred by the FERC, other than costs incurred in the administration of Part I of the Federal Power Act, not covered by filing fees. To enable White River to recover this annual charge, this section establishes an Annual Charge Adjustment to be applicable to White River's rate schedules as set forth on the Statement of Rates.

16.2 Basis of Annual Charge Adjustment. The rates specified on the Statement of Rates shall incorporate by reference an adjustment for the ACA unit charge as published on the Commission's web site (www.ferc.gov). The adjustment shall be a base increment specified annually by the FERC at the time the FERC calculates the annual charge bills and shall be adjusted to White River's pressure base and heat content, if required.

16.3 Accounting Procedure. White River will account for annual charges paid by charging the amount to Account No. 928, Regulatory Commission Expenses, of the Commission's Uniform System of Accounts. It is White River's intent not to recover any annual charges recorded in FERC Account No. 928 in an NGA § 4 rate case.

16.4 Payment. White River shall remit to the FERC, within 45 days of the issuance of the bill by the Commission, payment of the annual charge assessed White River unless White River has filed a petition under 18 C.F.R. § 382.105. Payment must be made to the United States Treasury.

Reserved for Future Use

17. BILLING AND PAYMENT

17.1 Billing Schedule. On or before the 9th business day of each month, White River shall furnish to Shipper a monthly statement of the total payment due for the transportation of gas during the preceding month (including any other applicable charges). Unless otherwise agreed, transportation invoices shall state the net billing rate, rather than the maximum discount tariff rate and the discount amount [NAESB WGQ 3.3.4]. Imbalance statements shall be generated at the same time or prior to the generation of the transportation invoice [NAESB WGQ 2.3.28]. Shipper's imbalance statement will be included in this billing. Invoices shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities [NAESB WGQ 3.3.9]. Any necessary adjustment shall be made in later billings for differences between the estimated and actual quantities.

17.2 Billing For Released Capacity.

(a) If capacity is released, the Releasing Shipper will be billed the reservation charges associated with the entire amount the payment of the reservation charges corresponding to the released capacity will be applied to the Releasing Shipper's bill. The Releasing Shipper will also be billed any negotiated marketing fee.

(b) White River will bill the Replacement Shipper based on the rates specified in the service agreement and any other applicable charges. The Replacement Shipper must pay the billed amount directly to White River.

(c) If a Replacement Shipper fails to pay White River, White River will notify the Releasing Shipper that the conditional credit has been reversed and of the amount due, including interest calculated in accordance with 18 C.F.R. § 154.501(d). This amount must be paid by the Releasing Shipper. If the Replacement Shipper subsequently pays White River, White River will credit the amount received to the Releasing Shipper.

17.3 Access to Billing Data. Both parties shall have the right to examine at reasonable times books, records and charts of the other to the extent necessary to verify the accuracy of any statement, charge or computation made under or pursuant to any of the provisions of such statement.

17.4 Payment. Shipper shall pay White River within ten days of the date of the bill rendered under this section. Shipper must submit supporting documentation; White River shall apply payment per supporting documentation provided by Shipper; and if payment differs from invoiced amount, remittance details must be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two business days of the payment due date [NAESB WGQ 3.3.17]. Shipper must identify invoice number(s) on all payments [NAESB WGQ 3.3.18].

17.5 Late Payments.

(a) If Shipper fails to make timely payment of any part of the amount of any bill, the unpaid amount shall be deemed late, and White River shall charge interest from the date payment is due until the actual date of receipt of payment. The interest shall be compounded quarterly until paid.

(b) Interest shall be calculated at the current rate prescribed by 18 C.F.R. § 154.501(d).

(c) White River shall bill Shipper for any interest due in its next billing to Shipper, and Shipper will pay the amount due according to this section. White River will not bill for interest that totals less than $5.00 for a Shipper's aggregate delinquent bill. White River may waive the interest on late payment made within five days of the due date. If an uncontested bill remains unpaid for 30 days or more after payment is due, White River, in addition to any other remedy it may have, may, after giving Shipper 15 days' written notice, suspend further receipt and delivery of gas for Shipper until full payment for all service rendered to date is made.

17.6 Contested Bills. Any billing or statement may be contested within 180 days from its receipt by Shipper. If an invoice is in dispute, the Shipper shall pay any portion not in dispute and provide documentation identifying the basis for the dispute [NAESB WGQ 3.3.19]. White River shall have 90 days to provide its rebuttal. This time limit shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact.

If Shipper (i) contests all or any part of a bill in good faith, (ii) pays to White River the amounts it concedes to be correct, (iii) provides documentation identifying the basis of the dispute and (iv) within 30 days of a demand made by White River, furnishes a surety bond guaranteeing payment in the amount of the disputed portion of the bill, then White River may not suspend further delivery of gas unless default has occurred under the conditions of the bond. No payment by Shipper of the amount of a disputed bill shall prejudice the right of Shipper to claim an adjustment of the disputed bill. Shipper shall pay interest on disputed portions of a bill for which shipper has withheld payment, and which ultimately are found due, according to the provisions of this tariff.

17.7 Billing Errors. If an error is discovered in the amount of any bill, the error shall be adjusted within 30 days of the determination that an adjustment is required, provided that the claim for adjustment shall have been made within 180 days from the date of the bill. If it is determined that Shipper has been overcharged, and Shipper has paid the statement containing the overcharge, then, within 30 days after the final determination, White River shall refund the amount overcharged with interest. If it is determined that Shipper has been undercharged, Shipper shall pay the amount undercharged with interest calculated as prescribed by 18 C.F.R. § 154.501(d) within 30 days of notice by White River of the amount. In the event that any portion of a statement is in dispute, payment of the disputed portion shall not be deemed a waiver of the right to contest such disputed portion in any forum having jurisdiction.

17.8 Prior-Period Adjustments. The prior-period adjustment time limit shall be six months from the date of the initial transportation invoice and seven months from the date of the initial sales invoice with a three-month rebuttal period, excluding government-required rate changes. This time limit shall not apply in cases of deliberate omission, misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard. Mutual agreement between parties, legal decisions, and regulatory guidance may be necessary to determine if the event qualifies for an extension of the above time periods [NAESB WGQ 3.3.15].

17.9 Recovery of Expenses. White River shall be entitled to recover any reasonable expenses, costs or attorney's fees incurred to recover amounts owed for services rendered by White River to Shipper.

18. TITLE AND CLAIMS AGAINST GAS

18. TITLE AND CLAIMS AGAINST GAS

Shipper must hold good title to the gas at the time gas is delivered to White River for transportation. The gas Shipper delivers must be free and clear of all liens, encumbrances and claims. Shipper agrees to indemnify White River and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from any adverse claims of any person to the gas or to royalties, taxes, license fees, or charges that are applicable to the gas or delivery of the gas. Shipper agrees to indemnify White River and hold it harmless from all taxes or assessments that may be levied and assessed upon the delivery and that are by law payable by the party making delivery.

19. LIABILITY

19. LIABILITY

White River shall only be liable for gas losses or damages or injuries arising directly from the services provided by White River that are caused solely from the negligence or willful misconduct of White River. White River shall not be liable for any loss, damage or injury due to force majeure, Shipper negligence, or actions taken by White River to minimize damage to its facilities or to protect the operational integrity of its system or for losses which are covered under any insurance policy of Shipper. In no event shall White River be liable for any incidental or consequential damages of any kind.

20. FORCE MAJEURE

20. FORCE MAJEURE

If either party is rendered wholly or partially unable to carry out its obligations due to force majeure, the affected party must give notice to the other party as soon as is reasonably possible after the occurrence and provide the full particulars of the force majeure either in writing, by facsimile or via electronic means. So far as they are affected by the force majeure, the obligations of the parties, other than to make payments of amounts due (including any applicable reservation charge), shall be suspended during the continuance of any inability so caused, but no longer. If either party fails to rectify the force majeure within 90 days, either party may, at its reasonable discretion, terminate the transportation service agreement. If Shipper is unable to carry out its obligation due to force majeure, White River may seek to make any of Shipper's capacity available to other Shippers or to offer any available service to others. Shipper may again apply for service under this FERC Gas Tariff at such time as Shipper's force majeure condition is corrected.

21. ASSIGNMENT

21. ASSIGNMENT

White River may pledge or charge its interest under a transportation service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement, or similar instrument which it executes. Shipper shall not assign any of its rights under a transportation service agreement incorporating these General Terms and Conditions unless it first shall have obtained the consent of White River in writing and the assignment does not conflict with FERC regulations and policies. Shipper may not pledge or charge its interest under a transportation service agreement under the provisions of any mortgage, deed of trust, indenture, security agreement, loan agreement or similar instrument which it executes without the consent in writing of White River. No person which succeeds by purchase, merger or consolidation to the properties of Shipper shall be entitled to any part of the interest of Shipper under its transportation service agreement without the written consent of White River.

22. NON-WAIVER OF FUTURE DEFAULTS

22. NON-WAIVER OF FUTURE DEFAULTS

No waiver by either party of any one or more defaults by the other in the performance of any provision of a service agreement between Shipper and White River shall operate or be construed as a waiver of any future default.

23. STANDARDS OF CONDUCT

23.1 General. White River is an interstate natural-gas pipeline company that transports natural gas for others pursuant to Subparts B and G of 18 C.F.R. Part 284 and is affiliated, as that term is defined in 18 C.F.R. § 358, with a marketing or energy affiliate. This section provides information and procedures required by 18 C.F.R. § 250.16(b) and (c)(1), (2) and (3).

23.2 Shared Personnel and Facilities. White River does not share operating personnel with any marketing or energy affiliate.

Information on operating facilities or operating personnel will be posted on its Internet Web site. Such information will be updated pursuant to 18 C.F.R. §358 requirements.

23.3 Complaint Procedure. If a party has a concern relating to any request for service or any ongoing service, the party may request a Shipper Inquiry Form, an example of which appears in this Tariff. The party shall complete the Inquiry Form and return it to mwpipe@williams.com, or to:

White River Hub, LLC
Attn: Commercial Services
650 South Main Street, Suite 300
Salt Lake City, UT 84101

White River shall respond initially within 48 hours of receipt of Shipper's inquiry. Each inquiry shall be investigated, and White River shall inform the party in writing within 30 days of receipt of the party's inquiry of any action taken. White River shall maintain a separate file for all Shipper inquiries and White River's responses.

23.4 Affiliated Gathering Company Standards

(a) White River will provide nondiscriminatory access to all sources of supply in accordance with Part 284 of the Commission's regulations.

