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06-1142-GA-BIN

Rockies Express Pipeline LLC
REX-East Project

Docket No. CP07-_____

Volume 1
(Public Information)

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Public Utilities Commission of Ohio

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Federal Register Notice

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Rockies Express Pipeline LLC)

Docket No. _____

NOTICE OF APPLICATION

(April __, 2007)

Take notice that on April __, 2007, Rockies Express Pipeline LLC ("Rockies Express"), formerly known as Entrega Gas Pipeline LLC, whose mailing address is P.O. Box 281304, Lakewood, Colorado 80228-8304, filed an application at Docket No. _____ pursuant to Section 7(c) of the Natural Gas Act ("NGA"), and Part 157 of the Federal Energy Regulatory Commission's ("Commission") Regulations, requesting a certificate of public convenience and necessity authorizing the construction and operation of the proposed REX-East Project which includes new pipeline construction commencing from the terminus of the Commission authorized REX-West Project located at a planned interconnect with Panhandle Eastern Pipe Line Company in Audrain County, Missouri to a terminus near the Town of Clarington in Monroe County, Ohio. The application is on file with the Commission and open to public inspection. This filing is available for review at the Commission or may be viewed on the Commission's web site at <http://www.ferc.gov> using the "eLibrary" link under the tab "Documents & Filing." Enter the docket number excluding the last three digits in the docket number field to access the document. For assistance, please contact FERC Online Support at FERCOnlineSupport@ferc.gov or toll free at (866) 208-3676, or for TTY, contact (202) 502-8659.

The REX-East Project will comprise approximately 638 miles of 42-inch pipeline and compression totaling approximately 236,000 horsepower capable of transporting 1,800,000 Dth/day of natural gas from the Wamsutter Hub located in Sweetwater County, Wyoming eastward through the REX-East Project facilities. In addition, Rockies Express proposes to construct and operate twenty interconnecting meter stations located in the States of Missouri, Illinois, Indiana and Ohio. Twelve shippers have executed binding precedent agreements for firm capacity on the REX-East Project. The total estimated cost for the proposed project is \$2.2 billion.

Any questions regarding this application should be directed to Robert F. Harrington, Vice President of Regulatory, Rockies Express Pipeline LLC, P.O. Box 281304, Lakewood, Colorado 80228-8304, phone (303) 763-3258.

There are two ways to become involved in the Commission's review of this project. First, any person wishing to obtain legal status by becoming a party to the proceedings for this project should file with the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, D.C. 20426, a motion to intervene in accordance with the requirements of the Commission's Rules of Practice and Procedure (18 CFR 385.214 or 385.211) and the Regulations under the NGA (18 CFR 157.10). A person obtaining

party status will be placed on the service list maintained by the Secretary of the Commission and will receive copies of all documents filed by the applicant and by all other parties. A party must submit 14 copies of filings made with the Commission and must mail a copy to the applicant and to every other party in the proceeding. Only parties to the proceeding can ask for court review of Commission orders in the proceeding.

However, a person does not have to intervene in order to have comments considered. The second way to participate is by filing with the Secretary of the Commission, as soon as possible, an original and two copies of comments in support of or in opposition to this project. The Commission will consider these comments in determining the appropriate action to be taken, but the filing of a comment alone will not serve to make the filer a party to the proceeding. The Commission's rules require that persons filing comments in opposition to the project provide copies of their protests only to the party or parties directly involved in the protest.

Protests and interventions may be filed electronically via the Internet in lieu of paper; see, 18 CFR 385.2001(a)(1)(iii) and the instructions on the Commission's web site under the "e-Filing" link. The Commission strongly encourages electronic filings.

If the Commission decides to set the application for a formal hearing before an Administrative Law Judge, the Commission will issue another notice describing that process. At the end of the Commission's review process, a final Commission order approving or denying a certificate will be issued.

Comment Date:

Kimberly D. Bose
Secretary

Exhibit C

Rockies Express Pipeline LLC

Exhibit C

Company Officials

Rockies Express Pipeline LLC

Officers

As of April 19, 2007

<u>Name</u>	<u>Position(s)</u>
Rock Meyer*	President and Voting Manager
Joseph Listengart**	Vice President and Secretary
James Saunders**	Treasurer
Ryan O'Neal****	Vice President and Voting Manager
Marty Swartz*****	Non-Voting Manager
Alice Weekly**	Vice President
Robert F. Harrington*	Vice President
Mark Kissel*	Vice President
John Eagleton*	Vice President
Randy Holstlaw*	Vice President
David D. Kinder**	Vice President
Deborah Macdonald**	Vice President and Non-Voting Manager
Johnny McGee**	Vice President
Jordan Hunter**	Vice President
Dwayne Burton**	Vice President
Keith Sappenfield***	Vice President and Voting Manager
Larry Drader***	Vice President and Voting Manager
Scott Parker**	Vice President
Sheila R. Tweed**	Vice President and Assistant Secretary
Stanley B. Bell*****	Vice President and Voting Manager
Michael W. Brown*****	Vice President and Non-Voting Manager
William D. Alexander*****	Vice President and Non-Voting Manager
Stefan Evanoff*	Vice President
Reuben Rosen****	Assistant Secretary

Address for Officers:

*
370 Van Gordon Street
Lakewood, CO 80228-8304

**
One Allen Center
500 Dallas Street, Suite 1000
Houston, TX 77002

Republic Plaza
370 17th Street, Suite 1700
Denver, CO 80202

101 Ash Street
San Diego, CA 92101

600 North Dairy Ashford
Houston, TX 77252-2197

Exhibit D

Rockies Express Pipeline LLC

Exhibit D

Subsidiaries and Affiliation

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
Kinder Morgan, Inc. (Kansas)		
KN Cogeneration, Inc.	Kinder Morgan, Inc. (Kansas)	100
KMC Thermo, LLC	KN Cogeneration, Inc.	99
KN Thermo, LLC	KMC Thermo, LLC	100
KMC Thermo Holdings, LLC	KMC Thermo, LLC	100
Cogeneration LLC	KN Thermo, LLC	100
Thermo Cogeneration Partnership, L.P.	Cogeneration LLC	1 GP 49 LP
Cogeneration Holdings LLC	KN Thermo, LLC	50
Greenhouse Holdings LLC	Cogeneration Holdings LLC	50
Thermo Greeley, LLC	KN Thermo, LLC	100
Kinder Morgan (Delaware), Inc.	Kinder Morgan, Inc. (Kansas)	100
Kinder Morgan G.P., Inc.	Kinder Morgan (Delaware), Inc.	100
0731297 B.C. Ltd.	Kinder Morgan, Inc. (Kansas)	100
1197774 Alberta ULC	Kinder Morgan, Inc. (Kansas)	100
1197779 Alberta ULC	1197774 Alberta ULC	100
Kinder Morgan Finance Company, ULC	1197774 Alberta ULC	100
Valley Operating, Inc.	KN Cogeneration, Inc.	100
KN Telecommunications, Inc.	Kinder Morgan, Inc. (Kansas)	100
KN Thermo Acquisition, Inc.	Kinder Morgan, Inc. (Kansas)	100
Kinder Morgan Ft. Lupton Operator LLC	KN Thermo Acquisition, Inc.	100
Thermo Project Management, Inc.	KN Thermo Acquisition, Inc.	100
KN Natural Gas, Inc.	Kinder Morgan, Inc. (Kansas)	100
Interenergy Corporation	Kinder Morgan, Inc. (Kansas)	100
Wildhorse Energy, LLC	Interenergy Corporation	55
Kinder Morgan Power Company	Kinder Morgan, Inc. (Kansas)	100
FR Holdings, LLC	Kinder Morgan Power Company	100
Front Range Energy Associates, LLC	FR Holdings, LLC	50
Kinder Morgan Michigan, LLC	Kinder Morgan Power Company	100
Kinder Morgan Michigan Pipeline LLC	Kinder Morgan Michigan, LLC	100
Kinder Morgan Illinois, LLC	Kinder Morgan Power Company	100
Kinder Morgan Missouri, LLC	Kinder Morgan Power Company	100
Kinder Morgan Operator LLC	Kinder Morgan Power Company	100
Kinder Morgan Michigan Operator LLC	Kinder Morgan Operator LLC	100
Kinder Morgan Michigan Servicer LLC	Kinder Morgan Power Company	100
Kinder Morgan Michigan Contractor LLC	Kinder Morgan Power Company	100
Kinder Morgan Michigan Developer LLC	Kinder Morgan Power Company	100
Triton Power Company LLC	Kinder Morgan Power Company	100
Triton Power Michigan LLC	Triton Power Company LLC	100
KM Turbine Facility #6 LLC	Kinder Morgan Power Company	100
KN TransColorado, Inc.	Kinder Morgan, Inc. (Kansas)	100
Kinder Morgan TransColorado LLC	Kinder Morgan, Inc. (Kansas)	100
Kinder Morgan TransColorado, Inc.	Kinder Morgan TransColorado LLC	100
Kinder Morgan Illinois Pipeline LLC	Kinder Morgan, Inc. (Kansas)	100
Kinder Morgan Foundation	Kinder Morgan, Inc. (Kansas)	100
KM Insurance Ltd. (Bermuda)	Kinder Morgan, Inc. (Kansas)	100

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
KN Gas Gathering, Inc.	Kinder Morgan, Inc. (Kansas)	100
MidCon Corp.	Kinder Morgan, Inc. (Kansas)	100
Natural Gas Pipeline Company of America	MidCon Corp.	100
NGPL Canyon Compression Co.	Natural Gas Pipeline Company of America	100
Canyon Creek Compression Company	NGPL Canyon Compression Co.	70
Horizon Pipeline Company, LLC	Natural Gas Pipeline Company of America	50
KM Retail Utility Holdco LLC	Kinder Morgan, Inc. (Kansas)	100
KM International Services, Inc.	KN Energy International, Inc.	100
Kinder Morgan Energy Partners, L.P.		
Kinder Morgan, Inc. (Formerly KN Energy, Inc.)		
Kinder Morgan (Delaware), Inc.	Kinder Morgan, Inc. (Formerly KN Energy, Inc.)	100
Kinder Morgan G.P., Inc.	Kinder Morgan (Delaware), Inc.	100
Kinder Morgan Energy Partners, L.P.	Kinder Morgan G.P., Inc.	Common Units
		1 GP
Kinder Morgan Operating L.P. "A" 1/	Kinder Morgan Energy Partners, L.P.	100
Kinder Morgan Cameron Prairie Pipeline LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Midcontinent Express Pipeline LLC	Kinder Morgan Operating L.P. "A"	100
Tejas Gas, LLC	Kinder Morgan Operating L.P. "A"	100
Tejas Natural Gas, LLC	Tejas Gas, LLC	100
Kinder Morgan Tejas Pipeline GP LLC	Tejas Natural Gas, LLC	100
Tejas Energy Partner, LLC	Tejas Natural Gas, LLC	100
Kinder Morgan Tejas Pipeline, L.P.	Kinder Morgan Tejas Pipeline GP LLC	1 GP
	Tejas Energy Partner, LLC	99 LP
Kinder Morgan North Texas Pipeline, L.P.	Kinder Morgan Tejas Pipeline GP LLC	1 GP
	Tejas Energy Partner, LLC	99 LP
Kinder Morgan West Texas Pipeline, L.P.	Kinder Morgan Tejas Pipeline GP LLC	1 GP
	Tejas Energy Partner, LLC	99 LP
Kinder Morgan Border Pipeline, L.P.	Kinder Morgan Tejas Pipeline GP LLC	1 GP
	Tejas Energy Partner, LLC	99 LP
Kinder Morgan Pipeline Services of Mexico S. de R.L. de C.V.	Kinder Morgan Border Pipeline, L.P.	99.6
	Tejas Gas, LLC	0.4
Kinder Morgan Texas Pipeline, L.P.	Kinder Morgan Tejas Pipeline GP LLC	1 GP
	Tejas Energy Partner, LLC	99 LP
Kinder Morgan Texas Gas Services LLC	Kinder Morgan Texas Pipeline, L.P.	100
MidTex Gas Storage Company, LLP	Kinder Morgan Texas Pipeline, L.P.	49
	Kinder Morgan Tejas Pipeline, L.P.	51
Gulf Energy Marketing, LLC	Tejas Gas, LLC	100
Hydrocarbon Development, LLC	Tejas Gas, LLC	100
Stellman Transportation, LLC	Hydrocarbon Development, LLC	100
Tejas Gas Systems, LLC	Hydrocarbon Development, LLC	100
Tejas-Gulf, LLC	Hydrocarbon Development, LLC	100
Valley Gas Transmission, LLC	Hydrocarbon Development, LLC	100