(b) White River will not condition or tie its agreement to provide transportation service to an agreement by the producer, customer, end user, or Shipper relating to any service by an affiliate, any services by its self on behalf of its affiliate, or any services in which its affiliate is involved.

24. FAILURE TO COMPLY WITH TERMS

24. FAILURE TO COMPLY WITH TERMS

White River will not be required to perform service under any rate schedule contained in this tariff if a Shipper fails to comply with the terms of its service agreement and the General Terms and Conditions.

25. DISCOUNTING POLICY

25.1 Discounts.

White River may, from time to time, adjust any or all of the rates charged to any individual Shipper for service under Part 284 of the Commission's regulations for which maximum and minimum rates are stated in this tariff. The annual charge adjustment is not discountable.

White River will post the following information, regarding each awarded discount, on Informational Postings for a period of 60 days:

(a) The name of the Shipper.

(b) Whether or not the Shipper is a marketing or energy affiliate of White River.

(c) The rate offered and the maximum rate.

(d) The term of any discount.

(e) The quantity of gas scheduled.

(f) The primary delivery points.

(g) Any special conditions that apply to a discount.

25.2 Types of Discounts. White River may agree, in writing, to allow a variety of discounts between its maximum and minimum rates under any rate schedule in its tariff without undue discrimination. Such discounts may be in addition to a base discount and will not be considered a material deviation from White River's forms of service agreements when White River and Shipper agree that a discount applies. Categories of eligible discounts that are representative of the types of discounts that White River may agree to are as follows:

(a) Specified quantities under Shipper's service agreement.

(b) Quantities above or below a certain level or all quantities if quantities exceed a certain level.

(c) A specified relationship to quantities actually transported.

(d) During specified periods of the year or over specifically defined periods of time.

(e) Specific receipt points, delivery points, markets or other defined geographic areas, or for specific direction of gas flow.

(f) Alternate receipt points under Shipper's contract when Shipper currently has a discount under the contract's primary receipt point.

(g) Production reserves, gas supplies or markets committed by a Shipper.

(h) To achieve an agreed-upon, overall effective rate, with a provision for adjusting the rate components of discounted agreements, if needed, to preserve the agreed-upon overall effective rate, so long as all rate components remain within the applicable minimum and maximum rates specified in the tariff. This provision may apply when a FERC-mandated change in White River's Statement of Rates affects the current rate paid by Shipper under a transportation service agreement. The parties may negotiate a rate that as nearly as possible preserves Shipper's contractual rate, commencing with the approved Statement of Rates. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

(i) Quantities conditioned upon implementation and completion of a construction project or acquisition of facilities.

26. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

26. NORTH AMERICAN ENERGY STANDARDS BOARD (NAESB) STANDARDS

Compliance with 18 CFR, Section 284.12

White River has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 4.0 (Standards), and the standard revised by Minor Correction MC24002 marked with an asterisk [*], which are required by the Commission in 18 CFR Section 284.12 (a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

Standards not Incorporated by Reference and their Location in this Tariff

The Standards reproduced White River's FERC Gas Tariff are subject to a limited copyright waiver from NAESB, authorizing White River to use some or all of the language contained in such Standards in the following materials: proposed and approved tariff sections, compliance filings, communications with customers and stakeholders in conducting day-to-day business, communications with regulatory agencies, and electronic and other media making tariffs, tariff sections and other documents available to the public as required by law, provided White River includes the appropriate citation in the material. With respect to the Standards listed below, White River incorporates the following © 1996-2024 Standards, all rights reserved:

NAESB Standard	Tariff record
1.2.4	§ 1, Definitions
1.2.6	§ 1, Definitions
1.3.1	§ 1, Definitions
1.3.2(i-vi)	§ 11.1, Nomination and Scheduling of Gas Receipts and Deliveries
1.3.3	§ 2.4, Informational Postings
1.3.4	§ 11.1, Nomination and Scheduling of Gas Receipts and Deliveries
1.3.5	§ 11.1, Nomination and Scheduling of Gas Receipts and Deliveries
1.3.6	§ 11.5, Nomination Standards and Requirements
1.3.7	§ 11.1, Nomination and Scheduling of Gas Receipts and Deliveries
1.3.9	§ 11.5, Nomination Standards and Requirements
1.3.11	§ 11.5, Nomination Standards and Requirements
1.3.13	§ 11.5, Nomination Standards and Requirements
1.3.19	§ 11.5, Nomination Standards and Requirements
1.3.22	§ 11.3, Unconfirmed Nominations
1.3.26	§ 12.12, Maintenance of System Integrity
2.2.1	§ 1, Definitions
2.3.7	§ 14.16, Cutoff
2.3.9	§ 14.3, Unit of Measurement and Metering Base
2.3.14	§ 14.15, Measurement Data Corrections
2.3.28	§ 17.1, Billing Schedule

3.2.1	§ 1, Definitions
3.3.4	§ 17.1, Billing Schedule
3.3.9	§ 17.1, Billing Schedule
3.3.15	§ 17.8, Prior-Period Adjustments
3.3.17	§ 17.4, Payment
3.3.18	§ 17.4, Payment
3.3.19	§ 17.6, Contested Bills
5.2.1	§ 2.4, Informational Postings
5.2.4	§ 1, Definitions
5.2.5	§ 1, Definitions
5.3.1	§ 6. 10, Billing Periods for Released Capacity
5.3.2	§§ 6.9, Exceptions to Bidding, and 6.10, Billing Periods for Released Capacity
5.3.4	§ 6.13, Awarding of Released Capacity
5.3.16	§ 6.24, Option to Withdraw Released Capacity
5.3.25	§ 6.10, Bidding Periods for Released Capacity
5.3.31	§ 6.10, Bidding Periods for Released Capacity
5.3.32	§ 6.10, Bidding Periods for Released Capacity
5.3.44	§ 6.21, Recall and Reput
5.3.45	§ 6.21, Recall and Reput
5.3.53	§ 6.21, Recall and Reput
5.3.54	§ 6.21, Recall and Reput
5.3.57	§ 6.21, Recall and Reput

Standards Incorporated by Reference:

Additional Standards:

General:

Definitions:
0.2.5

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Creditworthiness:

Standards:
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

Operating Capacity and Unsubscribed:

Standards:
0.3.18, 0.3.20, 0.3.21, 0.3.22

Data Sets:
0.4.2, 0.4.3

Location Data Download:

Standards:
0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Datasets:
0.4.4

Storage Information

Data Sets:
0.4.1

Nominations Related Standards:

Definitions:
1.2.1, 1.2.2, 1.2.3, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.14, 12.15, 1.2.16, 1.2.17, 1.2.18, 1.2.19

Standards:
1.3.8, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.21, 1.3.23, 1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58, 1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.3.80, 1.3.81, 1.3.82

Data Sets:
1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

Flowing Gas Related Standards:

Definitions:
2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:
2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.8, 2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.15, 2.3.16, 2.3.17, 2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26, 2.3.27, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41, 2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50, 2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58, 2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Data Sets:
2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:

Standards:
3.3.3, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.16, 3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26, 3.3.27

Data Sets:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

Quadrant Electronic Delivery Mechanism Related Standards:

Definitions:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18

Standards:
4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27. 4.3.28, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93 , 4.3.94, 4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101, 4.3.102, 4.3.104, 4.3.105, 4.3.106, 4.3.107, 4.3.108, 4.3.110

Capacity Release Standards:

Definitions:
5.2.2, 5.2.3

Standards:
5.3.3, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.26, 5.3.28, 5.3.29, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38, 5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.46, 5.3.47, 5.3.48, 5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.55, 5.3.56, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64, 5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72, 5.3.73

Data Sets:
5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.24, 5.4.25, 5.4.26, 5.4.27

Cybersecurity Related Standards:

Definitions:

12.2.1, 12.2.2, 12.2.3, 12.2.4, 12.2.5, 12.2.6, 12.2.7, 12.2.8, 12.2.9, 12.2.10, 12.2.11, 12.2.12, 12.2.13, 12.2.14, 12.2.15, 12.2.16, 12.2.17, 12.2.18, 12.2.19, 12.2.20, 12.2.21, 12.2.22, 12.2.23, 12.2.24, 12.2.25, 12.2.26, 12.2.27, 12.2.28, 12.2.29, 12.2.30, 12.2.31, 12.2.32, 12.2.33, 12.2.34, 12.2.35, 12.2.36, 12.2.37, 12.2.38, 12.2.39, 12.2.40, 12.2.41

Standards:

12.3.1, 12.3.2, 12.3.3, 12.3.4, 12.3.5, 12.3.6, 12.3.7, 12.3.8, 12.3.9, 12.3.10, 12.3.11, 12.3.12, 12.3.13, 12.3.14, 12.3.15, 12.3.16, 12.3.17, 12.3.18, 12.3.19, 12.3.20, 12.3.21, 12.3.22, 12.3.23, 12.3.24, 12.3.25, 12.3.26, 12.3.27, 12.3.28, 12.3.29, 12.3.30, 12.3.31

Standards for which Waiver or Extension of Time to Comply have been Granted in Docket No. CP08-398-000, Letter Order dated August 1, 2008 and renewed in Docket No. RP22-213-000 by Order dated May 27, 2022:

NAESB Data Sets:

Additional Standards:
0.4.1

Flowing Gas Related Standards:
2.4.1, 2.4.2, 2.4.6, 2.4.7, 2.4.8, 2.4.9, 2.4.10, 2.4.11, 2.4.17, 2.4.18

Invoicing Related Standards:
3.4.1*, 3.4.2, 3.4.3, 3.4.4

Capacity Release Related Standards:
5.4.20, 5.4.21, 5.4.22, 5.4.23, 5.4.27

27. NEGOTIATED RATES

27.1 Applicability. Notwithstanding anything to the contrary contained in this tariff, White River may charge a negotiated rate for service under any rate schedule contained in this tariff to any Shipper that has access to service at the rates set forth in the applicable rate schedule as shown on the effective Statement of Rates (recourse rates), and agrees to pay the negotiated rate.

27.2 Negotiated Rate. A negotiated rate shall mean a rate for service, where one or more of the individual rate components exceed the maximum charge, or are less than the minimum charge, for such components. This shall include a rate derived by a formula where one or more of the individual rate components may exceed the maximum charge, or may be less than the minimum charge.

27.3 Conditions. Implementation of a negotiated rate shall be subject to the following conditions:

(a) White River may, at its option, require that Shippers making negotiated-rate bids or negotiated-rate requests for any available capacity first have an existing executed Part 284 service agreement prior to implementing negotiated rates. White River and any Shipper with a Part 284 service agreement, except a Shipper using capacity acquired under a capacity-release arrangement, may mutually agree to convert that service agreement to a service agreement subject to negotiated rates. If only a portion of the capacity under any service agreement will be priced at Negotiated Rates, the original service agreement must first be bifurcated, and recourse rates will continue to apply to the service agreement not subject to the Negotiated Rates.