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
Gulf Energy Gas, LLC	Hydrocarbon Development, LLC	100
Gulf Energy Gathering & Processing, LLC	Hydrocarbon Development, LLC	100
KM Upstream LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Louisiana Pipeline Holding LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Louisiana Pipeline LLC	Kinder Morgan Louisiana Pipeline Holding LLC	100
Kinder Morgan NatGas Operator LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan W2E Pipeline LLC	Kinder Morgan Operating L.P. "A"	100
West2East Pipeline LLC	Kinder Morgan W2E Pipeline LLC	66.66
Rockies Express Pipeline LLC	West2East Pipeline LLC	100
Kinder Morgan Canada Company	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Cochin LLC	Kinder Morgan Operating L.P. "A"	100
Cochin Pipeline Co.	Kinder Morgan Canada Company	49.76
		Canadian Interest
	Kinder Morgan Operating L.P. "A"	49.89
		U.S. Interest
Thunder Creek Gas Services, LLC	Kinder Morgan Operating L.P. "A"	25
Silver Canyon Pipeline LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V. 3/	Kinder Morgan Operating L.P. "A"	99.996
TransColorado LLC	Kinder Morgan Operating L.P. "A"	100
TransColorado Gas Transmission Company	Kinder Morgan Operating L.P. "A"	50
	TransColorado LLC	50
Plantation Pipe Line Company	Kinder Morgan Operating L.P. "A"	24
	Kinder Morgan Operating L.P. "D"	27 4/
Kinder Morgan Interstate Gas Transmission LLC	Kinder Morgan Operating L.P. "A"	100
Kinder Morgan Trailblazer, LLC	Kinder Morgan Operating L.P. "A"	100
CGT Trailblazer, LLC	Kinder Morgan Operating L.P. "A"	100
KM Trailblazer, LLC	Kinder Morgan Operating L.P. "A"	100
CIG Trailblazer Gas Company, LLC	Kinder Morgan Operating L.P. "A"	100
Trailblazer Pipeline Company	Kinder Morgan Trailblazer LLC	33.3
	CGT Trailblazer, LLC	33.3
	KM Trailblazer, LLC	33.3
Kinder Morgan Transmix Company, LLC	Kinder Morgan Operating L.P. "A"	100
Red Cedar Gathering Company	Kinder Morgan Operating L.P. "A"	49
Coyote Gas Treating Limited Liability Co.	Red Cedar Gathering Company	100
Heartland Pipeline Company	Kinder Morgan Operating L.P. "A"	50
Sonoran Pipeline LLC	Kinder Morgan Energy Partners, L.P.	50
Kinder Morgan Operating L.P. "B" 1/	Kinder Morgan Energy Partners, L.P.	100
Kinder Morgan Operating L.P. "C" 1/	Kinder Morgan Energy Partners, L.P.	100
Kinder Morgan Bulk Terminals, Inc.	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan River Terminals LLC	Kinder Morgan Bulk Terminals, Inc.	100
River Terminals Properties GP LLC	Kinder Morgan Bulk Terminals, Inc.	100
Kinder Morgan Arrow Terminals Holdings, Inc.	Kinder Morgan River Terminals LLC	100
Tajon Holdings, Inc.	Kinder Morgan Arrow Terminals Holdings, Inc.	100

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
Kinder Morgan Arrow Terminals, L.P.	Kinder Morgan River Terminals LLC	1 GP
Arrow Terminals B.V.	Tajon Holdings, Inc.	99 LP
Global American Terminals LLC	Tajon Holdings, Inc.	100
Arrow Terminals Canada B.V.	Kinder Morgan River Terminals LLC	100
Arrow Terminals Canada Company	Kinder Morgan River Terminals LLC	100
Mid-South Port Transportation, LLC	Arrow Terminals Canada B.V.	100
Kinder Morgan Amory LLC	Kinder Morgan River Terminals LLC	50
KM Decatur, Inc.	Kinder Morgan River Terminals LLC	100
River Terminals Properties, L.P.	Kinder Morgan River Terminals LLC	100
	Kinder Morgan River Terminals LLC	98 LP
	River Terminals Properties GP LLC	2 GP
Milwaukee Bulk Terminals, Inc.	Kinder Morgan Bulk Terminals, Inc.	100
Dakota Bulk Terminal, Inc.	Kinder Morgan Bulk Terminals, Inc.	100
Western Plant Services, Inc.	Kinder Morgan Bulk Terminals, Inc.	100
Globalplex Partners, Joint Venture	Kinder Morgan Bulk Terminals, Inc.	100
Portland Bulk Terminals, LLC	Kinder Morgan Bulk Terminals, Inc.	50
Port Arthur Bulk Terminal	Kinder Morgan Bulk Terminals, Inc.	10
RCI Holdings, Inc.	Kinder Morgan Bulk Terminals, Inc.	20
River Consulting, LLC	Kinder Morgan Bulk Terminals, Inc.	100
KMBT LLC	Kinder Morgan Bulk Terminals, Inc.	100
HBM Environmental, Inc.	Kinder Morgan Bulk Terminals, Inc.	100
Pinney Dock & Transport LLC	KMBT LLC	100
Delta Terminal Services LLC	KMBT LLC	100
Queen City Terminals, Inc.	KMBT LLC	100
General Stevedores GP, LLC	Delta Terminal Services LLC	100
General Stevedores Holdings LLC	Kinder Morgan Bulk Terminals, Inc.	100
Kinder Morgan General Stevedores, L.P.	Kinder Morgan Bulk Terminals, Inc.	100
	General Stevedores GP, LLC	1 GP
	General Stevedores Holdings LLC	99 LP
	General Stevedores GP, LLC	0.2 GP
	General Stevedores Holdings LLC	99.8 LP
Kinder Morgan Texas Terminals, L.P.	Kinder Morgan Bulk Terminals, Inc.	100
Paddy Ryan Crane, LLC	Kinder Morgan Bulk Terminals, Inc.	100
Frank L. Crane, LLC	Kinder Morgan Bulk Terminals, Inc.	100
Agnes B. Crane, LLC	Kinder Morgan Bulk Terminals, Inc.	100
Carbon Exchange LLC	Kinder Morgan Bulk Terminals, Inc.	100
Emory B. Crane, LLC	Kinder Morgan Bulk Terminals, Inc.	100
KM Crane LLC	Kinder Morgan Bulk Terminals, Inc.	100
International Marine Terminals	Kinder Morgan Bulk Terminals, Inc.	100
I.M.T. Land Corp.	Kinder Morgan Operating L.P. "C"	66.66
Kinder Morgan Liquids Terminals St.	International Marine Terminals	100
Gabriel LLC	Kinder Morgan Operating L.P. "C"	100
ICPT, LLC	Kinder Morgan Operating L.P. "C"	100
MJR Operating LLC	Kinder Morgan Operating L.P. "C"	100
SRT Vessels LLC	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan Petcoke GP LLC	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan Petcoke LP LLC	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan Petcoke L.P.	Kinder Morgan Petcoke GP LLC	1 GP
	Kinder Morgan Petcoke LP LLC	99 LP

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
Stevedore Holdings, L.P.	Kinder Morgan Petcoke GP LLC	1 GP
	Kinder Morgan Petcoke LP LLC	99 LP
Kinder Morgan Port Manatee Terminal LLC	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan Port Terminals USA LLC	Kinder Morgan Operating L.P. "C"	100
Kinder Morgan Port Sutton Terminal LLC	Kinder Morgan Operating L.P. "C"	100
Elizabeth River Terminals LLC	Kinder Morgan Port Terminals USA LLC	100
Nassau Terminals LLC	Kinder Morgan Port Terminals, USA LLC	100
Fernandina Marine Construction Management LLC	Nassau Terminals LLC	100
Kinder Morgan Operating L.P. "D" 1/	Kinder Morgan Energy Partners, L.P.	100
SFPP, L.P. 2/	Kinder Morgan Operating L.P. "D"	99.5 GP
Colton Processing Facility	SFPP, L.P.	50
	Kinder Morgan Operating L.P. "D"	50
Plantation Services LLC	Kinder Morgan Operating L.P. "D"	51
Kinder Morgan Liquids Terminals LLC	Kinder Morgan Operating L.P. "D"	100
KM Liquids Partners GP LLC	Kinder Morgan Operating L.P. "D"	100
KM Liquids Holdings LLC	Kinder Morgan Operating L.P. "D"	100
KM Liquids Terminals, L.P.	KM Liquids Partners GP LLC	1 GP
	KM Liquids Holdings LLC	99 LP
Kinder Morgan Tank Storage Terminals LLC	Kinder Morgan Liquids Terminals LLC	100
Central Florida Pipeline LLC	Kinder Morgan Liquids Terminals LLC	100
Kinder Morgan 2-Mile LLC	Kinder Morgan Liquids Terminals LLC	100
Southwest Florida Pipeline LLC	Kinder Morgan Liquids Terminals LLC	100
Rahway River Land LLC	Kinder Morgan Liquids Terminals LLC	100
Kinder Morgan Southeast Terminals LLC	Kinder Morgan Liquids Terminals LLC	100
Johnston County Terminal, LLC	Kinder Morgan Southeast Terminals LLC	50
Guilford County Terminal Company, LLC	Kinder Morgan Southeast Terminals LLC	75
Kinder Morgan Materials Services, LLC	Kinder Morgan Liquids Terminals LLC	100
Kinder Morgan Pipeline LLC	Kinder Morgan Operating L.P. "D"	100
Kinder Morgan Las Vegas LLC	Kinder Morgan Pipeline LLC	100
Cainev Pipe Line LLC	Kinder Morgan Pipeline LLC	100
Kinder Morgan Canada Terminals ULC	Kinder Morgan Operating L.P. "D"	100
Kinder Morgan CO2 Company, L.P. 1/	Kinder Morgan Energy Partners, L.P.	100
Cortez Pipeline Company	Kinder Morgan CO2 Company, L.P.	50
Cortez Capital Corporation	Cortez Pipeline Company	100
Kinder Morgan Carbon Dioxide Transportation Company	Kinder Morgan CO2 Company, L.P.	100
Pecos Carbon Dioxide Transportation Company	Kinder Morgan Carbon Dioxide Transportation Company	65
	Kinder Morgan CO2 Company, L.P.	4.27
Kinder Morgan Pecos, Inc.	Kinder Morgan CO2 Company, L.P.	100
KM Production Company GP LLC	Kinder Morgan CO2 Company, L.P.	100
KM Production Company LP LLC	Kinder Morgan CO2 Company, L.P.	100
Kinder Morgan Production Company LP	KM Production Company GP LLC	1 GP
	KM Production Company LP LLC	99 LP
KM Crude Oil Pipelines GP LLC	Kinder Morgan CO2 Company, L.P.	100

Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
KM Crude Oil Pipelines LP LLC	Kinder Morgan CO2 Company, L.P.	100
Kinder Morgan Crude Oil Pipelines, L.P.	KM Crude Oil Pipelines GP LLC	1 GP
	KM Crude Oil Pipelines LP LLC	99 LP
Kinder Morgan Wink Pipeline, L.P.	KM Crude Oil Pipelines GP LLC	1 GP
	Kinder Morgan Crude Oil Pipelines, L.P.	99 LP
Kinder Morgan Production Company LP	KM Production Company GP LLC	1 GP
	KM Production Company LP LLC	99 LP
Terasen Inc. & Subsidiaries		
0731297 B.C. Ltd.	Kinder Morgan, Inc. (Kansas)	100
Terasen Inc.	B.C. Ltd.	100
Inland Pacific Energy Services Ltd.	Terasen Inc.	100
Terasen International Inc.	Inland Pacific Energy Ltd.	100
Canadian Energy Services Ltd. LLC	Terasen International Inc.	35
Palmet-Engineering Contracting Trade Company Inc.	Terasen International Inc.	49
BC Gas International (Middle East) Inc.	Inland Pacific Energy Ltd.	100
BC Gas International Projects Ltd.	Inland Pacific Energy Ltd.	100
The BC Gas International Trust	BC Gas International Projects Ltd.	100
BC Gas International (BVI) Inc.	The BC Gas International Trust	100
BC Gas International (BVI-II) Inc.	The BC Gas International Trust	100
Lootah/BC Gas International LLC	BC Gas International (BVI) Inc.	19
Inland Pacific Resources Inc.	Terasen Inc.	100
Terasen Utility Services (U.S.) Inc.	Inland Pacific Resources Inc.	100
Fairbanks Sewer and Water, Inc.	Inland Pacific Resources Inc.	50
Measurement Solutions International LLC	Inland Pacific Resources Inc.	100
MSI Northeast LLC	Measurement Solutions International LLC	96
Terasen Gas (Vancouver Island) Inc.	Terasen Inc.	100
Terasen Gas (Whistler) Inc.	Terasen Inc.	100
Terasen Gas Inc.	Terasen Inc.	81.24
Terasen Gas (Squamish) Inc.	Terasen Gas Inc.	100
Inland Energy Corp.	Terasen Gas Inc.	100
Tax Co's and Trusts	Terasen Gas Inc.	100
Terasen Pipelines (Trans Mountain) Inc.	Terasen Inc.	100
Terasen Pipelines (Bison) Inc.	Terasen Inc.	100
Terasen Pipelines (Corridor) Inc.	Terasen Inc.	100
EXPRESS/PLATTE Entities	Terasen Inc.	100
Terasen Huntingdon Inc.	Terasen Inc.	100
Canada Inc. (formerly Homeworks Inc.)	Terasen Inc.	100
Homeworks Services Inc.	Terasen Inc.	25
Terasen Water & Utility Services Inc.	Terasen Inc.	100
Terasen Water Inc.	Terasen Water & Utility Services Inc.	100
Terasen Waterworks (Supply) Inc.	Terasen Inc.	100
Terasen Utility Services Inc.	Terasen Inc.	100
McPherson & Thom Ltd.	Terasen Utility Services Inc.	100

**Kinder Morgan, Inc.
Subsidiaries and Affiliation
(April 2007)**

<u>Entity Name</u>	<u>Owner</u>	<u>Percentage</u>
Aurora Pipe Relining Inc.	Terasen Utility Services Inc.	100
Terasen Multi-Utility Services Inc.	Terasen Utility Services Inc.	100
West Shore Environmental Services Inc.	Terasen Utility Services Inc.	100
TUS Customer Care Inc.	Terasen Utility Services Inc.	100
Thommark Utilities Corporation	Terasen Utility Services Inc.	100
Thommark Waste Management Corporation	Terasen Utility Services Inc.	100
CustomerWorks L.P.	Terasen Inc.	30.07
630319 B.C. Ltd.	Terasen Inc.	99.6
	CustomerWorks L.P.	0.1
TLUPS, Tax Cos and Trusts	Terasen Inc.	100
Holding & Inactive Companies	Terasen Inc.	100

1/ Kinder Morgan G.P., Inc. owns a 1.0101% general partner interest in these entities and Kinder Morgan Energy Partners, L.P. owns a 98.9899% limited partner interest in these entities.

2/ Santa Fe Pacific Pipelines, Inc. owns the remaining 0.5% interest in SFPP, L.P. as a special limited partnership interest.

3/ Kinder Morgan Transmix Company, LLC owns the remaining 0.004% interest in Kinder Morgan Gas Natural de Mexico, S. de R.L. de C.V.

4/ Kinder Morgan Operating L.P. "D" owns a 27% interest in Plantation Pipe Line Company.