(b) Shipper had access to service pursuant to this FERC Gas Tariff at the rates set forth on the Statement of Rates at the time of the execution of the transportation service agreement implementing negotiated rates.

(c) White River has filed a Statement of Negotiated Rate Agreements advising the Commission of such agreement. The Statement of Negotiated Rate Agreements will state the exact legal name of the Shipper, the negotiated rate, other applicable charges, the receipt and delivery points, the volume of gas to be transported and the applicable rate schedule for service provided at a negotiated rate. The Statement of Negotiated Rate Agreements will include a statement affirming that the negotiated-rate agreement does not deviate in any material aspect from the applicable form of service agreement or White River will file the agreement pursuant to § 154.112(b) of the Commission's Regulations.

27.4 Rate Case Treatment.

(a) Subject to the limitations set forth in subsections (b) and (c) below, White River shall be allowed to seek a discount adjustment to the level of its recourse rates in general rate cases initiated by White River under Section 4 of the Natural Gas Act or by others under Section 5 of the Natural Gas Act. White River shall be allowed to seek inclusion of negotiated rates in discount adjustments whenever the negotiated rate is below the posted maximum rate under the applicable rate schedule for all or part of the 12-month base period and/or the nine-month rate case adjustment period. However, if the negotiated rates were not in effect during the base period, the negotiated rates may still be included in a discount adjustment when they are projected to be in effect at a level below the otherwise applicable maximum recourse rate as of the end of the nine-month rate adjustment period.

(b) The following measures shall serve to limit inappropriate cost shifting from negotiated-rate services to recourse-rate services:

(i) A discount adjustment to recourse rates shall only be allowed to the extent that White River can meet the standards required of an affiliate discount adjustment, including requiring that White River shall have the burden of proving that any discount granted is required to meet competition.

(ii) White River shall be required to demonstrate that any discount adjustment does not have an adverse impact on recourse-rate Shippers.

White River may comply with item (ii) above by:

1. Demonstrating that, in the absence of White River's entering into the negotiated-rate agreement, White River would not have been able to contract for the related capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates that result after applying the discount adjustment; or

2. Making another comparable showing that the negotiated rate contributes more to fixed costs on the system than could have been achieved without the negotiated rate.

27.5 Bidding for Firm Capacity. White River and Shipper may negotiate, and post for competitive bidding, a rate that exceeds the applicable maximum reservation rate. If competing bids under § 5 of the General Terms and Conditions reflect different rate forms, i.e., negotiated rates vs. recourse rates, White River shall award the capacity, or portion, using the evaluation criteria of § 5 of these General Terms and Conditions; the negotiated reservation charge reflected in such evaluation criteria may not exceed the maximum applicable recourse rate. White River will calculate this value based only on the reservation charge or similar guaranteed revenue stream.

27.6 Agreements Subject to the Right of First Refusal. For purposes of § 7 of these General Terms and Conditions, the highest rate that a Shipper must match in order to continue to receive service is the maximum rate set forth on the Statement of Rates that is applicable to such service. For purposes of evaluating bids under § 7, the value of the bid will be based only on the reservation charge or similar guaranteed revenue stream.

27.7 Capacity Release. White River and Shipper may, in connection with their agreement to a negotiated rate under a firm transportation rate schedule, agree upon payment obligations and crediting mechanisms in the event that capacity release provisions vary from or are in addition to those set forth in § 6 of these General Terms and Conditions. This provision, in and of itself, does not allow White River and Shipper to negotiate the terms and conditions of service.

27.8 Capacity Scheduling. For purposes of allocating capacity under § 11 of these General Terms and Conditions, a Shipper paying a negotiated rate that exceeds the maximum rate for that service will be considered to have paid the maximum rate for such service.

27.9 Accounting for Costs and Revenues. Allocation of costs to, and recording of revenues from, service at negotiated rates or rate formulas will follow White River's normal practices associated with transportation services provided under this tariff. If White River institutes any revenue tracker or other device to flow through to its Shippers the impact of interruptible or other transportation transactions, the treatment of such tracker of revenues from nonconforming negotiated rates or rate formulas shall be specified in the applicable tariff provision.

27.10 Rate Case Tracking. White River will separately record the volume transported, billing determinants, rate components, surcharges and the revenue associated with its negotiated-rate transactions so that this information can be separately identified, and separately totaled as part of Statements G, I, and J in any applicable rate case filing under § 4(e) of the Natural Gas Act, 15 U.S.C. & § 717(c). Additionally, transactions that originate as discounted pre-existing Part 284 service agreements and are subsequently converted to negotiated-rate agreements will be recorded separately from those transactions originating as negotiated-rate agreements. White River's recovery of surcharges will comport with existing practices.

28. OFF-SYSTEM SERVICES

28. OFF-SYSTEM SERVICES

White River may enter into transportation and/or storage agreements with other interstate and intrastate pipeline and storage providers (off-system capacity). In the event that White River acquires off-system capacity, White River will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to White River's FERC Gas Tariff and subject to White River's currently approved rates. For purposes of transactions entered into subject to this section, the "shipper must hold title" requirement is waived on the acquired capacity.

29. APPLICABLE LAW

29. APPLICABLE LAW

Any agreement executed pursuant to the terms and conditions of this tariff shall be interpreted according to the laws of Utah without regard to choice of law rule.

30. CAPACITY RESERVED FOR FUTURE EXPANSIONS

30. CAPACITY RESERVED FOR FUTURE EXPANSIONS

White River reserves the right, but shall not be obligated, to reserve capacity for a specified future expansion project (Project). This capacity may include (1) unsubscribed capacity, (2) capacity under expiring or terminating agreements that do not have a Right of First Refusal (ROFR) or where Shipper does not exercise its ROFR or (3) capacity that is returned to White River in response to a direct solicitation to capacity holders for permanent releases of capacity to serve a Project. Reservation of capacity under this section shall not modify or limit the rights of White River's existing Shippers.

(a) Capacity may be reserved up to one year prior to White River filing for either certificate authority or requesting prior notice authorization pursuant to White River's blanket construction certificate to construct a Project, and thereafter until all facilities related to the certificate filing, for which the capacity was reserved, are placed in service.

(b) An open season must be held for any capacity reserved by White River. The open season may be held any time prior to White River posting notice of the reserved capacity or within one year after White River posts notice of reserved capacity.

(c) Prior to reserving capacity for a Project, White River shall first post all available capacity for bidding and award according to the bidding procedures set forth in §5 of the General Terms and Conditions of this Tariff. Any capacity that remains unsubscribed following the bid period may be reserved by White River for a Project.

(d) White River's available capacity posting will include any minimum terms and conditions pursuant to §5.1. In the event that a subsequent Project open season imposes minimum terms and conditions that are materially different from the minimum terms and conditions imposed in the available capacity posting pursuant to §30(c) above, White River shall repost the reserved capacity for bidding with the same minimum terms and conditions imposed for the Project open season. If the Project open season is held prior to or during the monthly capacity bid period set forth in §5, White River shall use the same minimum terms and conditions as stated in the Notice of Available Capacity for the monthly bid period for the Project open season.

(e) White River will post notice of any reserved capacity on its Internet Web Site following the close of the Bid Period and before the start of the next Bid Period.

(f) White River will post a non-binding solicitation for turnback capacity no later than the close of a Project open season specifying the minimum term for a response to solicitation.

(g) White River's reserved capacity posting will include the following information:

(i) Description of the Project for which capacity is reserved,

(ii) The total quantity of capacity reserved,

(iii) The location of the reserved capacity on the pipeline system,

(iv) The anticipated date that an open season for the Project capacity will be held or the reserved capacity will otherwise be posted for bids, and

(v) The projected in-service date of the Project facilities (if any).

White River will promptly update the posting of reserved capacity in the event of any material changes to the posting.

(h) Capacity reserved under this section will be made available on an interim basis up to the in-service date of a Project. For such interim agreements, White River reserves the right to limit any extension rights provided in the transportation service agreement up to the proposed or actual in-service date of a Project. White River will indicate any limitations on extension rights applicable to interim agreements under White River's Informational Postings listing the available capacity.

(i) Any capacity reserved under this section for a Project that does not proceed for any reason shall be reposted as generally available on an equal basis within 30 days of the date capacity becomes available, with the exception of capacity committed to agreements entered into on an interim, limited-term basis during the period the capacity was reserved, or a conditional ROFR pursuant to §7.9 of the General Terms and Conditions. Upon expiration of these limited-term agreements, capacity will be posted as available. Each individual Project will follow the procedures above, and the 1-year deadline will apply prior to each subsequent Project.

31. Operational Purchases and Sales of Gas

31. Operational Purchases and Sales of Gas

(a) White River may purchase and/or sell gas at locations on White River's system for operational purposes. White River may purchase and/or sell gas to the extent necessary to:

(i) manage imbalance quantities pursuant to §§ 12.3, 12.6, 12.10, and 12.11 of General Terms and Conditions;
(ii) maintain system pressure and line pack;
(iii) perform other operational functions of White River in connection with transportation services; and
(iv) otherwise protect the operational integrity of its system.

(b) (i) White River shall announce its intention to purchase or sell gas via a Non-critical Notice on the Informational Postings section of White River's website. Included in such posting shall be:

(1) the quantities of gas to be purchased and/or sold;
(2) the effective date and term of the purchase and/or sale;
(3) location of sale or purchase; and
(4) any additional terms or information as may be required by White River;

(ii) Prospective bidders shall submit a written bid via email to an email address provided in the Non-critical Notice, with such bid(s) containing the following information:

(1) bidder's legal name and the name, title, address, and phone number of individual authorized to purchase gas;
(2) bidder's price;
(3) any conditions on the prospective bidder's offer to sell and/or purchase gas; and
(4) the bid proposal must address all criteria listed in White River's posting.

(iii) White River shall determine, in its sole discretion, the best offer(s) based on the posted criteria in Section 31(b)(i) herein.

(iv) White River reserves its right, in its sole discretion to:

(1) withdraw its postings;
(2) reject all bids; and
(3) reject any bids which are not complete, which contain modifications to the terms of the posting, or which contain terms that are operationally unacceptable.

(v) Any operational purchases and/or sales will be made on an unbundled basis and a separate transportation service agreement shall be required to deliver gas to or receive gas from the respective location of purchase or location of sale.