Exhibit F

Rockies Express Pipeline LLC

Exhibit F

Location of Facilities



Rockies Express Pipeline - East Project

Prepared by: S4Devits
10 April 2007
Design Scale: none
File: REX East Certificate Map A-B v407d.mxd

Exhibit F

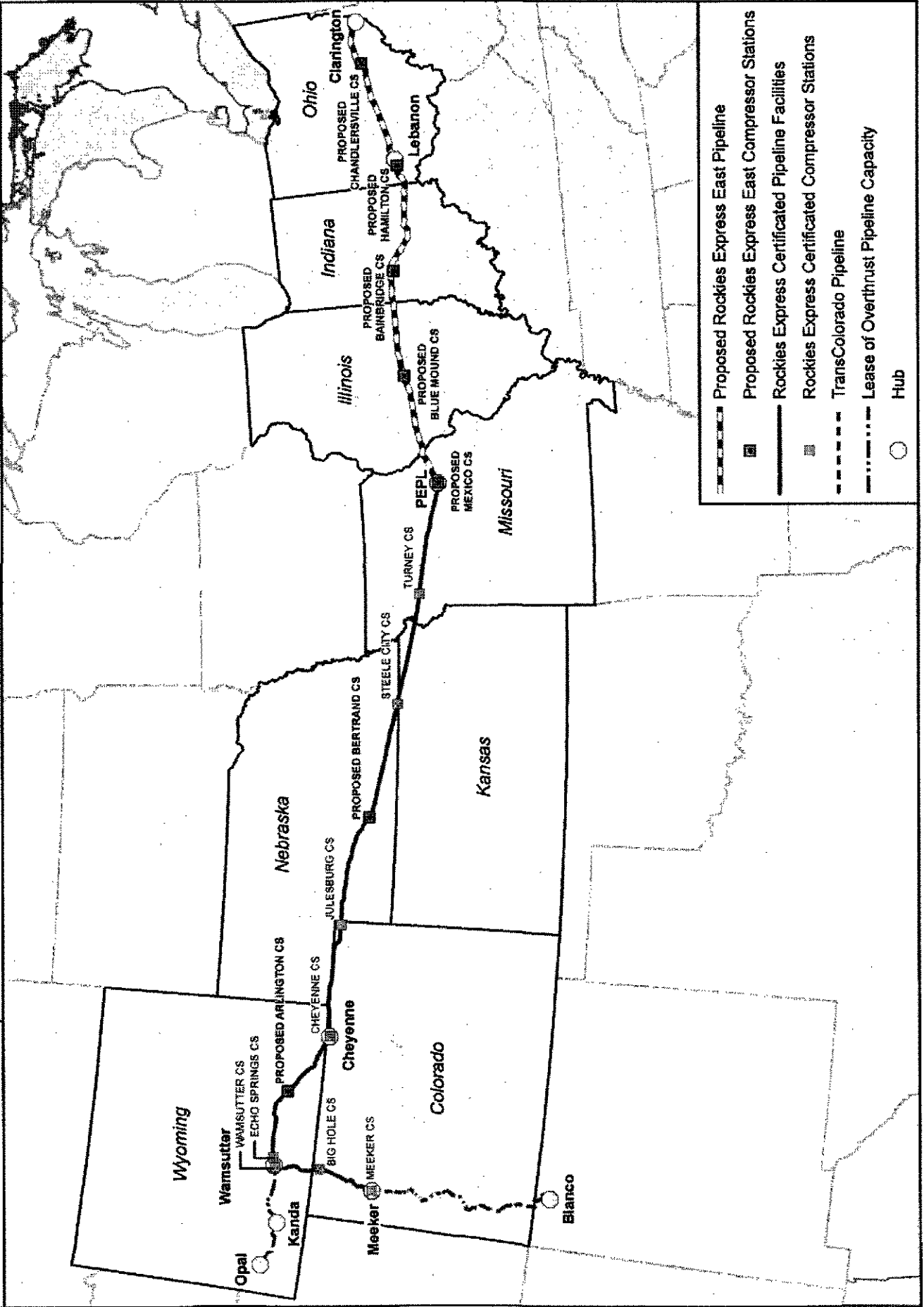


Exhibit J

Rockies Express Pipeline LLC

Exhibit J

Federal Authorization

Exhibit J

**Rockies Express Pipeline – East Project
Federal Authorizations Requiring Approval**

Agency	Authorization / Contact Name	Date Submitted/Anticipated Submission Date	Date Final Action is Expected	Status
FEDERAL				
Federal Energy Regulatory Commission	Certificate of Public Convenience and Necessity Laura Turner, Project Manager	April 30, 2007	February 2008	Pre-filing Request approved on June 13, 2006. Application submitted on April 30, 2007.
U.S. Department of Interior National Park Service	Wild and Scenic Rivers (WSR) Act Section 7 (a) Determination Sue Jennings, Wild and Scenic Rivers Coordinator	May 2007	August 2007	Consultations Initiated July 2008.
U.S. Fish and Wildlife Service (FWS)	Endangered Species Act, Section 7 Consultation Heidi Kuska	May 2007	December 2007	Consultations initiated July 2006.
Missouri – Columbia Field Office				
Illinois – Marion Field Office	Joyce Collins	May 2007	December 2007	Consultations initiated July 2008.
Indiana – Bloomington Field Office	Forrest Clark	May 2007	December 2007	Consultations initiated July 2006.
Ohio – Reynoldsburg Field Office	Angela Zimmerman	May 2007	December 2007	Consultations initiated July 2006.
Nebraska – Grand Island Field Office	John Cochran	February 2007	April 2008	Consultations were initiated as part of the REX-West Project (FERC Docket No CP06-354-000). It is anticipated that no species will be adversely affected assuming compliance with the conditions included as part of its FERC certificate and outlined in the final EIS. If necessary, Rockies Express will refresh any FWS consultation greater than 1 year to determine the project's effects on special status species based on its current schedule.
Wyoming – Cheyenne Field Office	Brian Kelly	January 2005	January 10, 2006	Formal consultation with the FWS was completed for the Entrega Pipeline Project (now referred to as the REX-Entrega Project) in a letter dated January 10, 2006. This letter also served as a biological opinion. If necessary, Rockies Express will refresh any FWS consultation greater than 1 year to determine the project's effects on special status species based on its current schedule.
U.S. Army Corps of Engineers (COE)	Clean Water Act (CWA), Section 404, Dredge and Fill Permit Section 10 Navigable Waterways and			

Exhibit J

**Rockies Express Pipeline - East Project
Federal Authorizations Requiring Approval**

Agency	Authorization / Contact Name	Date Submitted/Anticipated Submission Date	Date Final Action is Expected	Status
St. Louis District (Missouri and Illinois)	Robert Gramke	August 2007	February 2008	COE will issue its permit within 45 to 60 days of receipt of a complete application. However, this permit issuance is contingent on receipt of the Section 401 Water Quality Certificate, which can take up to 180 days.
Rock Island District (Missouri and Illinois)	Jeff Sniadach and Gene Walsh	August 2007	February 2008	COE will issue its permit within 45 to 60 days of receipt of a complete application. However, this permit issuance is contingent on receipt of the Section 401 Water Quality Certificate, which can take up to 180 days.
Louisville District (Illinois and Indiana)	Max Hagen	September 2007	February 2008	COE will issue its permit within 45 to 60 days of receipt of a complete application. However, this permit issuance is contingent on receipt of the Section 401 Water Quality Certificate, which can take up to 120 days.
Huntington District (Ohio) ¹	Lee Pittman	August 2007	February 2008	COE will issue its permit within 45 to 60 days of receipt of a complete application. However, this permit issuance is contingent on receipt of the Section 401 Water Quality Certificate, which can take up to 180 days.

STATE-DELEGATED FEDERAL AUTHORIZATION

National Historic Preservation Act, Advisory Council	Section 106 Consultation			
Missouri State Historic Preservation Office (SHPO)	Judith Deel	June 2006	February 2008	Consultations initiated in June 2006 and are on-going
Illinois SHPO	David Halpin	June 2006	February 2008	Consultations initiated in June 2006 and are on-going
Indiana SHPO	Cathy Draeger	June 2006	February 2008	Consultations initiated in June 2006 and are on-going
Ohio SHPO	David Snyder	June 2006	February 2008	Consultations initiated in June 2006 and are on-going
Nebraska SHPO	Terry Steinacher	June 2005	June 6, 2006	Under FERC Docket No. CP04-413-000, the Nebraska SHPO concurred on the recommendation that no sites eligible for listing on the National Register for Historic Places would be affected by the project.

¹ Approximately 14 miles of the project is located within the Pittsburgh District; however, the Huntington District will include this segment in its permitting.

Exhibit J

**Rockies Express Pipeline – East Project
Federal Authorizations Requiring Approval**

Agency	Authorization / Contact Name	Date Submitted/Anticipated Submission Date	Date Final Action is Expected	Status
Wyoming SHPO	Claudia Nissley	August 2004	August 9, 2005	Under FERC Docket No. CP06-354-000, the Wyoming SHPO concurred on the recommendation that no sites eligible for listing on the National Register for Historic Places would be affected by the project.
Clean Water Act	Section 401, CWA, Water Quality Certification			
Department of Natural Resources (MODNR)	Robert Stout	August 2007	February 2008	This permit issuance can take up to 180 days.
Illinois Environmental Protection Agency (IEPA)	Daniel Heacock	August 2007	February 2008	This permit issuance can take up to 180 days.
Indiana Department of Environmental Management (INDEM)	Jason Randolph	September 2007	February 2008	This permit issuance can take up to 120 days.
Ohio Environmental Protection Agency (OHEPA)	Mindy Bankey	August 2007	February 2008	This permit issuance can take up to 180 days.
	Section 402, CWA, National Pollutant Discharge Elimination System – Discharge of Hydrostatic Test Water			
MODNR	Robert Stout	September 2007	December 2007	Consultations initiated in July 2006 and are ongoing
ILEPA	Blaine Kinsley	September 2007	December 2007	Consultations initiated in July 2006 and are ongoing
INDEM	Beth Tallon	September 2007	December 2007	Consultations initiated in July 2006 and are ongoing
OHEPA	Paul Novek	September 2007	December 2007	Consultations initiated in July 2006 and are ongoing
Clean Air Act	Construction and Operating Air Permits – Compressor Stations			
MODNR	James Kavanaugh	June 2007	September 2007	Based on the current equipment and operating information, the facilities do not require a Federal Prevention of Significant Deterioration (PSD) or Nonattainment New Source Review (NNSR) air construction permit. Therefore, the state agency through general communication with the staff has indicated the review time will be in the 4 to 6 months review time.
ILEPA	Don Sutton	June 2007	September 2007	
INDEM	Jed Watkins	June 2007	September 2007	
OHEPA	Paul Brown	June 2007	September 2007	
Nebraska Department of Environmental Quality	Jennifer Clerc-Fill	October 2007	April 2008	
Wyoming Department of Environmental Quality	Jessica Pickard	June 2007	September 2007	

Exhibit K

Rockies Express Pipeline LLC

Exhibit K

Cost of Facilities

Rockies Express Pipeline LLC
 REX-East Project
 Exhibit K

Summary of Total Estimated Project Costs

<u>Description</u>	<u>Total</u>	<u>Estimated Costs</u>
ROW - Land		\$89,103,323
ROW - Damages		\$13,706,660
Survey		\$10,597,200
Materials		\$862,003,885
Labor		\$791,329,085
Engineering & Inspection		\$52,388,860
Environmental		\$29,570,831
Line Pack / Gas Lost		\$26,824,630
Contingencies		\$172,641,799
Overheads		\$19,702,241
Legal and Other Services		\$7,312,368
AFUDC		\$97,772,748
Total Estimated Project Costs		\$2,172,953,630
Total Estimated Costs to be allocated to Zone 1 and for which rolled in rate treatment is requested.		\$38,104,316
Total Estimated Costs to be allocated to Zone 2 and for which rolled in rate treatment is requested.		\$52,773,478
Total Estimated Costs to be allocated to Zone 3 and for which rolled in rate treatment is requested.		\$2,082,075,836

Rockies Express Pipeline LLC
REX-East Project
Exhibit K

Summary of Estimated Costs for Approximately 638 Miles of 42" Mainline Pipeline Broken Out by State
(all costs are contained in Zone 3)

<u>Description</u>	<u>43 Miles</u> (MO)	<u>195 Miles</u> (IL)	<u>166 Miles</u> (IN)	<u>234 Miles</u> (OH)	<u>Total</u> <u>638 Miles</u>
ROW - Land	\$5,842,165	\$26,432,068	\$22,284,267	\$31,555,823	\$86,114,323
ROW - Damages	\$929,887	\$4,207,144	\$3,546,946	\$5,022,883	\$13,706,660
Survey	\$698,243	\$3,159,104	\$2,663,368	\$3,771,485	\$10,292,200
Materials	\$44,939,832	\$203,324,066	\$171,417,828	\$242,737,654	\$662,419,380
Labor	\$47,981,429	\$217,085,352	\$183,019,651	\$259,166,513	\$707,252,945
Engineering & Inspection	\$2,980,899	\$13,486,664	\$11,370,295	\$16,101,002	\$43,938,860
Environmental	\$1,987,487	\$8,992,109	\$7,581,040	\$10,735,195	\$29,295,831
Line Pack / Gas Lost	\$1,794,734	\$8,120,027	\$6,845,807	\$9,694,062	\$26,454,630
Contingencies	\$9,734,195	\$44,041,021	\$37,129,969	\$52,578,204	\$143,483,389
Overheads	\$1,122,777	\$5,079,848	\$4,282,702	\$6,064,557	\$16,549,884
Legal and Other Services	\$483,491	\$2,187,490	\$1,844,222	\$2,611,526	\$7,126,729
AFUDC	\$5,158,000	\$23,336,659	\$19,674,598	\$27,860,380	\$76,029,637
Total Estimated Costs	\$123,653,139	\$559,451,552	\$471,660,693	\$667,899,084	\$1,822,664,468