(c) By March 1 of each year, White River will file a report with the Commission describing purchase and sales transactions conducted pursuant to this section in the preceding calendar year, if the preceding calendar year had such purchases and/or sales. The report will include the source of the operational gas purchased or sold, the date of such purchases/sales, volumes, the purchase/sale price, the costs and revenues from such purchases/sales and the disposition of the associated costs and revenues for all types of operational purchases and sales.

FORMS OF AGREEMENT

Contract No._____

FORM OF FIRM TRANSPORTATION SERVICE AGREEMENT
Rate Schedule FT

1. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

2. SHIPPER'S STATUS:

_____ Local Distribution Company (LDC)
_____ Intrastate Pipeline Company
_____ interstate Pipeline Company
_____ End User
_____ Producer
_____ Marketer
_____ Pipeline Sales Operating Unit

3. TRANSPORTATION AUTHORITY:

_____ 18 C.F.R. § 284 Subpart G
_____ 18 C.F.R. § 284 Subpart B (NGPA § 311)
Transportation on Behalf of: (only applicable to § 311)
_____ LDC or Intrastate Pipeline Company
_____ Interstate Pipeline Company or Shipper

4. RATE SCHEDULE FT RDC:

_____ Dth/day

5. PRIMARY RECEIPT POINTS:

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Receipt Point Capacity			_____

6. PRIMARY DELIVERY POINTS:

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Delivery Point Capacity			_____

7. RATES:

Reservation Charge:
Primary Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)

Alternate Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)

Usage Charges:

_____ The rate on White River's Statement of Rates.
_____ See Additional Terms

Volumetric Rate:

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/d)

8. ADDITIONAL FACILITIES CHARGES:

_____ None
_____ Lump sum payment of _____
_____ Monthly fee of _____
_____ See Additional Terms

9. TERM OF AGREEMENT:

_____ through _____

10. Renewal Term:

_____ None
_____ Month to month
_____ Year to year
_____ Other:

This Agreement may be terminated by either party by giving written notice:

_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

11. ADDITIONAL TERMS:

12. This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

Contract No. _____

FORM OF INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT
Rate Schedule IT

1. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

2. SHIPPER'S STATUS:

_____ Local Distribution Company (LDC)
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ End User
_____ Producer
_____ Marketer
_____ Pipeline Sales Operating Unit

3. TRANSPORTATION AUTHORITY:

_____ 18 C.F.R. § 284 Subpart G
_____ 18 C.F.R. § 284 Subpart B (NGPA § 311)
Transportation on Behalf of: (only applicable to § 311)
_____ LDC or Intrastate Pipeline Company
_____ Interstate Pipeline Company or Shipper

4. QUANTITY TO BE TRANSPORTED:

_____ Dth/day

5. USAGE CHARGE:

_____ The systemwide rate on White River's Statement of Rates.
_____ See additional terms.

Receipt Pt. MAP No.	Delivery Pt. MAP No.	Type of Charge	Usage Rate $/Dth
_____	_____	_____	_____

6. ADDITIONAL FACILITIES CHARGES:

_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____
_____ See additional terms

7. TERM OF AGREEMENT:

_____ through _____

8. RENEWAL TERM:

_____ None
_____ Month to month
_____ Year to year
_____ Other:

This Agreement may be terminated by either party by giving written notice:

_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

9. Additional Terms and Conditions:

10. This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

Contract No._____

FORM OF FIRM RESIDUE GAS SERVICE AGREEMENT
Rate Schedule RGS

1. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

2. SHIPPER'S STATUS:

_____ Gas Processor
_____ Producer
_____ Marketer

3. RATE SCHEDULE RGS RDC:

_____ Dth/day

4. PRIMARY RECEIPT POINT:

MAP No.	-	Description	Capacity
_____	-	_____	_____

5. PRIMARY DELIVERY POINTS:

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Delivery Point Capacity			_____

Gas Processing Customers: See Exhibit A

6. RATES:

Primary Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)
_____	_____	_____	_____

Alternate Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)
_____	_____	_____	_____

Recourse Rate Usage Charge:

_____ The maximum recourse rate on White River's Statement of Rates.
_____ A discounted recourse rate of _____/Dth. (not below minimum).
_____ See additional terms

Volumetric Rate:

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/d)
_____	_____	_____	_____

7. ADDITIONAL FACILITIES CHARGES:

_____ None
_____ Lump-sum payment of _____
_____ Monthly fee of _____
_____ See additional terms

8. TERM OF AGREEMENT:

_____ through _____

9. Renewal Term:

_____ None
_____ Month to month
_____ Year to year
_____ Other:

This Agreement may be terminated by either party by giving written notice:

_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

10. ADDITIONAL TERMS:

11. (a) This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

(b) Each Gas Processing Customer has executed the form of agency appointment attached to this Agreement as Exhibit A, appointing Shipper to act as its agent in accordance with the provisions of § 6 of Rate Schedule RGS.

FORM OF FIRM RESIDUE GAS SERVICE AGREEMENT
Rate Schedule RGS

EXHIBIT A - FORM OF AGENCY APPOINTMENT AGREEMENT

Designated Shipper Agent for Management of Capacity: _____

Gas Processing Customer: _____

Transportation Service Agreement No(s).: _____

Gas Processing Customer Contact_____e-mail address: _____

Gas Processing Customer Mailing Address: _____

_____

Gas Processing Customer Telephone: _____Fax: _____

The undersigned Gas Processing Customer hereby appoints _____ to act as Gas Processing Customer's agent or Gas Services Administrator ("GSA"), for purposes of acquiring and managing the daily capacity on the White River Hub for Gas Processing Customer for its use under the above-referenced transportation service agreement(s) between GSA and White River. In executing its responsibilities under this Agency Appointment Agreement, GSA is authorized to nominate Residue Gas for transportation for the account of Gas Processing Customer at varying quantities on any day as necessary to satisfy Gas Processing Customer's capacity requirements as a shipper under the above-referenced transportation service agreement(s). At all times, Gas Processing Customer shall hold the title to all Gas which is nominated for transportation service by GSA on Gas Processing Customer's behalf, and Gas Processing Customer shall be deemed to be the shipper of such gas. Nothing in this Agency Appointment Agreement shall be construed to effect the transfer of title to Gas Processing Customer of any Gas nominated for transportation service by GSA for GSA's own account, and nothing in this Agency Appointment Agreement shall be construed to effect the transfer of title to GSA of any Gas nominated for transportation service by GSA on Gas Processing Customer's account. The responsibility of GSA to manage gas transportation under the above-referenced transportation service agreement(s) on Gas Processing Customer's behalf shall at all times be as provided by, and shall be subject to the provisions of, Rate Schedule RGS and the General Terms and Conditions set forth in White River's FERC Gas Tariff.

1. Authorization of GSA. GSA shall be responsible for the acquisition and management, on Gas Processing Customer's behalf, of the capacity under the transportation service agreement(s) described above, White River's Rate Schedule RGS, and the General Terms and Conditions of White River's Tariff, including, without limitation, for all communications with White River, nominations of quantities, imbalance management, OFO compliance, modifying delivery points, making unused capacity available to White River, and all billing and payment matters.

2. Payment on Behalf of Gas Processing Customer. GSA shall be responsible for making timely payments to White River for transportation services rendered on behalf of Gas Processing Customer pursuant to the terms of the transportation service

agreement(s), and for the payment of any penalties, fees, assessments, or other charges assessed against GSA in connection with gas transported for the account of Gas Processing Customer.

3. Unscheduled Capacity. If, on any day, after fulfilling the nomination requirements for Gas Processing Customer, there is remaining unscheduled capacity under the transportation service agreement(s) ("Unscheduled Capacity"), GSA shall be entitled either to release the Unscheduled Capacity pursuant to § 9 of the General Terms and Conditions or to make the Unscheduled Capacity available to White River.

4. Access to Daily Usage Information. Gas Processing Customer acknowledges and agrees that, in order for GSA to carry out its responsibilities for daily capacity management hereunder, GSA shall have access to all information regarding the daily transportation quantities for the receipt point and all delivery points applicable under the referenced transportation service agreement(s). Any additional detailed information requested by GSA shall be provided only upon Gas Processing Customer's consent in writing to White River.

5. Communications. White River shall be entitled to communicate exclusively with the GSA under the transportation service agreement(s), and to rely upon all communications from GSA including, without limitation, with respect to all correspondence, notices, and invoices associated with the transportation of Residue Gas owned by a Gas Processing Customer. The GSA shall control the logon and password for all transportation service agreements covered under this Agency Appointment Agreement.

6. Termination. This Agency Appointment Agreement may be terminated by either GSA or Gas Processing Customer, without cause, in whole or part as to any transportation service agreement, by providing White River and the other party written notice of its intention to terminate this Agency Appointment Agreement. Unless otherwise mutually agreed, such termination shall become effective the first day of the following month provided the notice is received by White River no later than noon, four business days prior to the first day of that month; otherwise, such termination shall become effective the first day of the subsequent month. Such notice shall be deemed to apply to all transportation service agreements unless expressly provided otherwise. Notwithstanding the foregoing, this designation and appointment of GSA as agent for Gas Processing Customer with respect to one or more of the transportation service agreements shall automatically terminate upon termination or cancellation of the referenced agreement(s), as applicable, or upon the effective date of an agency agreement designating or appointing a substitute party as agent for the agreement(s).

7. Responsibilities Upon Termination. Upon termination of this Agency Appointment Agreement, Gas Processing Customer shall be responsible for making its own arrangements for capacity on White River for the transportation of its Residue Gas, and such gas shall no longer be nominated by the GSA for transportation under the transportation service agreement(s). In the event that this Agency Appointment Agreement is terminated any outstanding payments due by GSA for charges, cashouts or penalties incurred by GSA on behalf of Gas Processing Customer as a result of GSA's responsibilities hereunder shall be due and payable by GSA directly to White River.

8. Indemnification. White River shall be entitled to rely on the GSA's actions undertaken for Gas Processing Customer's account with respect to the transportation service agreement(s). Gas Processing Customer agrees to indemnify, defend and hold harmless GSA from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorneys' fees and court costs incurred by GSA from White River, whether related to the collection of any amounts due under the Agreement(s) or otherwise) resulting from White River's reliance on GSA, including, but not limited to, actions taken by White River pursuant to GSA's action or inaction under the transportation service agreement(s).

This Agency Appointment Agreement was executed this _____ day of _____ to become effective as of _____.