Rockies Express Pipeline LLC
 REX-East Project
 Exhibit K

Summary of Estimated Mainline Pipeline Compression Costs

<u>Description</u>	<u>Zone 1 Costs</u>		<u>Zone 2 Costs</u>		<u>Zone 3 Costs</u>				<u>Total</u>
	<u>Arlington</u> (WY)		<u>Bertrand</u> (NE)	<u>Mexico</u> (MO)	<u>Blue Mound</u> (IL)	<u>Bainbridge</u> (IN)	<u>Hamilton</u> (OH)	<u>Chandlersville</u> (OH)	
ROW - Land	\$165,000		\$121,000	\$128,000	\$150,000	\$150,000	\$150,000	\$125,000	\$989,000
ROW - Damages	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
Survey	\$15,000		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$105,000
Materials	\$22,487,701		\$30,250,084	\$20,684,299	\$30,250,084	\$20,684,299	\$18,288,317	\$22,487,701	\$165,132,505
Labor	\$8,417,933		\$13,135,395	\$7,847,605	\$13,161,470	\$7,822,064	\$14,718,740	\$8,512,933	\$73,616,140
Engineering & Inspection	\$1,005,000		\$1,000,000	\$1,005,000	\$1,000,000	\$1,005,000	\$1,135,000	\$1,000,000	\$7,150,000
Environmental	\$25,000		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$175,000
Line Pack / Gas Lost	\$10,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$70,000
Contingencies	\$3,037,563		\$4,528,430	\$2,969,136	\$4,463,656	\$2,969,136	\$3,271,726	\$3,037,563	\$24,277,210
Overheads	\$333,401		\$461,751	\$317,576	\$461,699	\$308,505	\$347,655	\$332,704	\$2,561,291
Legal and Other Services	\$65,000		\$25,000	\$20,639	\$25,000	\$10,000	\$25,000	\$15,000	\$185,639
AFUDC	\$2,542,718		\$3,201,808	\$3,273,505	\$3,205,611	\$2,033,406	\$1,746,981	\$2,463,797	\$18,467,826
Total Estimated Costs	\$38,104,316		\$52,773,478	\$36,295,760	\$52,767,530	\$35,030,410	\$39,733,419	\$38,024,698	\$292,729,611

Rockies Express Pipeline LLC
 REX-East Project
 Exhibit K

Summary of Estimated Delivery Interconnect Costs Broken Out by State
 (all costs are contained in Zone 3)

<u>Description</u>	<u>4-Interconnects</u> (IL)	<u>4-Interconnects</u> (IN)	<u>12-Interconnects</u> (OH)	<u>Total</u>
ROW - Land	\$400,000	\$400,000	\$1,200,000	\$2,000,000
ROW - Damages	\$0	\$0	\$0	\$0
Survey	\$40,000	\$40,000	\$120,000	\$200,000
Materials	\$6,890,400	\$6,890,400	\$20,671,200	\$34,452,000
Labor	\$2,092,000	\$2,092,000	\$6,276,000	\$10,460,000
Engineering & Inspection	\$260,000	\$260,000	\$780,000	\$1,300,000
Environmental	\$20,000	\$20,000	\$60,000	\$100,000
Line Pack / Gas Lost	\$60,000	\$60,000	\$180,000	\$300,000
Contingencies	\$976,240	\$976,240	\$2,928,720	\$4,881,200
Overheads	\$118,213	\$118,213	\$354,640	\$591,066
Legal and Other Services	\$0	\$0	\$0	\$0
AFUDC	\$655,057	\$655,057	\$1,965,171	\$3,275,285
Total Estimated Costs	\$11,511,910	\$11,511,910	\$34,535,731	\$57,559,551

Exhibit L

Rockies Express Pipeline LLC

Exhibit L

Financing

**Rockies Express Pipeline LLC
REX-East Project
Financing
Exhibit L**

Preliminary Statement

Rockies Express Pipeline LLC ("REX" or the "Company") is a Delaware Limited Liability Company that is wholly owned by West2East Pipeline LLC ("West2East"). West2East is owned 51% by a subsidiary of Kinder Morgan Energy Partners, L.P. (which will become 50% when construction of the entire project is completed), 25% by a subsidiary of Sempra Energy and 24% by a subsidiary of ConocoPhillips (which will become 25% after the entire project is completed). REX is managed by a Board of Managers that includes Managers of West2East and Alenco Pipelines, Inc.

The principal business of REX is the transportation of natural gas in interstate commerce for shippers that contract for service on its pipeline facilities. REX is a natural gas company engaged in the transportation of natural gas in interstate commerce and is subject to the Federal Energy Regulatory Commission's jurisdiction under the Natural Gas Act.

Financing Plan

Construction (Interim) Debt

Project construction financing will initially be entirely financed with short-term debt borrowings in the form of commercial paper that the Company negotiated, guaranteed by West2East partners. Based on the short-term debt credit ratings of the partners and current market conditions, the short-term debt borrowings have an interest rate of approximately 6.10%.

Long-term Debt

It is anticipated that as construction is completed and brought into commercial service, the Company will seek to refinance respective short-term debt borrowings with long-term debt raised in the capital markets (private and/or public bond offerings) and with equity from West2East partners. Based on current market conditions, it is estimated that the long-term debt will bear interest at a rate of 6.75%. It is expected that the long-term financing of the Company will be unsecured and non-recourse to West2East partners. It is expected that the long-term capitalization of the Company will be approximately 45% debt and 55% equity.

Equity Financing

It is anticipated that as construction is completed and brought into commercial service, the Company will seek to refinance/replace short-term construction borrowing

with long-term debt and equity contributions. The long-term debt (45% of the capital structure) will be raised in the capital markets by way of private and/or public bond offerings. The equity position (55% of the capital structure) will come from the participating partners in the project. The proposed recourse rates assume a 13% rate of return on equity.

Rockies Express Pipeline LLC
Proposed Financing Profile (\$000)

Project construction will be financed with short-term debt borrowings.

It is anticipated that as construction is completed and brought into commercial service, the Company will refinance short-term debt borrowings with long-term debt raised in capital markets and with equity from the Partners.

It is expected that the long-term capitalization of the Company will be 45% debt and 55% equity.

Line No.	Description (a)	Amount (b)
1	Total Funds Required	\$2,172,954
2	Debt Financing during construction	\$2,172,954
3	Date Financing in Place	May 2006
4	Interest Rate During Construction	6.10%
5	Interest Rate During Operation	6.75%

Debt Repayment Schedule

Line No.	Op. Year (a)	Beginning of Year Principal Balance (b)	Annual Principal Payment (c)	Annual Interest Payment (d)	End of Year Principal Balance (e)
6	1	\$2,172,954	\$1,231,233	\$63,566	\$941,721
7	2	941,721	53,257	59,971	888,464
8	3	888,464	49,637	56,621	838,827

Calculation of Pre-Tax Return

Line No.	Particulars (a)	% (b)	Cost (c)	Weighted (d)
9	Debt	45.00%	6.75%	3.04%
10	Equity	55.00%	13.00%	7.15%
11	Total Return			10.19%
12	Total Income Tax Allowance		38.99%	4.57%
13	Total Pre-Tax Return			14.76%

Rockies Express Pipeline LLC
Pro Forma Statement of Cash Flows (\$000)
First Three Years of Operation

Line No.	Description	Construction Amount	First Year Amount	Second Year Amount	Third Year Amount
	(a)	(b)	(c)	(d)	(e)
1	Beginning Cash Balance	\$0	\$0	\$0	\$0
	<u>Funds Provided</u>				
2	Net Income	\$0	\$53,256	\$55,724	\$57,955
3	Depreciation	0	62,118	62,118	62,118
4	Deferred Taxes	0	18,123	56,231	48,186
5	Debt Financing	2,172,954	0	0	0
6	Partner's Equity Contribution	0	0	0	0
7	Total Funds Provided	<u>\$2,172,954</u>	<u>\$133,497</u>	<u>\$174,073</u>	<u>\$168,259</u>
	<u>Funds Applied</u>				
8	Debt Repayment	\$0	\$1,231,233	\$53,257	\$49,637
9	Capital Expenditures	2,172,954	0	0	0
10	Materials and Supplies	0	0	0	0
11	Total Funds Applied Before Dividends	<u>\$2,172,954</u>	<u>\$1,231,233</u>	<u>\$53,257</u>	<u>\$49,637</u>
12	(Contribution) Distribution to Partners	0	(1,097,736)	120,816	118,622
13	Total Funds Applied	<u>\$2,172,954</u>	<u>\$133,497</u>	<u>\$174,073</u>	<u>\$168,259</u>
14	Ending Cash Balance	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Rockies Express Pipeline LLC
Pro Forma Statement of Income and Expenses (\$000)
First Three Years of Operation

Line No.	Description	First Year Amount	Second Year Amount	Third Year Amount
	(a)	(b)	(c)	(d)
1	Operating Revenue	\$265,250	\$265,250	\$265,250
	<u>Operating Expenses/Ad Valorem Taxes</u>			
2	Operation and Maintenance Expense	\$13,662	\$14,071	\$14,493
3	Lease Expense	0	0	0
4	Depreciation Expense	62,118	62,118	62,118
5	Ad Valorem Taxes	38,611	37,752	37,024
6	Amorization of Debt Expense	0	0	0
7	Total Operating Expenses/Ad Valorem Taxes	\$114,391	\$113,941	\$113,635
8	Operating Income Before Interest Charges	\$150,859	\$151,309	\$151,615
9	Interest Expense	63,566	59,971	56,621
10	Income Before Income Taxes	\$87,293	\$91,338	\$94,994
11	Provision for Income Taxes	34,037	35,614	37,039
12	Net Income	\$53,256	\$55,724	\$57,955
	<u>Income Tax Provision Calculation:</u>			
13	Income Before Income Taxes	\$87,293	\$91,338	\$94,994
14	State Income Tax Rate	6.14%	6.14%	6.14%
15	State Income Taxes	\$5,360	\$5,608	\$5,833
16	Adjusted Income Before Income Taxes	\$87,293	\$91,338	\$94,994
17	Less: State Income Taxes	5,360	5,608	5,833
18	Adjusted Income Before Federal Income Taxes	\$81,933	\$85,730	\$89,161
19	Federal Income Tax Rate	35.00%	35.00%	35.00%
20	Federal Income Taxes	\$28,677	\$30,006	\$31,206
21	Total Income Taxes	\$34,037	\$35,614	\$37,039
22	Composite Tax Rate	38.99%	38.99%	38.99%
23	Tax Depreciation Rate	5.00%	9.50%	8.55%
24	Accelerated Depreciation	\$108,598	\$206,337	\$185,703
25	Deferred Taxes	\$18,123	\$56,231	\$48,186

Rockies Express Pipeline LLC
Pro Forma Balance Sheet (End of Year) (\$000)
First Three Years of Operation

Line No.	Description	Construction Amount	First Year Amount	Second Year Amount	Third Year Amount
	(a)	(b)	(c)	(d)	(e)
<u>Assets and Other Debits</u>					
1	Gross Plant	\$0	\$2,172,954	\$2,172,954	\$2,172,954
2	Construction Work in Progress	\$2,172,954	0	0	0
3	Less: Accumulated Depreciation	0	62,118	124,236	186,354
4	Net Gas Plant	2,172,954	2,110,836	2,048,718	1,986,600
5	Cash / Temporary Investments	0	0	0	0
6	Materials and Supplies	0	0	0	0
7	Total Assets and Other Debits	\$2,172,954	\$2,110,836	\$2,048,718	\$1,986,600
<u>Long-Term Liabilities and Equity</u>					
8	Long-Term Debt	\$2,172,954	\$941,721	\$888,464	\$838,827
9	Deferred Income Taxes	0	18,123	74,354	122,540
10	Unamortized Debt Expense	0	0	0	0
11	Partner's Equity	(0)	1,150,992	1,085,900	1,025,233
12	Total Long-Term Liabilities and Equity	\$2,172,954	\$2,110,836	\$2,048,718	\$1,986,600
13	Total Liabilities and Equity	\$2,172,954	\$2,110,836	\$2,048,718	\$1,986,600
14	Debt (including short term) /Equity Ratio	100.00%	45.00%	45.00%	45.00%
<u>Partners Equity Reconciliation</u>					
15	Beginning Partner Equity	0	(0)	1,150,992	1,085,900
16	Contribution	(0)	0	0	0
17	Net Income	0	53,256	55,724	57,955
18	(Distribution) Contribution	0	1,097,736	(120,816)	(118,622)
19	Ending Partner Equity	\$0	\$1,150,992	\$1,085,900	\$1,025,233
20	Beginning Rate Base	0	2,172,954	2,092,713	1,974,364
21	Ending Rate Base	2,172,954	2,092,713	1,974,364	1,864,060

Exhibit N

Rockies Express Pipeline LLC

Exhibit N

Revenues-Expenses-Income

Exhibit N

Recovery of Costs

Exhibit N presents the projected cost of service for the 638 mile pipeline and compression facilities requested for approval herein as part of the REX-East Project. The REX-East Project includes a new proposed Zone 3, a new compressor station to be added in Zone 1, the Arlington Compressor Station, and a new compressor station to be added in Zone 2, the Bertrand Compressor Station. In developing the cost of service for Zone 3 and the costs associated with the Arlington and Bertrand compressor stations, Rockies Express has utilized the same depreciation and rate of return factors the Commission approved for the REX-West Project.

As derived and more fully explained in Exhibit P, Rockies Express seeks to establish recourse rates in a new Zone 3 for transportation service from the terminus of the REX-West Project at Audrain, Missouri to the terminus of the REX-East Project at Clarington, Ohio. Accordingly, the Zone 3 cost of service shown in Schedule 1 to this Exhibit N and the associated Zone 3 recourse rates relate to the service to be provided by the pipeline and compression facilities installed between Audrain, Missouri and Clarington, Ohio.

Also included herein is the projected cost of service (Schedule 2, Exhibit N) for the Arlington Compressor Station to be added to Zone 1 and the projected cost of service (Schedule 3, Exhibit N) for the Bertrand Compressor Station to be added to Zone 2 as part of the REX-East Project. Rockies Express is not proposing any change to its pre-existing and approved recourse rates for Zones 1 and 2. However, Rockies Express seeks a determination that the cost of compression facilities installed as part of the REX-East Project in Zone 1 (Arlington Compressor Station) and Zone 2 (Bertrand Compressor

Station) would be eligible for rolled-in rate treatment in Zone 1 and Zone 2, respectively, in a future rate proceeding. Information supporting the roll-in of the above identified new facilities is submitted herewith, as part of Exhibit N, Schedules 2 and 3. Rockies Express respectfully requests that the Commission, as part of its approvals in this proceeding, grant such rolled-in rate treatment, as it relates to those facilities and their present and future ratemaking treatment as part of Zone 1 and Zone 2 of the Rockies Express system.

Rockies Express has entered into negotiated rate agreements for all but 12,000 Dth/day of the 1,800,000 Dth/day across all three Zones on the Rockies Express system. These negotiated rate contracts set out rates that upon in-service of REX-East will be applicable to service from Zone 1 across Zone 2 and through Zone 3 to Clarington, Ohio at the terminus of the Rockies Express system. Accordingly, negotiated rate revenues for the REX-East Project are not discrete but instead are part of an overall negotiated rate for service from the supply regions in Zone 1 to market delivery points in Zone 2 and Zone 3. Therefore, revenues associated with the REX-East Project facilities are not illustrated in this Exhibit N. By reference and for the limited purpose of pro forma financing, the negotiated rate revenues for the complete Rockies Express system, including the REX-East project facilities, are set out in Exhibit L.

Rockies Express Pipeline LLC
 REX-East Project - Zone 3
 Exhibit N
 Summary of Cost of Service
 (000)

Schedule 1
 Page 1 of 6

Line No.	Description	Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Fixed Pipeline Operation & Maintenance Expense	\$9,046	\$9,317	\$9,597	\$9,320
2	Variable Pipeline Operation & Maintenance Expense 1/	\$1,596	\$1,644	\$1,693	\$1,644
3	Depreciation	\$59,527	\$59,527	\$59,527	\$59,527
4	Property Taxes	\$37,492	\$36,708	\$36,047	\$36,749
5	Interest - Debt Service	\$60,907	\$57,462	\$54,251	\$57,540
6	Income Taxes	\$91,625	\$86,443	\$81,613	\$86,560
7	Return on Equity	\$143,371	\$135,262	\$127,705	\$135,446
8	Cost of Service	\$403,564	\$386,363	\$370,433	\$386,786
9	Estimated Interruptible Transportation Services - Revenues	(\$1,101)	(\$1,101)	(\$1,101)	(\$1,101)
10	Total Cost of Service	\$402,463	\$385,262	\$369,332	\$385,685

1/ Expenses do not include F,I.&U as shown in Exhibit P.

Rockies Express Pipeline LLC

REX-East Project - Zone 3

Exhibit N

Net Plant

(000)

<u>Line No.</u> (a)	<u>Description</u> (b)	<u>Year One</u> (c)	<u>Year Two</u> (d)	<u>Year Three</u> (e)	<u>Average</u> (f)
1	Gross Plant	\$2,082,077	\$2,082,077	\$2,082,077	\$2,082,077
2	Book Depreciation	\$59,527	\$59,527	\$59,527	\$59,527
3	Accumulated D, D & A	\$59,527	\$119,054	\$178,581	\$119,054
4	Net Plant Investment	\$2,022,550	\$1,963,023	\$1,903,496	\$1,963,023

Rockies Express Pipeline LLC

REX-East Project - Zone 3

Exhibit N

Rate Base and Return

(000)

Schedule 1
Page 3 of 6

Line No. (a)	Description (b)	Year One (c)	Year Two (d)	Year Three (e)	Average (f)
1	Gross Plant	\$2,082,077	\$2,082,077	\$2,082,077	\$2,082,077
2	Accumulated Reserve for DDA	(\$59,527)	(\$119,054)	(\$178,581)	(\$119,054)
3	Net Plant Investment	\$2,022,550	\$1,963,023	\$1,903,496	\$1,963,023
4	Accumulated Deferred Income Tax	(\$17,367)	(\$71,253)	(\$117,429)	(\$68,683)
5	Rate Base	\$2,005,183	\$1,891,770	\$1,786,067	\$1,894,340
6	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
7	Return on Rate Base	\$204,278	\$192,724	\$181,956	\$192,986

Rockies Express Pipeline LLC
 REX-East Project - Zone 3
 Exhibit N

Schedule 1
 Page 4 of 6

Income Tax Calculation
 (000)

Line No. (a)	Description (b)	Year One (c)	Year Two (d)	Year Three (e)	Average (f)
1	Rate Base	\$2,005,183	\$1,891,770	\$1,786,067	\$1,894,340
2	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
3	Return on Rate Base	\$204,278	\$192,724	\$181,956	\$192,986
4	Interest -- 3.04% times rate base	\$60,907	\$57,462	\$54,251	\$57,541
5	Return on Equity - Net Income	\$143,371	\$135,262	\$127,705	\$135,445
6	Income Tax Gross-up 1/	\$91,625	\$86,443	\$81,613	\$86,560
7	Pre-Tax Income	\$234,996	\$221,705	\$209,318	\$222,005

1/ Income Tax amounts are based on the Federal Income Tax Rate of 35% and a weighted average State Income Tax Rate of 6.14% for all states for the REX-East Project with an overall blended rate of 38.99%.

Rockies Express Pipeline LLC
REX-East Project - Zone 3
Exhibit N
Deferred Income Tax Calculation
(000)

Line No.	Description	Year One	Year Two	Year Three
(a)	(b)	(c)	(d)	(e)
1	15-yr MACRS Tax Depreciation	5.00%	9.50%	8.55%
2	Depreciable Plant	\$2,081,374	\$2,081,374	\$2,081,374
3	Tax Depreciation Calculation by Year	\$104,069	\$197,731	\$177,957
4	Prior year total	\$0	\$104,069	\$301,800
5	Accumulated Tax Depreciation	\$104,069	\$301,800	\$479,757
6	Tax Depreciation Calculation by Year	\$104,069	\$197,731	\$177,957
7	Book Depreciation	\$59,527	\$59,527	\$59,527
8	Deferred Income Tax 38.99%	\$17,367	\$53,886	\$46,176
9	Accumulated Deferred Income Tax	\$17,367	\$71,253	\$117,429

Rockies Express Pipeline LLC
REX-East Project - Zone 3
Exhibit N
Capital Structure

<u>Line No.</u> (a)	<u>Description</u> (b)	<u>Percent of</u> <u>Capitalization</u>	<u>Cost of</u> <u>Capital</u> (c)	<u>Weighted</u> <u>Cost of Capital</u> (d)
1	Equity	55.00%	13.00%	7.15%
2	Debt	<u>45.00%</u>	6.75%	<u>3.04%</u>
3	Total	<u>100.00%</u>		<u>10.19%</u>

Rockies Express Pipeline LLC
Arlington Compressor Station
Exhibit N
Summary of Cost of Service
(000)

Schedule 2
Page 1 of 6

Line No.	Description	Year One (c)	Year Two (d)	Year Three (e)	Average (f)
(a)	(b)				
1	Fixed Pipeline Operation & Maintenance Expense	\$1,034	\$1,065	\$1,097	\$1,065
2	Variable Pipeline Operation & Maintenance Expense 1/	\$183	\$188	\$194	\$188
3	Depreciation	\$1,085	\$1,085	\$1,085	\$1,085
4	Property Taxes	\$341	\$336	\$332	\$336
5	Interest - Debt Service	\$1,115	\$1,052	\$994	\$1,054
6	Income Taxes	\$1,677	\$1,582	\$1,494	\$1,584
7	Return on Equity	\$2,624	\$2,476	\$2,338	\$2,479
8	Cost of Service	\$8,059	\$7,784	\$7,534	\$7,791
9	Estimated Interruptible Transportation Services - Revenues	\$0	\$0	\$0	\$0
10	Total Cost of Service	\$8,059	\$7,784	\$7,534	\$7,791

1/ Expenses do not include F,L&U as shown in Exhibit P.

Rockies Express Pipeline LLC
Arlington Compressor Station
Exhibit N
Net Plant
(000)

Schedule 2
Page 2 of 6

<u>Line No.</u>	<u>Description</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Average</u>
(a)	(b)	(c)	(d)	(e)	(f)
1	Gross Plant	\$38,104	\$38,104	\$38,104	\$38,104
2	Book Depreciation	\$1,085	\$1,085	\$1,085	\$1,085
3	Accumulated D, D & A	\$1,085	\$2,170	\$3,255	\$2,170
4	Net Plant Investment	\$37,019	\$35,934	\$34,849	\$35,934

Rockies Express Pipeline LLC
Arlington Compressor Station

Schedule 2
Page 3 of 6

Exhibit N

Rate Base and Return
(000)

Line No.	Description (a) (b)	Year			Average (f)
		One (c)	Two (d)	Three (e)	
1	Gross Plant	\$38,104	\$38,104	\$38,104	\$38,104
2	Accumulated Reserve for DDA	(\$1,085)	(\$2,170)	(\$3,255)	(\$2,170)
3	Net Plant Investment	\$37,019	\$35,934	\$34,849	\$35,934
4	Accumulated Deferred Income Tax	(\$317)	(\$1,299)	(\$2,141)	(\$1,252)
5	Rate Base	\$36,702	\$34,635	\$32,708	\$34,682
6	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
7	Return on Rate Base	\$3,739	\$3,528	\$3,332	\$3,533

Rockies Express Pipeline LLC
Arlington Compressor Station
Exhibit N

Schedule 2
Page 4 of 6

Income Tax Calculation
(000)

Line No.	Description	Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Rate Base	\$36,702	\$34,635	\$32,708	\$34,682
2	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
3	Return on Rate Base	\$3,739	\$3,528	\$3,332	\$3,533
4	Interest -- 3.04% times rate base	\$1,115	\$1,052	\$994	\$1,053
5	Return on Equity - Net Income	\$2,624	\$2,476	\$2,338	\$2,480
6	Income Tax Gross-up 1/	\$1,677	\$1,582	\$1,494	\$1,585
7	Pre-Tax Income	\$4,301	\$4,058	\$3,832	\$4,065

1/ Income Tax amounts are based on the Federal Income Tax Rate of 35% and a weighted average State Income Tax Rate of 6.14% for all states for the REX-East Project with an overall blended rate of 38.99%.

Rockies Express Pipeline LLC
Arlington Compressor Station
Exhibit N
Deferred Income Tax Calculation
(000)

Schedule 2
Page 5 of 6

Line No.	Description	Year One	Year Two	Year Three
(a)	(b)	(c)	(d)	(e)
1	15-yr MACRS Tax Depreciation	5.00%	9.50%	8.55%
2	Depreciable Plant	\$37,939	\$37,939	\$37,939
3	Tax Depreciation Calculation by Year	\$1,897	\$3,604	\$3,244
4	Prior year total	\$0	\$1,897	\$5,501
5	Accumulated Tax Depreciation	\$1,897	\$5,501	\$8,745
6	Tax Depreciation Calculation by Year	\$1,897	\$3,604	\$3,244
7	Book Depreciation	\$1,085	\$1,085	\$1,085
8	Deferred Income Tax 38.99%	\$317	\$982	\$842
9	Accumulated Deferred Income Tax	\$317	\$1,299	\$2,141

Rockies Express Pipeline LLC
Arlington Compressor Station
Exhibit N
Capital Structure

<u>Line No.</u> (a)	<u>Description</u> (b)	<u>Percent of</u> <u>Capitalization</u>	<u>Cost of</u> <u>Capital</u> (c)	<u>Weighted</u> <u>Cost of Capital</u> (d)
1	Equity	55.00%	13.00%	7.15%
2	Debt	<u>45.00%</u>	6.75%	<u>3.04%</u>
3	Total	<u>100.00%</u>		<u>10.19%</u>

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Summary of Cost of Service
(000)

Schedule 3
Page 1 of 6

Line No.	Description	Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Fixed Pipeline Operation & Maintenance Expense	\$1,533	\$1,579	\$1,626	\$1,579
2	Variable Pipeline Operation & Maintenance Expense 1/	\$270	\$278	\$286	\$278
3	Depreciation	\$1,506	\$1,506	\$1,506	\$1,506
4	Property Taxes	\$778	\$708	\$645	\$710
5	Interest - Debt Service	\$1,544	\$1,457	\$1,376	\$1,459
6	Income Taxes	\$2,322	\$2,191	\$2,069	\$2,194
7	Return on Equity	\$3,634	\$3,429	\$3,237	\$3,433
8	Cost of Service	\$11,587	\$11,148	\$10,745	\$11,159
9	Estimated Interruptible Transportation Services - Revenues	\$0	\$0	\$0	\$0
10	Total Cost of Service	\$11,587	\$11,148	\$10,745	\$11,159

1/ Expenses do not include F,L&U as shown in Exhibit P.

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Net Plant
(000)

Schedule 3
Page 2 of 6

Line No.	Description	Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Gross Plant	\$52,773	\$52,773	\$52,773	\$52,773
2	Book Depreciation	\$1,506	\$1,506	\$1,506	\$1,506
3	Accumulated D, D & A	\$1,506	\$3,012	\$4,518	\$3,012
4	Net Plant Investment	\$51,267	\$49,761	\$48,255	\$49,761

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Rate Base and Return
(000)

Schedule 3
Page 3 of 6

<u>Line No.</u> (a)	<u>Description</u> (b)	<u>Year One</u> (c)	<u>Year Two</u> (d)	<u>Year Three</u> (e)	<u>Average</u> (f)
1	Gross Plant	\$52,773	\$52,773	\$52,773	\$52,773
2	Accumulated Reserve for DDA	(\$1,506)	(\$3,012)	(\$4,518)	(\$3,012)
3	Net Plant Investment	\$51,267	\$49,761	\$48,255	\$49,761
4	Accumulated Deferred Income Tax	(\$439)	(\$1,802)	(\$2,970)	(\$1,737)
5	Rate Base	\$50,828	\$47,959	\$45,285	\$48,024
6	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
7	Return on Rate Base	\$5,178	\$4,886	\$4,613	\$4,892

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Income Tax Calculation
(000)

Schedule 3
Page 4 of 6

Line No.	Description	Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Rate Base	\$50,828	\$47,959	\$45,285	\$48,024
2	Rate of Return on Rate Base	10.19%	10.19%	10.19%	10.19%
3	Return on Rate Base	\$5,178	\$4,886	\$4,613	\$4,892
4	Interest -- 3.04% times rate base	\$1,544	\$1,457	\$1,376	\$1,459
5	Return on Equity - Net Income	\$3,634	\$3,429	\$3,237	\$3,433
6	Income Tax Gross-up 1/	\$2,322	\$2,191	\$2,069	\$2,194
7	Pre-Tax Income	\$5,956	\$5,620	\$5,306	\$5,627

1/ Income Tax amounts are based on the Federal Income Tax Rate of 35% and a weighted average State Income Tax Rate of 6.14% for all states for the REX-East Project with an overall blended rate of 38.99%.