GAS PROCESSING CUSTOMER	GAS SERVICE ADMINISTRATOR
_____	_____
By: _____	By: _____
_____ Type or Print Name	_____ Type or Print Name
Title: _____	Title: _____
Date: _____	Date: _____

Contract No. _____
Amendment No. _____

FIRM TRANSPORTATION SERVICE AMENDMENT FORM
Rate Schedule FT

Amended Terms

1. SHIPPER'S NAME AND ADDRESS:
_____
_____
_____

2. RATE SCHEDULE FT RDC:

_____ Dth/day

3. PRIMARY RECEIPT POINTS:

_____ Add
_____ Permanent Release

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Recipt Point Capacity			_____

4. PRIMARY DELIVERY POINTS:

_____ Add
_____ Permanent Release

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Delivery Point Capacity			_____

5. RATES:

Reservation Charge:
Primary Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)
_____	_____	_____	_____

Alternate Points

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/Mo.)

Usage Charges:

_____ The rate on White River's Statement of Rates.
_____ See Additional Terms

Volumetric Rate:

Rec. Location	Del. Location	Type of Charge	Rate ($/Dth/d)

6. TERM OF AGREEMENT:
_____ to _____

7. Renewal Term:
_____ None
_____ Month to month
_____ Year to year
_____ Other:
This Agreement may be terminated by either party by giving written notice:
_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

8. EFFECTIVE DATE OF CHANGES:

_____

9. ADDITIONAL TERMS:

10. This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

Contract No. _____
Amendment No. _____

INTERRUPTIBLE TRANSPORTATION AMENDMENT FORM
Rate Schedule IT

Amended Terms

1. SHIPPER'S NAME AND ADDRESS:
   _____
   _____
   _____

2. QUANTITY TO BE TRANSPORTED:

   _____ Dth/day

3. TERM OF AGREEMENT:

   _____ through _____

4. Renewal Term:
   _____ None
   _____ Month to month
   _____ Year to year
   _____ Other:
   This Agreement may be terminated by either party by giving written notice:
   _____ days before the expiration of its primary term.
   _____ days before the expiration of any renewal term.

5. USAGE CHARGE:

   _____ The systemwide rate on White River's Statement of Rates.
   _____ See additional terms.

Receipt Pt. MAP No.	Delivery Pt. MAP No.	Type of Charge	Usage Rate $/Dth
_____	_____	_____	_____

6. EFFECTIVE DATE OF CHANGES:
   _____

7. ADDITIONAL TERMS AND CONDITIONS:

8. This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

Contract No._____
Amendment No. _____

FIRM RESIDUE GAS SERVICE AMENDMENT FORM
Rate Schedule RGS

Amended Terms

1. SHIPPER'S NAME AND ADDRESS:

_____
_____
_____

2. RATE SCHEDULE RGS RDC:

_____ Dth/day

3. PRIMARY RECEIPT POINT:

_____ Permanent Release

MAP No.	-	Description	Capacity
_____	-	_____	_____

4. PRIMARY DELIVERY POINTS:

_____ Add
_____ Permanent Release

MAP No.	-	Description	Capacity
_____	-	_____	_____
_____	-	_____	_____
_____	-	_____	_____
Total Primary Delivery Point Capacity			_____

5. RATES:

Recourse Rate Reservation Charge:
_____ The maximum recourse rate on White River's Statement of Rates.
_____ A discounted recourse rate of _____/Dth/mo.
_____ See additional terms

Recourse Rate Usage Charge:
_____ The maximum recourse rate on White River's Statement of Rates.
_____ A discounted recourse rate of _____/Dth. (not below minimum).
_____ See additional terms

Negotiated Rate:

_____	Reservation charge of	_____/Dth/mo.
_____	Commodity charge of	_____/Dth.
_____	Negotiated volumetric rate of	_____/Dth.
_____	See additional terms	

Volumetric Rate:
_____ /Dth Valid only if capacity is released at a volumetric rate.

6. TERM OF AGREEMENT:
_____ through _____

7. Renewal Term:
_____ None
_____ Month to month
_____ Year to year
_____ Other:
This Agreement may be terminated by either party by giving written notice:
_____ days before the expiration of its primary term.
_____ days before the expiration of any renewal term.

8. EFFECTIVE DATE OF CHANGES:
_____

9. ADDITIONAL TERMS:

10. (a) This Agreement includes all the terms and conditions of White River's FERC Gas Tariff, First Revised Volume No. 1 and the terms, conditions and signatures of Shipper's access agreement with White River.

(b) Each Gas Processing Customer has executed the form of agency appointment attached to this Agreement as Exhibit A, appointing Shipper to act as its agent in accordance with the provisions of § 6 of Rate Schedule RGS.

FORM OF FIRM RESIDUE GAS SERVICE AGREEMENT
Rate Schedule RGS

EXHIBIT A - FORM OF AGENCY APPOINTMENT AGREEMENT

_____ Add
_____ Remove

Designated Shipper Agent for Management of Capacity: _____

Gas Processing Customer: _____

Transportation Service Agreement No(s).: _____

Gas Processing Customer Contact_____e-mail address: _____

Gas Processing Customer Mailing Address: _____
_____

Gas Processing Customer Telephone: _____Fax: _____

The undersigned Gas Processing Customer hereby appoints _____ to act as Gas Processing Customer's agent or Gas Services Administrator ("GSA"), for purposes of acquiring and managing the daily capacity on the White River Hub for Gas Processing Customer for its use under the above-referenced transportation service agreement(s) between GSA and White River. In executing its responsibilities under this Agency Appointment Agreement, GSA is authorized to nominate Residue Gas for transportation for the account of Gas Processing Customer at varying quantities on any day as necessary to satisfy Gas Processing Customer's capacity requirements as a shipper under the above-referenced transportation service agreement(s). At all times, Gas Processing Customer shall hold the title to all Gas which is nominated for transportation service by GSA on Gas Processing Customer's behalf, and Gas Processing Customer shall be deemed to be the shipper of such gas. Nothing in this Agency Appointment Agreement shall be construed to effect the transfer of title to Gas Processing Customer of any Gas nominated for transportation service by GSA for GSA's own account, and nothing in this Agency Appointment Agreement shall be construed to effect the transfer of title to GSA of any Gas nominated for transportation service by GSA on Gas Processing Customer's account. The responsibility of GSA to manage gas transportation under the above-referenced transportation service agreement(s) on Gas Processing Customer's behalf shall at all times be as provided by, and shall be subject to the provisions of, Rate Schedule RGS and the General Terms and Conditions set forth in White River's FERC Gas Tariff.

1. Authorization of GSA. GSA shall be responsible for the acquisition and management, on Gas Processing Customer's behalf, of the capacity under the transportation service agreement(s) described above, White River's Rate Schedule RGS, and the General Terms and Conditions of White River's Tariff, including, without limitation, for all communications with White River, nominations of quantities, imbalance management, OFO compliance, modifying delivery points, making unused capacity available to White River, and all billing and payment matters.

2. Payment on Behalf of Gas Processing Customer. GSA shall be responsible for making timely payments to White River for transportation services rendered on behalf of Gas Processing Customer pursuant to the terms of the transportation service agreement(s), and for the payment of any penalties, fees, assessments, or other charges assessed against GSA in connection with gas transported for the account of Gas Processing Customer.

3. Unscheduled Capacity. If, on any day, after fulfilling the nomination requirements for Gas Processing Customer, there is remaining unscheduled capacity under the transportation service agreement(s) ("Unscheduled Capacity"), GSA shall be entitled either to release the Unscheduled Capacity pursuant to § 9 of the General Terms and Conditions or to make the Unscheduled Capacity available to White River.

4. Access to Daily Usage Information. Gas Processing Customer acknowledges and agrees that, in order for GSA to carry out its responsibilities for daily capacity management hereunder, GSA shall have access to all information regarding the daily transportation quantities for the receipt point and all delivery points applicable under the referenced transportation service agreement(s). Any additional detailed information requested by GSA shall be provided only upon Gas Processing Customer's consent in writing to White River.

5. Communications. White River shall be entitled to communicate exclusively with the GSA under the transportation service agreement(s), and to rely upon all communications from GSA including, without limitation, with respect to all correspondence, notices, and invoices associated with the transportation of Residue Gas owned by a Gas Processing Customer. The GSA shall control the logon and password for all transportation service agreements covered under this Agency Appointment Agreement.

6. Termination. This Agency Appointment Agreement may be terminated by either GSA or Gas Processing Customer, without cause, in whole or part as to any transportation service agreement, by providing White River and the other party written notice of its intention to terminate this Agency Appointment Agreement. Unless otherwise mutually agreed, such termination shall become effective the first day of the following month provided the notice is received by White River no later than noon, four business days prior to the first day of that month; otherwise, such termination shall become effective the first day of the subsequent month. Such notice shall be deemed to apply to all transportation service agreements unless expressly provided otherwise. Notwithstanding the foregoing, this designation and appointment of GSA as agent for Gas Processing Customer with respect to one or more of the transportation service agreements shall automatically terminate upon termination or cancellation of the referenced agreement(s), as applicable, or upon the effective date of an agency agreement designating or appointing a substitute party as agent for the agreement(s).

7. Responsibilities Upon Termination. Upon termination of this Agency Appointment Agreement, Gas Processing Customer shall be responsible for making its own arrangements for capacity on White River for the transportation of its Residue Gas, and such gas shall no longer be nominated by the GSA for transportation under the transportation service agreement(s). In the event that this Agency Appointment Agreement is terminated any outstanding payments due by GSA for charges, cashouts

or penalties incurred by GSA on behalf of Gas Processing Customer as a result of GSA's responsibilities hereunder shall be due and payable by GSA directly to White River.

8. Indemnification. White River shall be entitled to rely on the GSA's actions undertaken for Gas Processing Customer's account with respect to the transportation service agreement(s). Gas Processing Customer agrees to indemnify, defend and hold harmless GSA from any and all liabilities, losses, damages, expenses, claims, actions and fines of whatever nature (including, but not limited to, attorneys' fees and court costs incurred by GSA from White River, whether related to the collection of any amounts due under the Agreement(s) or otherwise) resulting from White River's reliance on GSA, including, but not limited to, actions taken by White River pursuant to GSA's action or inaction under the transportation service agreement(s).

This Agency Appointment Agreement was executed this _____ day of _____ to become effective as of _____.

GAS PROCESSING CUSTOMER	GAS SERVICE ADMINISTRATOR
_____	_____
By: _____	By: _____
_____ Type or Print Name	_____ Type or Print Name
Title: _____	Title: _____
Date: _____	Date: _____

ELECTRONIC ACCESS AGREEMENT (MYQUORUM)

This Agreement is entered into this ___ day of _____, 20___, between White River Hub, LLC (White River), 650 South Main Street, Suite 300,, Salt Lake City, Utah 84101, and _____ (Shipper) a _____ with offices at _____. White River and Shipper may be referred to collectively as the Parties and singularly as a Party.