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Deferred Income Tax Calculation
(000)

Schedule 3
Page 5 of 6

Line No.	Description	Year One	Year Two	Year Three
(a)	(b)	(c)	(d)	(e)
1	15-yr MACRS Tax Depreciation	5.00%	9.50%	8.55%
2	Depreciable Plant	\$52,652	\$52,652	\$52,652
3	Tax Depreciation Calculation by Year	\$2,633	\$5,002	\$4,502
4	Prior year total	\$0	\$2,633	\$7,635
5	Accumulated Tax Depreciation	\$2,633	\$7,635	\$12,137
6	Tax Depreciation Calculation by Year	\$2,633	\$5,002	\$4,502
7	Book Depreciation	\$1,506	\$1,506	\$1,506
8	Deferred Income Tax 38.99%	\$439	\$1,363	\$1,168
9	Accumulated Deferred Income Tax	\$439	\$1,802	\$2,970

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit N
Capital Structure

<u>Line No.</u> (a)	<u>Description</u> (b)	<u>Percent of</u> <u>Capitalization</u>	<u>Cost of</u> <u>Capital</u> (c)	<u>Weighted</u> <u>Cost of Capital</u> (d)
1	Equity	55.00%	13.00%	7.15%
2	Debt	<u>45.00%</u>	6.75%	<u>3.04%</u>
3	Total	<u>100.00%</u>		<u>10.19%</u>

Exhibit O

Rockies Express Pipeline LLC

Exhibit O

Depreciation and Depletion

Exhibit O

Request Depreciation Rate

Rockies Express proposes to depreciate the new gas transmission plant constructed as part of the REX-East Project using a 2.86 percent straight-line depreciation rate for accounting purposes and for recourse rate purposes, based on a 35-year life. The 35-year life, and the corresponding 2.86 percent depreciation rate, are identical to that approved by the Commission for the Rockies Express Certificated Facilities in the Entrega proceeding and in the REX-West proceeding. The REX-East Project is an extension of the Rockies Express Certificated Facilities. Thus, it is reasonable to utilize the same useful life and depreciation rate that the Commission approved in the Entrega and REX-West proceedings. There are no material changed circumstances that would justify a different result.

Rockies Express determined the 35-year life based upon the estimated useful life of the facilities. That determination was consistent with Williston Basin Interstate Pipeline Co.,¹ where the Commission affirmed an ALJ decision, in a general rate case, finding that the useful life of facilities dependent upon Northern Rocky Mountain and Western Canadian Sedimentary Basin gas was 35 years. This request, therefore, is consistent with Commission precedent in addition to the orders in the Entrega and REX-West proceedings. Rockies Express also reviewed physical, technical, supply and market obsolescence to confirm the reasonableness of a 35-year life. Therefore, Rockies Express is proposing to use the 2.86 percent straight-line depreciation rate that flows from using a 35-year useful life.

¹ Williston Basin Interstate Pipeline Co., 104 FERC ¶ 61,036 P 54 (2003), order on reh'g, 107 FERC ¶ 61,164 P27 (2004).

Rockies Express Pipeline LLC

REX-East Project - Zone 3

Exhibit O

Depreciation

(000)

<u>Line No.</u>	<u>Description</u>	<u>Depreciation Rate</u>	<u>Year</u>				<u>Average</u>		
			<u>(a)</u>	<u>(b)</u>	<u>(c)</u>	<u>(d)</u>	<u>(e)</u>	<u>(f)</u>	<u>(g)</u>
1	Depreciable Plant (excludes land)					\$2,081,374	\$2,081,374	\$2,081,374	\$2,081,374
2	Book Depreciation	2.86%				\$59,527	\$59,527	\$59,527	\$59,527

Rockies Express Pipeline LLC
Arlington Compressor Station

Exhibit O

Depreciation

(000)

Schedule 2
Page 1 of 1

Line No.	Description	Depreciation	Year			Average
		Rate	One	Two	Three	(g)
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Depreciable Plant (excludes land)		\$37,939	\$37,939	\$37,939	\$37,939
2	Book Depreciation	2.86%	\$1,085	\$1,085	\$1,085	\$1,085

Rockies Express Pipeline LLC
Bertrand Compressor Station
Exhibit O
Depreciation
(000)

Line No.	Description	Depreciation					Average
		Rate	Year One	Year Two	Year Three	(g)	
(a)	(b)	(c)	(d)	(e)	(f)		
1	Depreciable Plant (excludes land)		\$52,652	\$52,652	\$52,652	\$52,652	
2	Book Depreciation	2.86%	\$1,506	\$1,506	\$1,506	\$1,506	

Exhibit P

Rockies Express Pipeline LLC

Exhibit P

Tariff

Exhibit P

Rate Design

The proposed revised *pro forma* tariff sheets included in this Exhibit P reflect changes Rockies Express is proposing to its FERC Gas Tariff, *Pro Forma* Second Revised Volume No. 1 to reflect the addition of Zone 3 on the Rockies Express system.¹ Zone 3 will encompass all points east of the PEPL Interconnect, located in Audrain County, Missouri, to and including delivery points in Clarington, Ohio. Rockies Express used the same rate design for purposes of developing the proposed Zone 3 rates that it used to develop the currently-approved rates for Zone 1 and Zone 2.

The zoned rates provided in the proposed revised *pro forma* tariff sheets were developed consistent with the Commission's policy related to the straight-fixed-variable rate design. Rockies Express is proposing a two-part recourse rate for firm transportation service based on the applicable cost of service. Rockies Express also is proposing a one-part rate for interruptible transportation service based on a 100 percent load factor derivative of the firm transportation rate. The Rate Schedule PALS rates were designed and developed as derivative rates of the interruptible rates, consistent with the method used to derive such rates included in the currently effective Rockies Express Tariff.

¹ Rockies Express is required to revise certain of the tariff sheets in its FERC Gas Tariff pursuant to the preliminary determination issued by the Commission in the REX-West proceeding. Those required changes are not reflected in the proposed revised *pro forma* tariff sheets included in this Exhibit P; rather those required changes will be reflected in the replacement tariff Rockies Express will submit prior to commencement of service on the REX-West system.

The proposed initial maximum and minimum recourse reservation and commodity rates for Zone 3 under Rate Schedule FTS, ITS and PALS are set forth on tariff Sheet Nos. 5, 7 and 7.01 of the proposed revised *pro forma* tariff sheets attached to this Exhibit P.

As shown in the calculation of Zone 3 cost of service in Exhibit N, Rockies Express has allocated a significant level of costs to interruptible service in the development of its cost of service for REX-East (thereby lowering the recourse rate) and, therefore, is not proposing to credit or share any revenues from interruptible service provided in Zone 3. Rockies Express has added capital costs to the facilities that will ultimately make up Zone 1 and Zone 2 of the Rockies Express system but is not proposing in this application to adjust the recourse rates applicable to Zone 1 and Zone 2.

Rockies Express is proposing a separate fuel tracker for Zone 3. This is consistent with the approved rate design for tracking fuel on the Rockies Express Certificated Facilities under which Rockies Express has a separate fuel tracker for each of Zone 1 and Zone 2, plus a provision for system lost and unaccounted-for gas. The fuel and lost and unaccounted-for percentages proposed to be applicable for the various Rockies Express facilities are set forth on tariff Sheet No. 6 of the proposed revised *pro forma* tariff sheets attached to this Exhibit P.

Rockies Express Pipeline LLC
 REX-East Project - Zone 3
 Exhibit P

Schedule 1
 Page 1 of 2

Derivation of Rates

Line No.	Description	(000)			
		Year One	Year Two	Year Three	Average
(a)	(b)	(c)	(d)	(e)	(f)
1	Cost of Service 1/	\$402,463	\$385,262	\$369,332	\$385,685
2	Cost of Service divided by (1,800 MDth/d times 365 days) equals 2/	\$0.6126	\$0.5864	\$0.5621	\$0.5870
3	Firm Transportation (FT)				
4	Reservation 3/	\$18.5587	\$17.7601	\$17.0203	\$17.7797
5	Commodity 4/	\$0.0024	\$0.0025	\$0.0026	\$0.0025
	Interruptible Transportation (IT) @ 100% load factor	\$0.6126	\$0.5864	\$0.5621	\$0.5870
	Revenues Proof:				
6	1,800,000 times 100% load factor rate times 365 days	\$402,478	\$385,265	\$369,300	\$385,681
7	Over/(Under) Collection	\$15	\$3	(\$32)	(\$4)
8	Park And Loan Service				
9	Initial Rate				\$0.5870
10	Park/Loan Balance Rate				\$0.2935
11	Completion Rate				\$0.5870
12	Authorized Overrun 5/				
13	Initial Rate				\$0.5870
14	Park/Loan Balance Rate				\$0.5870
15	Completion Rate				\$0.5870

- 1/ See Exhibit N, Page 1, Line 10.
 2/ Billing Determinants of 1,800 MDth/d.
 3/ See Exhibit N, Page 1, Line 10 less Line 2 divided by (1,800 MDth/d times 12 months).
 4/ See Exhibit N, Page 1, Line 2 divided by (1,800 MDth/d times 365 days).
 5/ The Unauthorized Overrun Charge is set at the PALS Rate Schedule.

Rockies Express Pipeline LLC
REX-East Project - Zone 3
Exhibit P
Calculation of Fuel Percentage

Line	Description	REX Zone 3 Summer Note 1	REX Zone 3 Winter Note 1
1	Compressor Fuel	28,110	26,090
2	Gross Receipts	1,845,500	1,841,500
3	Transport Fuel Percentage	1.52%	1.42%
4	Annual Average	1.47%	
5	L&U	0.15%	
6	Total Fuel, L&U	1.62%	

Note 1: Includes fuels from:

	Summer	Winter
Mexico	6,580	6,670
Blue Mound	5,720	4,930
Bainbridge	6,290	6,490
Hamilton	6,430	5,540
Chandlersville	3,090	2,460
	28,110	26,090

Rockies Express Pipeline LLC
 REX-East Project - Zone 1
 Exhibit P
 Calculation of Fuel Percentage

Line	Description	REX Zone 1 Summer Note 1	REX Zone 1 Winter Note 1
1	Compressor Fuel	16,220	15,540
2	Gross Receipts	1,872,600	1,867,100
3	Transport Fuel Percentage	0.87%	0.83%
4	Annual Average	0.85%	
5	L&U	0.15%	
6	Total Fuel, L&U	1.00%	

Note 1: Includes fuels from:

	Summer	Winter	
Meeker	2,380	2,360	
Big Hole	1,120	1,080	
Overthrust	5,000	5,000	
Lost Creek	-	-	Note 2
Wamsutter	3,970	3,840	
Echo Springs	910	890	
Arlington	2,840	2,370	
	16,220	15,540	

Note 2: Design case assumes no receipts from Lost Creek. However, when Lost Creek is operational other compression facilities will be reduced proportionally. No change in fuel consumption is anticipated.

Rockies Express Pipeline LLC
 REX-East Project - Zone 2
 Exhibit P
 Calculation of Fuel Percentage

Line	Description	REX Zone 2 Summer	REX Zone 2 Winter
		Note 1	Note 1
1	Compressor Fuel	29,120	26,320
2	Gross Receipts	1,857,200	1,852,400
3	Transport Fuel Percentage	1.57%	1.42%
4	Annual Average	1.49%	
5	L&U	0.15%	
6	Total Fuel, L&U	1.64%	

Note 1: Includes fuels from:

	Summer	Winter
Cheyenne	6,070	5,760
Julesburg	5,340	4,510
Bertrand	5,210	4,450
Steele City	6,480	6,490
Turney	6,020	5,110
	29,120	26,320

**Final Versions of
Tariff Sheets**

PRELIMINARY STATEMENT

Rockies Express Pipeline LLC hereinafter referred to as "Transporter", "Transmission Provider," "Transportation Service Provider" or "TSP," is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. Section 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." As used herein, "Transporter" shall not include any affiliates of Rockies Express Pipeline LLC.

Transporter is organized and existing under the laws of the state of Delaware and provides transportation service to Shippers that have executed a Transportation Service Agreement ("TSA") in the form contained in this Tariff.

Transporter's transmission facilities commence from Opal receipt points located in Lincoln County, Wyoming, and the Meeker receipt points located in Rio Blanco County, Colorado, and extend easterly to a variety of delivery locations through the states of Colorado, Wyoming, Nebraska, Missouri, Illinois, Indiana and Ohio.

This FERC Gas Tariff, Volume No. 1, includes statements of rates, rate schedules, general terms and conditions, and forms of Service Agreements for firm, interruptible and peak and loan transportation service provided by Transporter according to 18 C.F.R. Part 284, Subparts B and G.

Issued by: Robert F. Harrington, Vice President
Issued on:

Effective on:

Sheet No. 4 contains a map that is not filed electronically.