THE PARTIES AGREE AS FOLLOWS:

1. White River has developed proprietary computer software programs and their contents known as MyQuorum (MyQuorum) that facilitate interactive electronic contracting, capacity release, capacity allocation, nominations, confirmations, imbalance trading, billing, notifications, and reporting on White River's natural gas transmission pipeline system (Transmission System).

2. Shipper requests remote access to certain portions of MyQuorum and its contents in order to transact business on White River's Transmission System. By accessing MyQuorum, Shipper, including its employees and agents, agrees to be bound by all of the terms and conditions of this Agreement, including White River's Gas Tariff currently on file with the Federal Regulatory Energy Commission (Tariff), which is deemed incorporated into this Agreement by this reference. All access to and use of MyQuorum and its contents shall be governed by this Agreement, including White River's Tariff.

3. Subject to compliance with the terms and conditions of this Agreement, White River grants to Shipper, and Shipper accepts from White River, a limited, non-exclusive, non-transferable license, during the term of this Agreement, restricted to named users to access designated portions of MyQuorum and its contents solely for Shipper's own internal transportation and storage business transactions on White River's Transmission System. White River reserves the right to determine what portion of MyQuorum shall be made available to Shipper. Shipper's use of MyQuorum may be monitored and recorded. Unusual activity that may indicate a compromised computer or account may result in immediate account termination and further detailed investigation.

4. Shipper shall not sublicense, sell, transfer, publish, disclose, display, or otherwise make available any part of MyQuorum or its contents to any third party. Shipper shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or make derivative works arising out of, related to, or in connection with MyQuorum.

5. Shipper shall not delete, remove, modify, or obscure any copyright, trademark, trade name, or other proprietary notices displayed on MyQuorum, and shall not allow any third party to take any such action.

6. White River or its third-party licensors solely and exclusively own all right, title, and interest in and to MyQuorum and its contents, including all patents, copyrights, trade secrets, trademarks, and other intellectual property therein.

7. Shipper expressly acknowledges that by accessing MyQuorum it shall be made aware of proprietary and confidential property of White River, its affiliates, or its licensors, including without limitation customers, services, products, processes, operations, the location of pipeline facilities, present and contemplated activities, as well as logon, password, or other controlled access information (collectively Confidential Information). Shipper shall protect the Confidential Information with at least the same degree of care it uses to protect its own confidential information, but not less than a reasonable degree of care. Shipper shall use the Confidential Information only for the purposes stated in this Agreement. Shipper shall not disclose the Confidential Information to any third party, except on a confidential basis to its employees or agents whose access is required to carry out the purposes of this Agreement,

who have been advised of the confidential nature of the information, and who are each bound by an obligation of confidentiality, enforceable by Shipper, to protect the Confidential Information. The confidentiality obligations of this paragraph shall not apply to any information that is:

a. generally available to the public through no act of Shipper;
b. independently developed by Shipper without use of or reference to the Confidential Information;
c. lawfully received from a third party without breach of this Agreement; or
d. disclosed pursuant to law, judicial order, or government regulation, unless otherwise prohibited by law, so long as Shipper promptly notifies White River prior to disclosure to provide White River with time to take actions necessary to protect its interests.

This paragraph shall survive termination of this Agreement.

8. Shipper shall ensure that its employees and agents shall only use the logon, password, and other controlled access to which they have been assigned in connection with MyQuorum and its contents. Upon termination of any employee or agent, or their need for access to MyQuorum, Shipper shall immediately notify White River in writing and discontinue use of that logon and password.

9. Shipper shall immediately inform White River by telephone at the telephone numbers identified on its Website (www.whiteriverhub.com) if Shipper learns of any apparent breach of security, such as loss, theft, or unauthorized disclosure, use, or possession of the Confidential Information, including without limitation Shipper's logon, password, or other controlled access information. Shipper shall be fully responsible for any unauthorized disclosure of MyQuorum Confidential Information by its employees and agents. Shipper shall fully cooperate with White River in pursuing all remedies available to White River against unauthorized use.

10. Shipper may adjust the number of licensed users, delete licensed users, or designate other licensed users pursuant to a written Request for User Access to MyQuorum, in the form attached as Exhibit A, incorporated into this Agreement by reference, issued by Shipper and submitted to White River.

11. Once Shipper has executed and returned this Agreement, White River shall provide Shipper with logon, password, or other controlled access information. However, before Shipper shall be allowed to transact business on MyQuorum, Shipper must comply with White River's creditworthiness requirements set out in White River's Tariff. Shipper shall be fully responsible and liable for all transactions conducted on MyQuorum using Shipper's logon, password, or other controlled access information.

12. If Shipper desires to participate in imbalance trading procedures on MyQuorum, Shipper specifically consents to White River posting on MyQuorum the information regarding Shipper's imbalances outlined in White River's Tariff.

13. Subject to the restrictions on use and disclosure set forth in this Agreement, Shipper may print and make a reasonable number of copies of the contents on MyQuorum solely for Shipper's internal use in transacting business on MyQuorum. Shipper shall reproduce and include copyright, other proprietary right, or confidential notices on and in all copies. Upon termination of this Agreement, Shipper shall destroy all documents that it possesses containing any Confidential Information of White River in whatever medium those documents exist and shall not retain any copies of such documents.

14. Shipper shall be responsible for supplying all hardware and other equipment in order to access MyQuorum.

15. ACCESS TO AND USE OF MYQUORUM AND ITS CONTENTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY, OR INDEMNITY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, OR SYSTEM INTEGRATION. SUBJECT TO THE PROVISIONS OF SECTION 16, SHIPPER ASSUMES ALL RISK AS TO THE ACCURACY, COMPLETENESS, SECURITY, AVAILABILITY, QUALITY, AND PERFORMANCE OF MYQUORUM AND ITS CONTENTS, INCLUDING ALL LIABILITY ARISING FROM ACCESS TO MYQUORUM THROUGH SHIPPER. THIS PARAGRAPH WILL SURVIVE TERMINATION OF THIS AGREEMENT.

16. NEITHER WHITE RIVER NOR ANY OF ITS MEMBER COMPANIES, AFFILIATES, OR SUBSIDIARIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE LIABLE TO SHIPPER OR ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGES OF ANY KIND ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH SHIPPER'S USE, INABILITY TO USE, OR RELIANCE ON MYQUORUM OR ITS CONTENTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, EXCEPT THAT, SUBJECT TO SHIPPER'S OBLIGATION PURSUANT TO APPLICABLE LAW TO AVOID OR MITIGATE DAMAGES, WHITE RIVER MAY BE HELD LIABLE TO SHIPPER (A) FOR SHIPPER'S DIRECT DAMAGES FROM THE USE OF OR INABILITY TO USE MYQUORUM TO THE EXTENT SUCH DAMAGES ARE CAUSED BY THE NEGLIGENCE OF WHITE RIVER IN ITS OPERATION OF MYQUORUM OR (B) FOR SHIPPER'S DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM THE USE OF OR INABILITY TO USE MYQUORUM TO THE EXTENT SUCH DAMAGES ARE CAUSED BY WHITE RIVER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN ITS OPERATION OF MYQUORUM. WHITE RIVER WILL NOT BE LIABLE TO SHIPPER FOR INPUTS OR ACTIONS OF THIRD PARTIES. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

17. (a) This Agreement shall commence on the date first written above and remain in full force and effect until terminated:

(i) by either Party for its convenience upon one day's written notice to the other Party;
(ii) immediately by White River for Shipper's breach of this Agreement; or
(iii) by White River according to the procedures set forth in Section 2.6, Revocation of Access, of the General Terms and Conditions of Part 1 of White River's Tariff.

(b) Upon termination of this Agreement, Shipper shall immediately discontinue access to and all use of MyQuorum and its contents. Shipper shall also destroy any documents, in whatever medium those documents exist, that contain any Confidential Information of White River, including without limitation logon, password, or other controlled access information, and shall not retain any copies of such documents.

18. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

White River Hub, LLC
Attn: Commercial Services
650 South Main Street, Suite 300
Salt Lake City, UT 84101

_____
Attn: _____
_____
_____

19. This Agreement shall be governed by and construed in accordance with the laws of Utah,

excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction. In the event it becomes necessary for either Party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights.

20. The failure of a Party to require the performance of a term or obligation under this Agreement, or the waiver by a Party of any breach, shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach under this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom charged.

21. Shipper shall not, in whole or in part, assign its rights or delegate its obligations under this Agreement without the prior written consent of White River, and any attempt to do so without consent shall be void. This Agreement shall be binding upon and inure to the benefit of the Parties' permitted successors and assigns.

22. If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such provision. Each provision shall be deemed enforceable to the fullest extent available under applicable law.

23. This Agreement, together with expressly incorporated documents, contains the entire agreement between the Parties concerning the subject matter, and it replaces and supersedes any and all prior or contemporaneous, oral or written, agreements, understandings, communications, and representations between the Parties. Any terms or conditions contained in any confirmation, statement, or other ordering document that differ or vary the terms of this Agreement are null and void and shall have no effect between the Parties. This Agreement may not be amended except in writing signed by both Parties.

24. Each person signing this Agreement warrants that the person has full legal capacity, power, and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement effective as of the date first written above

_____	White River Hub, LLC
(Shipper)	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

REQUEST FOR USER ACCESS TO MYQUORUM

This Request for User Access to MyQuorum (User Agreement) is part of and subject to the Electronic Access Agreement (Agreement) between White River Hub, LLC (White River) and the entity identified in the signature block below (Shipper).

Pursuant to this User Agreement, Shipper requests White River to provide or terminate access for the employee(s) or agent(s) designated by Shipper below and for the portions specified below on White River's proprietary computer software programs and their contents known as MyQuorum in order to transact transportation and storage business on behalf of Shipper on White River's natural gas transmission pipeline system.