Issued by: Robert F. Harrington, Vice President
Issued on:

Effective on:

CURRENTLY EFFECTIVE RATES 1/

Rate Schedule FTS (Firm Transportation Service) 3/

Receipt Zone <u>2/</u>	Delivery Zone <u>2/</u>	Maximum Reservation	Maximum Commodity	Minimum Commodity
Zone 1	Zone 1	\$7.0720	\$0.0030	\$0.0030
	Zone 2	\$23.5546	\$0.0049	\$0.0049
	Zone 3	\$41.3343	\$0.0074	\$0.0074
Zone 2	Zone 1	\$23.5546	\$0.0049	\$0.0049
	Zone 2	\$16.4826	\$0.0019	\$0.0019
	Zone 3	\$34.2623	\$0.0044	\$0.0044
Zone 3	Zone 1	\$41.3343	\$0.0074	\$0.0074
	Zone 2	\$34.2623	\$0.0044	\$0.0044
	Zone 3	\$17.7797	\$0.0025	\$0.0025

Rate Schedule ITS (Interruptible Transportation Service)

Zone 1	Zone 1	\$0.2355	\$0.0030
	Zone 2	\$0.7793	\$0.0049
	Zone 3	\$1.3663	\$0.0074
Zone 2	Zone 1	\$0.7793	\$0.0049
	Zone 2	\$0.5438	\$0.0019
	Zone 3	\$1.1308	\$0.0044
Zone 3	Zone 1	\$1.3663	\$0.0074
	Zone 2	\$1.1308	\$0.0044
	Zone 3	\$0.5870	\$0.0025

Authorized Overrun Service Charge (FTS & ITS)

The Authorized Overrun Service Charge for all Shippers shall be the applicable ITS maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDQ.

Unauthorized Overrun Service Charge (FTS & ITS)

The Unauthorized Overrun Service Charge for all Shippers shall be the applicable ITS maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDQ plus the applicable charges specified in Section 8.2 of Rate Schedules FTS and ITS.

FOOTNOTES

Applicable to Rates stated on Sheet No. 5

- 1/ Reservation Rates are \$/Dth of MDQ/Month; Commodity and Overrun Service Charge Rates are \$/Dth. Any separately stated fees and/or charges are in addition to the rates stated herein.
- 2/ Zone 1 shall encompass all points west of and including the Cheyenne Hub, located in Weld County, Colorado.
Zone 2 shall encompass all points east of the Cheyenne Hub to and including the PEPL Interconnect, located in Audrain County, Missouri.
Zone 3 shall encompass all points east of the PEPL Interconnect, located in Audrain County, Missouri, to and including delivery points in Clarington, Ohio.
- 3/ The 100% load factor rate for FTS is equivalent to the ITS maximum commodity rate applicable to each zone or combination of zones.

Issued by: Robert F. Harrington, Vice President
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Effective on:

CURRENTLY EFFECTIVE RATES 1/

ITS/FTS Fuel and Lost and
 Unaccounted-for Reimbursement Percentages 4/

<u>Receipt Zone 2/</u>	<u>Delivery Zone 2/</u>	<u>Maximum Percentage</u>	<u>Minimum Percentage 3/</u>
Zone 1	Zone 1	1.00%	0.15%
	Zone 2	2.49%	0.15%
	Zone 3	3.96%	0.15%
Zone 2	Zone 2	1.64%	0.15%
	Zone 3	3.11%	0.15%
Zone 3	Zone 3	1.62%	0.15%

- 1/ Fuel and Lost and Unaccounted-for Reimbursement Percentages ("FL&U %") shall be applied to and retained from volumes received into Transporter's System. This percentage is subject to adjustment in accordance with Section 38 of the General Terms and Conditions of this Tariff. Any separately stated fees and/or charges are in addition to the FL&U % stated above.
- 2/ Zone 1 shall encompass all points west of and including the Cheyenne Hub located in Weld County, Colorado.
 Zone 2 shall encompass all points east of the Cheyenne Hub, to and including the PEPL Interconnect, located in Audrain County, Missouri.
 Zone 3 shall encompass all points east of the PEPL Interconnect, located in Audrain County, Missouri, to and including delivery points in Clarington, Ohio.
- 3/ The minimum applicable FL&U percentage reflects only the L&U portion of the rate.
- 4/ The L&U component of the above stated rates is 0.15%, and shall apply to backhauls.

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CURRENTLY EFFECTIVE RATES 1/, 2/

	Rate per Dth	
	Maximum	Minimum

Zone 1 Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.2355	\$0.0000
Park/Loan Balance Rate	\$0.1178	\$0.0000
Completion Rate	\$0.2355	\$0.0000
Zone 1 Overrun Service Charge (PALS)		

Initial Rate	\$0.2355	\$0.0000
Park/Loan Balance Rate	\$0.2355	\$0.0000
Completion Rate	\$0.2355	\$0.0000
Zone 2 Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.5438	\$0.0000
Park/Loan Balance Rate	\$0.2719	\$0.0000
Completion Rate	\$0.5438	\$0.0000
Zone 2 Overrun Service Charge (PALS)		

Initial Rate	\$0.5438	\$0.0000
Park/Loan Balance Rate	\$0.5438	\$0.0000
Completion Rate	\$0.5438	\$0.0000
Zone 3 Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.5870	\$0.0000
Park/Loan Balance Rate	\$0.2935	\$0.0000
Completion Rate	\$0.5870	\$0.0000
Zone 3 Overrun Service Charge (PALS)		

Initial Rate	\$0.5870	\$0.0000
Park/Loan Balance Rate	\$0.5870	\$0.0000
Completion Rate	\$0.5870	\$0.0000

1/ Commodity and Overrun Service Charges are \$/Dth.

2/ PALS rates are derived from Interruptible Transportation Rates reflected on the applicable rate sheet of this Tariff.

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Issued on:

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CURRENTLY EFFECTIVE RATES 1/, 2/

	Rate per Dth	
	Maximum	Minimum

System-Wide Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$1.3663	\$0.0000
Park/Loan Balance Rate	\$0.6832	\$0.0000
Completion Rate	\$1.3663	\$0.0000
System-Wide Overrun Service Charge (PALS)		

Initial Rate	\$1.3663	\$0.0000
Park/Loan Balance Rate	\$1.3663	\$0.0000
Completion Rate	\$1.3663	\$0.0000

Note: The Overrun Service Charge shall be applied pursuant to Section 6.2 of the PALS Rate Schedule, plus any other applicable charges specified in Rate Schedule PALS.

- 1/ Commodity and Overrun Service Charges are \$/Dth.
2/ PALS rates are derived from Interruptible Transportation Rates reflected on the applicable rate sheet of this Tariff.

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STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Bill Barrett Corporation (FT) 7/	1/1/2008 to 12/31/2017	25,000	1/, 15/	4/	15/	15/
BP Energy Company (FT) 5./ 3/	1/1/2008 to 12/31/2017	16/	1/, 16/	4/	16/	16/
ConocoPhillips Company (FT) 9/	1/1/2008 to 12/31/2017	400,000	1/, 17/	4/	17/	17/

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

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STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
EnCana Marketing (USA), Inc. (FT) 6/, 3/	1/1/2008 to 12/31/2018	500,000	5.5967 1/	4/	Meeker- Enterprise	Cheyenne Hub
EnCana Marketing (USA), Inc. (FT) 6/, 3/	1/1/2008 to 12/31/2018	18/	1/, 18/	4/	18/	18/
EOG Resources, Inc. (FT)	1/1/2008 to 12/31/2017	50,000	1/, 19/	4/	19/	19/
Sempra Rockies Marketing, LLC (FT) 5/	1/1/2008 to 12/31/2017	20/	1/, 20/	4/	20/	20/

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

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STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Ultra Resources, Inc. (FT) 5/	1/1/2008 to 12/31/2017	200,000	1/, 21/	4/	21/	21/
U.S. Minerals Management Service (FT) 3/	1/1/2008 to 12/31/2017	50,000	1/, 22/	4/	22/	22/
Yates Petroleum Corporation (FT)	1/1/2008 to 12/31/2017	12/	1/, 12/	4/	12/	12/
Yates Petroleum Corporation (FT) 8/	1/1/2008 to 12/31/2017	23/	1/, 23/	4/	23/	23/

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

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STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Berry Petroleum Company (FT) 10/	1/1/2008 to 12/31/2017	10,000	1/, 13/	4/	13/	13/
Arrowhead Resources (U.S.A.) Ltd. (FT) 10/	1/1/2008 to 12/31/2017	10,000	1/, 13/	4/	13/	13/
Coral Energy Resources L.P. (FT) 2/, 10/	1/1/2008 to 12/31/2017	28,000	8.2125 1/	4/	Opal- WFS	Cheyenne- Trailblazer

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

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FOOTNOTES

Applicable to Negotiated Rates

- 1/ Shipper's negotiated reservation rate provides for access to the Overthrust Lease Facilities, either on a primary or secondary basis. The otherwise applicable maximum recourse reservation rate for comparable service on REX-West using the Overthrust Lease Facilities would be \$45.2094 (\$1.4937 stated on a 100% load factor basis) per Dth of MDQ per month.
- 2/ Reserved for future use.
- 3/ This agreement does not conform to the Form of Service Agreement contained in this Tariff and is therefore on file with the Commission.
- 4/ The Commodity Rate and FL&U% shall be those which are set forth on Transporter's currently effective statement of rates for the applicable rate schedule.
- 5/ This Shipper has been designated as an Anchor Shipper and afforded all Anchor Shipper rights as defined and set forth in the General Terms and Conditions of this Tariff.
- 6/ This Shipper has been designated as a Foundation Shipper and afforded all Foundation Shipper rights as defined and set forth in the General Terms and Conditions of this Tariff.
- 7/ Shipper will also pay for use of the Meeker Hub Facilities at a monthly negotiated reservation rate of \$0.8365 (\$0.0275 stated on a 100% load factor basis, subject to reduction pursuant to the Most Favored Nations clause contained in the Shipper's FTSA) per Dth of MDQ per month, plus the applicable Meeker Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.
- 8/ Shipper will also pay for use of the Cheyenne Hub Facilities for receipt of 24,000 Dth per Day at a monthly negotiated reservation rate of \$0.9125 (\$0.0300 stated on a 100% load factor basis, not to exceed the applicable maximum recourse rate) per Dth of MDQ per month, plus the applicable Cheyenne Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.
- 9/ Shipper will also pay for use of the Meeker Hub Facilities for MDQ of 250,000 Dth per Day at a monthly negotiated reservation rate of \$0.8365 (\$0.0275 stated on a 100% load factor basis) per Dth of MDQ per month, plus the applicable Meeker Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.

FOOTNOTES

Applicable to Negotiated Rates

- 10/ Shipper receives the same rollover rights and Rights of First Refusal afforded to Anchor Shippers, as such rights are set forth in Sections 17.2 and 17.3J, respectively, of the General Terms and Conditions of this Tariff.
- 11/ Reserved for future use.

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FOOTNOTES

Applicable to Negotiated Rates

12/ [Yates 1] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal Teppco	15,000	Those Points East of PEPL-Missouri and West of the Lebanon Hub	15,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-Teppco	15,000	Dominion Transmission Lebanon, OH	15,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per dth of MDQ per month and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-Teppco	15,000	Tennessee Gas Pipeline, Muskingum County, OH	5,000
		Texas Eastern Transmission, Clarington Hub	10,000

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FOOTNOTES

Applicable to Negotiated Rates

13/ [Berry, Arrowhead] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	10,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	10,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	10,000	Texas Eastern Transmission Lebanon, OH	10,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	10,000	Texas Eastern Transmission Clarington, OH	10,000

FOOTNOTES

Applicable to Negotiated Rates

14/ Reserved for future use.

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FOOTNOTES

Applicable to Negotiated Rates

15/ [Bill Barrett] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub	25,000	Those Points east of	
Service-Questar		PEPL-Missouri and	25,000
		west of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub		Texas Eastern Transmission	
Service-Questar	25,000	Lebanon, OH	15,000
		Dominion Transmission	
		Lebanon, OH	10,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub		Tennessee Gas Pipeline	
Service-Questar	25,000	Muskingum County, OH	5,000
		Texas Eastern Transmission	
		Clarington, OH	15,000
		Dominion Transmission	
		Clarington, OH	5,000

FOOTNOTES
Applicable to Negotiated Rates

- 16/ [BP Energy] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Echo Springs	100,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	100,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Echo Springs	100,000	Texas Eastern Transmission Lebanon, OH	40,000
		Columbia Gas Transmission Lebanon, OH	30,000
		Dominion Transmission Lebanon, OH	30,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Echo Springs	100,000	Columbia Gas Transmission Fairfield, OH	30,000
Meeker Mainline	200,000	Columbia Gas Transmission Lebanon, OH	30,000
		Columbia - Columbus, OH	20,000
		Cincinnati Gas and Electric	20,000
		Dominion Transmission Clarington, OH	30,000
		Dominion East Ohio Gas, Clarington, OH	30,000
		Dominion Transmission Lebanon, OH	30,000
		Texas Eastern Transmission Clarington, OH	30,000
		Texas Eastern Transmission Lebanon, OH	30,000
		Tennessee Gas Pipeline Muskingum County	30,000
		Vectren-Dayton	20,000

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FOOTNOTES

Applicable to Negotiated Rates

17/ [ConocoPhillips] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Those Points east of	
Meeker Hub Service		PEPL-Missouri and west	400,000
TransColorado	250,000	of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Texas Eastern Transmission	
		Lebanon, OH	200,000
Meeker Hub Service		Dominion Transmission	
TransColorado	250,000	Lebanon, OH	200,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Tennessee Gas Pipeline	
Meeker Hub Service		Muskingum County, OH	75,000
TransColorado	250,000	Texas Eastern Transmission	
		Clarington, OH	250,000
		Dominion Transmission	
		Clarington, OH	75,000

FOOTNOTES

Applicable to Negotiated Rates

18/ [EnCana] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$18.4508 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary Receipt Points</u>	<u>MDRQ</u>	<u>Primary Delivery Points</u>	<u>MDDQ</u>
Cheyenne Hub	500,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	500,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$21.4924 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary Receipt Points</u>	<u>MDRQ</u>	<u>Primary Delivery Points</u>	<u>MDDQ</u>
Cheyenne Hub	500,000	Texas Eastern, Lebanon, OH Columbia Gas Transmission Lebanon, OH Dominion Transmission Lebanon, OH	250,000 50,000 200,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$24.2299 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary Receipt Points</u>	<u>MDRQ</u>	<u>Primary Delivery Points</u>	<u>MDDQ</u>
Cheyenne Hub	500,000	Tennessee Gas Pipeline Muskingum County, OH Texas Eastern Transmission Clarington, OH Dominion Transmission Clarington, OH Dominion East Ohio Gas Clarington, OH	200,000 250,000 25,000 25,000

In accordance with the provisions of Section 33.8 of the General Terms and Conditions of this Tariff, Shipper's negotiated fuel percentage for Zone 2 and Zone 3 shall not exceed 3%.