1. User Name: _____ _____ _____
FIRST and LAST NAME (Please print) Telephone E-mail

Check all that apply:

Request Type

___Add user
___Delete user
___Change user profile

Transaction Services Profile

___Contracting
___Capacity Release
___Nominations
Balancing
Imbalance Trade Administration
Confirmations
___Reporting/On-line Invoicing
___Critical Notices
___Non-Critical Notices

2. User Name: _____ _____ _____
FIRST and LAST NAME (Please print) Telephone E-mail

Check all that apply:

Request Type

___Add user
___Delete user
___Change user profile

Transaction Services Profile

___Contracting
___Capacity Release
___Nominations
Balancing
Imbalance Trade Administration
Confirmations
___Reporting/On-line Invoicing
___Critical Notices
___Non-Critical Notices
___Capacity Release

INTENDING TO BE LEGALLY BOUND, Shipper has caused this User Agreement to be executed by its authorized representative effective as of the date written below

Shipper: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Instructions:
Shipper may designate additional users and changes by completing additional forms.
If you have any questions, please contact White River at (801) 584-6034.
Submit the completed and signed User Agreement via email to mwpipe@williams.com.
This User Agreement is subject to acceptance by White River.

SHIPPER INQUIRY FORM

Shipper Inquiry Form

Name of inquirer

_____
_____
_____
_____
_____

Identification of contract under question

_____
_____
_____
_____

Designation of time period involved

_____
_____

Nature of inquiry or complaint

_____
_____
_____
_____
_____
_____
_____
_____

Signature_____
Title_____

Date and time received by White River:

_____

White River's Representative:

_____

Index

Tariff - First Revised Volume No. 1 - 8.0.0 - 11/4/2023
Table of Contents - Table of Contents - 3.0.0 - 8/18/2024
Preliminary Statement Tab - Preliminary Statement - 1.0.0 - 12/13/2010
Preliminary Statement - Preliminary Statement - 0.0.0 - 7/30/2010
System Map Tab - System Map - 1.0.0 - 12/13/2010
System Map - System Map - 4.0.0 - 10/7/2024
Statement of Rates Tab - Statement of Rates for Transportation of Natural Gas - 1.0.0 - 12/13/2010
Statement of Rates - Statement of Rates - 5.0.0 - 1/1/2019
Stmt of Negotiated Rates - Statement of Negotiated Rates - 0.0.0 - 12/2/2023
Non-Conforming TSAs - Non-Conforming Transportation Service Agreements - 5.0.0 - 4/1/2022
Rate Schedules - Rate Schedules - 0.0.0 - 7/30/2010
Rate Schedule FT - Rate Schedule FT - 1.0.0 - 10/1/2013
Rate Schedule IT - Rate Schedule IT - 1.0.0 - 10/1/2013
Rate Schedule RGS - Rate Schedule RGS - 1.0.0 - 10/1/2013
Gen. Terms and Conditions - General Terms and Conditions - 0.0.0 - 7/30/2010
Section 1 Tab - Definitions - 1.0.0 - 12/13/2010
Section 1 - Definitions - 6.0.0 - 10/1/2022
Section 2 Tab - Pipeline Internet Page and Customer Activites Web Site - 1.0.0 - 12/13/2010
Section 2.1 - Informational Postings and Customer Activities Web Site - 0.0.0 - 7/30/2010
Section 2.2 - Access - 0.0.0 - 7/30/2010
Section 2.3 - System Availability - 0.0.0 - 7/30/2010
Section 2.4 - Informational Postings - 2.0.0 - 4/1/2016
Section 2.5 - Access Agreement Request - 7.0.0 - 9/19/2025
Section 2.6 - Revocation of Access - 0.0.0 - 7/30/2010
Section 2.7 - Electronic Data Interchange - 1.0.0 - 9/19/2025
Section 2.8 - World Wide Web Page - 0.0.0 - 7/30/2010

Section 2.9 - Web Page Address - 0.0.0 - 7/30/2010
Section 2.10 - Communication Protocols - 0.0.0 - 7/30/2010
Section 3 Tab - Contracting Procedures - 1.0.0 - 12/13/2010
Section 3.1 - Procedures and Form of Agreement - 0.0.0 - 7/30/2010
Section 3.2 - Logon and Password - 0.0.0 - 7/30/2010
Section 3.3 - Changes to Shipper's Transportation Service - 0.0.0 - 7/30/2010
Section 4 Tab - Request For Interruptible Service - 1.0.0 - 12/13/2010
Section 4.1 - Request for Service - 0.0.0 - 7/30/2010
Section 4.2 - Award of Request for Interruptible Service - 0.0.0 - 7/30/2010
Section 4.3 - Information Update - 0.0.0 - 7/30/2010
Section 5 Tab - Acquiring Firm Service - 1.0.0 - 12/13/2010
Section 5.1 - Requests for Firm Service - 1.0.0 - 10/1/2022
Section 5.2 - Limitations on Firm Service - 1.0.0 - 10/1/2022
Section 5.3 - Requests for New Service on a First-Come/First-Served Basis - 1.0.0 - 10/1/2022
Section 5.4 - Requests for Service Through a Bid Process - 1.0.0 - 10/1/2022
Section 5.5 - Service through Prearrangement - 1.0.0 - 10/1/2022
Section 5.6 - Bidding Conditions - 2.0.1 - 8/17/2023
Section 5.7 - Requests for Service in an Open Season - 1.0.0 - 10/1/2022
Section 5.8 - Service Commencement Timeframes - 1.0.0 - 10/1/2022
Section 5.9 - Interim Capacity - 1.0.0 - 10/1/2022
Section 5.10 - Notice of Awarded Capacity - 1.0.0 - 10/1/2022
Section 5.11 - Accommodation for System Disruptions - 1.0.0 - 10/1/2022
Section 5.12 - Reserved - 1.0.0 - 10/1/2022
Section 6 Tab - Capacity Release and Assignment - 1.0.0 - 12/13/2010
Section 6.1 - General - 0.0.0 - 7/30/2010
Section 6.2 - Release of Capacity Under Rate Schedule RGS - 0.0.0 - 7/30/2010
Section 6.3 - Criteria for Evaluating Bids for Released Capacity - 1.0.0 - 11/1/2010
Section 6.4 - Qualification for Participation in the Capacity Rel. Program - 0.0.0 - 7/30/2010
Section 6.5 - Released Capacity - 0.0.0 - 7/30/2010
Section 6.6 - Notice By Shipper Electing to Release Capacity - 1.0.0 - 11/1/2010
Section 6.7 - Term of Capacity Release - 0.0.0 - 7/30/2010
Section 6.8 - Availability of Released Capacity - 0.0.0 - 7/30/2010
Section 6.9 - Exceptions to Bidding - 2.0.0 - 4/1/2016
Section 6.10 - Bidding Periods for Released Capacity - 5.0.0 - 4/1/2016

Section 6.11 - Awarding of Contingent Bids - 0.0.0 - 7/30/2010
Section 6.12 - Bids for Released Capacity - 0.0.0 - 7/30/2010
Section 6.13 - Awarding of Released Capacity - 1.0.0 - 11/29/2013
Section 6.14 - Permanent Release of Capacity - 0.0.0 - 7/30/2010
Section 6.15 - Notice of Awarded Capacity - 0.0.0 - 7/30/2010
Section 6.16 - Released Capacity Rates - 0.0.0 - 7/30/2010
Section 6.17 - Effective Date of Release and Acquisition - 0.0.0 - 7/30/2010
Section 6.18 - Request to Acquire Released Capacity - 4.0.0 - 5/1/2023
Section 6.19 - Active Marketing Fee - 0.0.0 - 7/30/2010
Section 6.20 - Nominations and Scheduling - 0.0.0 - 7/30/2010
Section 6.21 - Recall and Reput - 2.0.0 - 4/1/2016
Section 6.22 - Compliance by Replacement Shipper - 0.0.0 - 7/30/2010
Section 6.23 - Obligations of Releasing Shipper - 0.0.0 - 7/30/2010
Section 6.24 - Option to Withdraw Released Capacity - 1.0.0 - 11/29/2013
Section 7 Tab - Exercise of Right of First Refusal - 1.0.0 - 12/13/2010
Section 7.1 - Ownership of Right of First Refusal - 0.0.0 - 7/30/2010
Section 7.2 - Notice of Availability - 0.0.0 - 7/30/2010
Section 7.3 - Exercise of Right - 0.0.0 - 7/30/2010
Section 7.4 - Retention of Capacity - 0.0.0 - 7/30/2010
Section 7.5 - New Contract - 0.0.0 - 7/30/2010
Section 7.6 - Primary Points - 0.0.0 - 7/30/2010
Section 7.7 - Bidding Procedures - 0.0.0 - 7/30/2010
Section 7.8 - Discounted Rates - 0.0.0 - 7/30/2010
Section 7.9 - Reserved Capacity Rights - 0.0.1 - 8/17/2023
Section 8 Tab - Creditworthiness - 1.0.0 - 12/13/2010
Section 8.1 - Credit Appraisal - 0.0.0 - 7/30/2010
Section 8.2 - Deterioration of Credit - 0.0.0 - 7/30/2010
Section 8.3 - Consent to Assign - 0.0.0 - 7/30/2010
Section 9 Tab - Priority and Interruption of Transportation Service - 1.0.0 - 12/13/2010
Section 9.1 - Priority of Service - 0.0.0 - 7/30/2010
Section 9.2 - Interruption and Curtailment Procedures - 0.0.0 - 7/30/2010
Section 9.3 - Curtailment and Interruption Liability - 0.0.0 - 7/30/2010
Section 10 Tab - Use of Receipt and Delivery Points - 1.0.0 - 12/13/2010
Section 10.1 - Designation of Primary Receipt and Delivery Points - 0.0.0 - 7/30/2010

Section 10.2 - Adding & Deleting Points or Changing Cap at Primary Points - 2.0.0 - 10/1/2022
Section 10.3 - Flexible Use of Alternate Receipt and Delivery Points - 0.0.0 - 7/30/2010
Section 10.4 - Priority at Alternate Receipt and Delivery Points - 0.0.0 - 7/30/2010
Section 10.5 - Nominations & Rights of Shippers at Alternate Points - 0.0.0 - 7/30/2010
Section 10.6 - Right of Shippers to Re-nominate if Bumped - 0.0.0 - 7/30/2010
Section 10.7 - Availability of receipt and delivery point information - 0.0.0 - 7/30/2010
Section 10.8 - Inactive Meters/Facilities - 0.0.0 - 9/21/2011
Section 11 Tab - Operating Provisions for Transportation Services - 1.0.0 - 12/13/2010
Section 11.1 - Nomination and Scheduling of Gas Receipts and Deliveries - 3.0.0 - 4/1/2016
Section 11.2 - Intra-day Nomination Requirements - 0.0.0 - 7/30/2010
Section 11.3 - Unconfirmed Nominations - 3.0.0 - 8/1/2019
Section 11.4 - Ranking of Service - 0.0.0 - 7/30/2010
Section 11.5 - Nomination Standards and Requirements - 2.0.0 - 4/1/2016
Section 11.6 - Operating Information and Estimates - 0.0.0 - 7/30/2010
Section 11.7 - Operating Requirements - 0.0.0 - 7/30/2010
Section 11.8 - Limitations Upon White River's Transportation Obligations - 0.0.0 - 7/30/2010
Section 11.9 - Records of Scheduled Quantities - 0.0.0 - 7/30/2010
Section 11.10 - Arrangements Prior to Receipt and After Delivery - 0.0.0 - 7/30/2010
Section 11.11 - System Operation - 0.0.0 - 7/30/2010
Section 11.12 - Reservation Charge Credits - 0.0.0 - 7/30/2010
Section 12 Tab - Balancing of Transportation Quantities - 1.0.0 - 12/13/2010
Section 12.1 - General Provision - 0.0.0 - 7/30/2010
Section 12.2 - Daily Balancing - 0.0.0 - 7/30/2010
Section 12.3 - Monthly Balancing - 0.0.0 - 7/30/2010
Section 12.4 - Imbalance Trading - 0.0.0 - 7/30/2010
Section 12.5 - Imbalance Payback Option - 1.0.0 - 3/11/2013
Section 12.6 - Cashout - 0.0.0 - 7/30/2010

Section 12.7 - Credit of Penalty and Cashout Revenues - 0.0.0 - 7/30/2010
Section 12.8 - Balancing at Service Agreement Termination - 0.0.0 - 7/30/2010
Section 12.9 - Unauthorized Receipt or Delivery of Gas - 0.0.0 - 7/30/2010
Section 12.10 - Imbalances with the Other Parties - 0.0.0 - 7/30/2010
Section 12.11 - Third Party Imbalance Management - 0.0.0 - 7/30/2010
Section 12.12 - Maintenance of System Integrity - 1.0.0 - 11/29/2013
Section 12.13 - Notice Procedures of OFO Conditions - 0.0.0 - 7/30/2010
Section 12.14 - Lost-and-Unaccounted-For Gas Reimbursement and Tracking - 0.0.0 - 7/30/2010
Section 13 Tab - Quality of Gas - 1.0.0 - 12/13/2010
Section 13.1 - Specifications - 0.0.0 - 7/30/2010
Section 13.2 - Cricondentherm Hydrocarbon Dew Point (CHDP) - 0.0.0 - 7/30/2010
Section 13.3 - CHDP Operating Limit Posting Procedure - 0.0.0 - 7/30/2010
Section 13.4 - CHDP Calculation - 0.0.0 - 7/30/2010
Section 13.5 - Acceptance of Gas - 0.0.0 - 7/30/2010
Section 13.6 - Indemnity - 0.0.0 - 7/30/2010
Section 13.7 - Waiver - 0.0.0 - 7/30/2010
Section 13.8 - Scheduling - 0.0.0 - 7/30/2010
Section 14 Tab - Measurement - 1.0.0 - 12/13/2010
Section 14.1 - References - 0.0.0 - 7/30/2010
Section 14.2 - Use of Measurement - 0.0.0 - 7/30/2010
Section 14.3 - Unit of Measurement and Metering Base - 2.0.0 - 4/1/2016
Section 14.4 - Atmospheric Pressure - 0.0.0 - 7/30/2010
Section 14.5 - Flowing Temperature - 0.0.0 - 7/30/2010
Section 14.6 - Gross Heating Value and Specific Gravity - 0.0.0 - 7/30/2010
Section 14.7 - Supercompressibility - 0.0.0 - 7/30/2010
Section 14.8 - Measurement - 0.0.0 - 7/30/2010
Section 14.9 - New Measurement Techniques - 0.0.0 - 7/30/2010
Section 14.10 - Rights Concerning Measurement Equipment - 0.0.0 - 7/30/2010
Section 14.11 - Calibration and Test of Measurement Equipment - 0.0.0 - 7/30/2010
Section 14.12 - Correction of Measurement Errors - 0.0.0 - 7/30/2010
Section 14.13 - Failure of Measurement Equipment - 0.0.0 - 7/30/2010
Section 14.14 - Preservation of Records - 0.0.0 - 7/30/2010
Section 14.15 - Measurement Data Corrections - 2.0.0 - 4/1/2016
Section 14.16 - Cutoff - 1.0.0 - 11/29/2013
Section 15 Tab - Facilities - 1.0.0 - 12/13/2010

White River Hub, LLC
First Revised Volume No. 1
Tariff

Section 15 - Facilities - 0.0.0 - 7/30/2010
Section 16 Tab - Annual Charge Adjustment - 1.0.0 - 12/13/2010
Section 16.1 - Purpose - 0.0.0 - 7/30/2010
Section 16.2 - Basis of Annual Charge Adjustment - 1.0.0 - 10/1/2013
Section 16.3 - Accounting Procedure - 0.0.0 - 7/30/2010
Section 16.4 - Payment - 1.0.0 - 10/1/2013
Section 16.5 - Reserved for Future Use - 1.0.0 - 10/1/2013
Section 17 Tab - Billing and Payment - 1.0.0 - 12/13/2010
Section 17.1 - Billing Schedule - 1.0.0 - 11/29/2013
Section 17.2 - Billing For Released Capacity - 0.0.0 - 7/30/2010
Section 17.3 - Access to Billing Data - 0.0.0 - 7/30/2010
Section 17.4 - Payment - 1.0.0 - 11/29/2013
Section 17.5 - Late Payments - 0.0.0 - 7/30/2010
Section 17.6 - Contested Bills - 1.0.0 - 11/29/2013
Section 17.7 - Billing Errors - 0.0.0 - 7/30/2010
Section 17.8 - Prior-Period Adjustments - 2.0.0 - 4/1/2016
Section 17.9 - Recovery of Expenses - 0.0.0 - 7/30/2010
Section 18 Tab - Title and Claims Against Gas - 1.0.0 - 12/13/2010
Section 18 - Title and Claims Against Gas - 0.0.0 - 7/30/2010
Section 19 Tab - Liability - 1.0.0 - 12/13/2010
Section 19 - Liability - 0.0.0 - 7/30/2010
Section 20 Tab - Force Majeure - 1.0.0 - 12/13/2010
Section 20 - Force Majeure - 0.0.0 - 7/30/2010
Section 21 Tab - Assignment - 1.0.0 - 12/13/2010
Section 21 - Assignment - 0.0.0 - 7/30/2010
Section 22 Tab - Non-Waiver of Future Defaults - 1.0.0 - 12/13/2010
Section 22 - Non-Waiver of Future Defaults - 0.0.0 - 7/30/2010
Section 23 Tab - Standards of Conduct - 1.0.0 - 12/13/2010
Section 23.1 - General - 0.0.0 - 7/30/2010
Section 23.2 - Shared Personnel and Facilities - 0.0.0 - 7/30/2010
Section 23.3 - Complaint Procedure - 8.0.0 - 9/19/2025
Section 23.4 - Affiliated Gathering Company Standards - 0.0.0 - 7/30/2010
Section 24 Tab - Failure to Comply With Terms - 1.0.0 - 12/13/2010
Section 24 - Failure to Comply With Terms - 0.0.0 - 7/30/2010
Section 25 Tab - Discounting Policy - 1.0.0 - 12/13/2010
Section 25.1 - Discounts - 0.0.0 - 7/30/2010

Section 25.2 - Types of Discounts - 0.0.0 - 7/30/2010
Section 26 Tab - North American Energy Standards Board (NAESB) Standards - 1.0.0 - 12/13/2010
Section 26 - North American Energy Standards Board (NAESB) Standards - 7.1.0 - 8/1/2025
Section 27 Tab - Negotiated Rates - 1.0.0 - 12/13/2010
Section 27.1 - Applicability - 0.0.0 - 7/30/2010
Section 27.2 - Negotiated Rate - 0.0.0 - 7/30/2010
Section 27.3 - Conditions - 0.0.0 - 7/30/2010
Section 27.4 - Rate Case Treatment - 0.0.0 - 7/30/2010
Section 27.5 - Bidding for Firm Capacity - 0.0.0 - 7/30/2010
Section 27.6 - Agreements Subject to the Right of First Refusal - 0.0.0 - 7/30/2010
Section 27.7 - Capacity Release - 0.0.0 - 7/30/2010
Section 27.8 - Capacity Scheduling - 0.0.0 - 7/30/2010
Section 27.9 - Accounting for Costs and Revenues - 0.0.0 - 7/30/2010
Section 27.10 - Rate Case Tracking - 0.0.0 - 7/30/2010
Section 28 Tab - Off-System Services - 1.0.0 - 12/13/2010
Section 28 - Off-System Services - 0.0.0 - 7/30/2010
Section 29 Tab - Applicable Law - 1.0.0 - 12/13/2010
Section 29 - Applicable Law - 0.0.0 - 7/30/2010
Section 30 Tab - Capacity Reserved for Future Expansions - 0.0.1 - 8/17/2023
Section 30 - Capacity Reserved for Future Expansions - 0.0.1 - 8/17/2023
Section 31 Tab - Operational Purchases and Sales of Gas - 0.0.0 - 8/18/2024
Section 31 - Operational Purchases and Sales of Gas - 0.0.0 - 8/18/2024
Forms of Agreement - Forms of Agreement - 0.0.0 - 7/30/2010
Rate Schedule FT - Rate Schedule FT Form of Agreement - 1.0.0 - 9/23/2011
Rate Schedule IT - Rate Schedule IT Form of Agreement - 0.0.0 - 7/30/2010
Rate Schedule RGS - Rate Schedule RGS Form of Agreement - 1.0.0 - 9/23/2011
Rate Sch. RGS Exhibit A - Rate Schedule RGS Exhibit A Form of Agreement - 0.0.0 - 7/30/2010
Amendments to FT - Amendments to Rate Schedule FT Agreements - 1.0.0 - 9/23/2011
Amendments to IT - Amendments to Rate Schedule IT Agreements - 0.0.0 - 7/30/2010
Amendments to RGS - Amendments to Rate Schedule RGS Agreements - 0.0.0 - 7/30/2010

White River Hub, LLC
First Revised Volume No. 1
Tariff

Amend RS RGS Exhibit A - Amendments Rate Schedule RGS Exhibit A - 0.0.0 - 7/30/2010
Electronic Access Agmt - Electronic Access Agreement - 9.0.0 - 9/19/2025
Shipper Inquiry Form - Shipper Inquiry Form - 0.0.0 - 7/30/2010
Shipper Inquiry Form - Shipper Inquiry Form - 0.0.0 - 7/30/2010