FOOTNOTES

Applicable to Negotiated Rates

19/ [EOG Resources] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	50,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Texas Eastern Transmission Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u> <u>Receipt Points</u>	<u>MDRQ</u>	<u>Primary</u> <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Texas Eastern Transmission Clarington, OH	50,000

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FOOTNOTES
Applicable to Negotiated Rates

20/ [Semptra] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary Receipt Points	MDRQ	Primary Delivery Points	MDDQ
Meeker Hub Receipt	100,000	Those Points east of	
Opal-WFS	100,000	PEPL-Missouri and west	200,000
		of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary Receipt Points	MDRQ	Primary Delivery Points	MDDQ
Opal-WFS	100,000	Texas Eastern Transmission	
Meeker Hub Receipt	100,000	Lebanon, OH	100,000
		Columbia Gas Transmission	
		Lebanon, OH	50,000
		Dominion Transmission	
		Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary Receipt Points	MDRQ	Primary Delivery Points	MDDQ
Opal-WFS	100,000	Tennessee Gas Pipeline	
Meeker Hub Receipt	100,000	Muskingum County, OH	70,000
		Texas Eastern Transmission	
		Clarington, OH	70,000
		Dominion Transmission	
		Clarington, OH	20,000
		Columbia Gas Transmission	
		Fairfield County, OH	20,000
		Dominion East Ohio Gas	
		Clarington, OH	20,000

FOOTNOTES

Applicable to Negotiated Rates

- 21/ [Ultra] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Those Points east of	
Opal-Teppco	50,000	PEPL-Missouri and west	200,000
	NNG-NE	of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Texas Eastern Transmission	
Opal-Teppco	50,000	Lebanon, OH	50,000
		Columbia Gas Transmission	
		Lebanon, OH	50,000
		Dominion Transmission	
		Lebanon, OH	50,000
		Texas Gas Transmission	
		Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Dominion East Ohio Gas	
Opal-Teppco	50,000	Clarington, OH	50,000
		Texas Eastern Transmission	
		Clarington, OH	50,000
		Dominion Transmission	
		Clarington, OH	50,000
		Columbia Gas Transmission	
		Fairfield County, OH	50,000

For a period of two years, Shipper has the right to an increase in FT capacity up to the remaining unsubscribed capacity on the Project at the Shipper's negotiated rate for Zone 1 to Zone 3, subject to the results of any applicable open season and subject to a pro rata allocation based on the underlying MDQ among any other Foundation or Anchor Shippers with similar rights. Any resulting FTSA is for a minimum term of ten years.

FOOTNOTES

Applicable to Negotiated Rates

- 22/ [USMMS] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	50,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Texas Eastern Transmission Lebanon, OH	40,000
		Dominion Transmission Lebanon, OH	10,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Tennessee Gas Pipeline Muskingum County, OH	10,000
		Texas Eastern Transmission Clarington, OH	30,000
		Dominion Transmission Clarington, OH	10,000

FOOTNOTES

Applicable to Negotiated Rates

23/ **[Yates]** From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$21.4133 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
WIC-Cheyenne Hub	28,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	28,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$22.9342 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
WIC-Cheyenne Hub	28,000	Dominion Transmission Lebanon, OH	28,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$25.6717 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary <u>Receipt Points</u>	<u>MDRQ</u>	Primary <u>Delivery Points</u>	<u>MDDQ</u>
WIC-Cheyenne Hub	28,000	Tennessee Gas Pipeline Muskingum County, OH	8,000
		Texas Eastern Transmission Clarington, OH	15,000
		Dominion Transmission Clarington, OH	5,000

RATE SCHEDULE FTS

8. OVERRUN SERVICE

8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the FTS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. Requests for Overrun Service shall be subject to the Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by the MDRQ, MDDQ or MDQ in the FTS Agreement), either by zone or in total, but not both. Utilization by Shipper which exceeds its Capacity rights shall constitute Overrun Service provided by Transporter and Shipper shall incur Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Overrun Service set forth in this Tariff, unless otherwise agreed in writing.

8.2 For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an FTS Agreement, which exceeds the MDQ on any Day under such FTS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of Receipt or Delivery Point, as applicable:

East of:		West or South of and including:	Index
		Wamsutter	CIG, Rocky Mountains
Wamsutter		Cheyenne	Cheyenne Hub
Cheyenne		PEPL-Audrain County, MO	Northern demarc
PEPL		Tuscola	Chicago city-gates
Tuscola		Clarington	Columbia Gas, Appalachia

Issued by: Robert F. Harrington, Vice President

Issued on:

Effective on:

RATE SCHEDULE ITS

8. OVERRUN SERVICE

8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. Requests for Overrun Service shall be subject to the Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by MDQ), either by zone or in total, but not both. Utilization by Shipper which exceeds its Capacity rights shall constitute Overrun Service provided by Transporter and Shipper shall incur Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Overrun Service set forth in this Tariff unless otherwise agreed.

8.2 For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an ITS Agreement, which exceeds Shipper's Nomination on any Day under such ITS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of Receipt or Delivery Point, as applicable:

East of:	West or South of	Index
	and Including:	
Wamsutter	Wamsutter	CIG, Rocky Mountains
Cheyenne	Cheyenne	Cheyenne Hub
PEPL	PEPL-Audrain County, MO	Northern, demarc
Tuscola	Tuscola	Chicago city-gates
	Clarington	Columbia Gas, Appalachia

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RATE SCHEDULE PALS

6. RATE (Contd.)

6.2 Overrun Service (Contd.)

- B. For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under a PALS Agreement, which exceeds Shipper's Nomination on any Day under such PALS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of PALS RO Point as applicable:

East of:	West or South of and Including:	Index
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern demarc
PEPL	Tuscola	Chicago city-gates
Tuscola	Clarington	Columbia Gas, Appalachia

- C. Such Unauthorized Overrun Service Charge shall only be assessed during the Directional Notice, Critical Time and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 36 of the General Terms and Conditions of this Tariff. The Unauthorized Overrun Service Charge billed and collected by Transporter shall be refunded, net of cost, pursuant to Section 37 of the General Terms and Conditions of this Tariff.
- D. In each instance when a Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.

RATE SCHEDULE PALS

8. MANDATORY BALANCING (Contd.)

8.4 A. In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining Balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. For each Day during the period between the end of the contract term and either the removal by Shipper of the remaining balance or the forfeiture of Gas to Transporter, Shipper shall pay Transporter the maximum applicable PALS balance rate pursuant to this Tariff, unless such other applicable balance rate is agreed to in the PALS agreement.

B. Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned Balance at 150% of the highest Daily Price Survey, Midpoint Price for the indices specified below, as published in "Platt's Gas Daily," under the "Midpoint" column, during the period of time the Gas is scheduled to be returned pursuant to the applicable PALS RO.

Location of PALS RO Point as applicable:

East of:	West or South of	
	and Including:	Index
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern demarc
PEPL	Tuscola	Chicago city-gates
Tuscola	Clarington	Columbia Gas, Appalachia

The amounts collected in excess of 100% of the highest daily price, as applicable, net of costs, are subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest penalty charges set forth in Section 37 of the General Terms and Conditions of this Tariff.

GENERAL TERMS AND CONDITIONS

11. IMBALANCES, PURCHASE AND SALE OF GAS AND ACQUISITION OF OFF-SYSTEM CAPACITY (Contd.)

11.3 CASHOUT PROCEDURES (Contd.)

C. (Contd.)

- (2) For Gas owed Shipper (positive Imbalances), the MIP shall be the lowest of the weekly average prices for the applicable location indicated below for the Month in which the Imbalance occurred.

Operational Impact Area as applicable:

East of:	West or South of and including:	Index
	Wamsutter	ROCKIES, CIG
Wamsutter	Cheyenne	ROCKIES, Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	GREAT PLAINS, NNG Demarc
PEPL	Tuscola	UPPER MIDWEST, Chicago Citygate
Tuscola	Clarington	APPALACHIA, Col. Gas, App. Pool

- D. Following the period for offsetting Imbalances, Shippers with remaining Imbalances shall pay Transporter or will be credited with the appropriate cashout amounts, unless otherwise agreed to in writing by Transporter.
- E. In each instance when a Shipper(s) must cashout its remaining Operational Impact Area Imbalance(s), Transporter shall have the right to review the circumstances surrounding such remaining Imbalance and, in its judgment, may waive all or a portion of the cashout amount. Any such waiver shall be granted on a non-discriminatory basis to all Shippers from whom cashout amounts were collected in that instance.
- F. In the event "Natural Gas Week" becomes unavailable, Transporter shall request authorization from the Commission to substitute another publication and, upon approval, shall substitute information posted in the approved publication for similar indices. The Monthly Index Price shall be reported on Transporter's Interactive Website no later than 5:00 p.m. CCT on the tenth business Day of the Month following the production Month.

Issued by: Robert F. Harrington, Vice President

Issued on:

Effective on:

Marked Versions of Tariff Sheets

PRELIMINARY STATEMENT

Rockies Express Pipeline LLC hereinafter referred to as "Transporter", "Transmission Provider," "Transportation Service Provider" or "TSP," is a "natural gas company" as defined by the Natural Gas Act (52 Stat. 821, 15 U.S.C. Section 717-717w) and, as such, is subject to the jurisdiction of the Federal Energy Regulatory Commission, hereinafter referred to as "FERC" or "Commission." As used herein, "Transporter" shall not include any affiliates of Rockies Express Pipeline LLC.

Transporter is organized and existing under the laws of the state of Delaware and provides transportation service to Shippers that have executed a Transportation Service Agreement ("TSA") in the form contained in this Tariff.

Transporter's transmission facilities commence from Opal receipt points located in —Lincoln County, Wyoming, and the Meeker receipt points located in Rio Blanco County, Colorado, and extend easterly to a variety of delivery locations through the states of Colorado, Wyoming, Nebraska—and—Missouri, Illinois, Indiana and Ohio.

This ~~Federal Energy Regulatory Commission~~ FERC Gas Tariff, Volume No. 1, includes statements of rates, rate schedules, general terms and conditions, and forms of Service Agreements for firm, interruptible and peak and loan transportation service provided by Transporter according to 18 C.F.R. Part 284, Subparts B and G.

Rockies Express Pipeline LLC
Pro Forma Second Revised Volume No. 1

Pro Forma First Revised Sheet No. 4
Original Sheet No. 4
Effective: January 1, 2008
Issued: May 31, 2006
Page 1

Sheet No. 4 contains a map that is not filed electronically.

CURRENTLY EFFECTIVE RATES 1/

Rate Schedule FTS (Firm Transportation Service) 3/

<u>Receipt</u> <u>Delivery-Zone 2/Receipt-Zone 2/</u>	<u>Delivery</u> <u>Zone 2/</u>	<u>Maximum</u> <u>Reservation</u>	<u>Maximum</u> <u>Commodity</u>	<u>Minimum</u> <u>Commodity</u>
Zone 1	Zone 1	\$7.0720	\$0.0030	\$0.0030
	Zone 2	\$23.5546	\$0.0049	\$0.0049
	Zone 3	\$41.3343	\$0.0074	\$0.0074
Zone 2	Zone 1	\$23.5546	\$0.0049	\$0.0049
	Zone 2	\$16.4826	\$0.0019	\$0.0019
	Zone 3	\$34.2623	\$0.0044	\$0.0044
Zone 3	Zone 1	\$41.3343	\$0.0074	\$0.0074
	Zone 2	\$34.2623	\$0.0044	\$0.0044
	Zone 3	\$17.7797	\$0.0025	\$0.0025

Rate Schedule ITS (Interruptible Transportation Service)

Zone 1	Zone 1	\$0.2355	\$0.0030
	Zone 2	\$0.7793	\$0.0049
	Zone 3	\$1.3663	\$0.0074
Zone 2	Zone 1	\$0.7793	\$0.0049
	Zone 2	\$0.5438	\$0.0019
	Zone 3	\$1.1308	\$0.0044
Zone 3	Zone 1	\$1.3663	\$0.0074
	Zone 2	\$1.1308	\$0.0044
	Zone 3	\$0.5870	\$0.0025

Authorized Overrun Service Charge (FTS & ITS)

The Authorized Overrun Service Charge for all Shippers shall be the applicable ITS maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDQ.

Unauthorized Overrun Service Charge (FTS & ITS)

The Unauthorized Overrun Service Charge for all Shippers shall be the applicable ITS maximum commodity rate per Dth of Gas applicable to all Gas delivered over the Shipper's MDQ plus the applicable charges specified in Section 8.2 of Rate Schedules FTS and ITS.

FOOTNOTES

Applicable to Rates stated on Sheet No. 5

- 1/ Reservation Rates are \$/Dth of MDQ/Month; Commodity and Overrun Service Charge Rates are \$/Dth. Any separately stated fees and/or charges are in addition to the rates stated herein.
- 2/ Zone 1 shall encompass all points west of and including the Cheyenne Hub, located in Weld County, Colorado.
Zone 2 shall encompass all points east of the Cheyenne Hub to and including the PEPL Interconnect, located in Audrain County, Missouri.
Zone 3 shall encompass all points east of the PEPL Interconnect, located in Audrain County, Missouri, to and including delivery points in Clarington, Ohio.
- 3/ The 100% load factor rate for FTS is equivalent to the ITS maximum commodity rate applicable to each zone or combination of zones.

CURRENTLY EFFECTIVE RATES 1/

ITS/FTS Fuel and Lost and
Unaccounted-for Reimbursement Percentages 4/

<u>Receipt Zone 2/</u>	<u>Delivery Zone 2/</u>	<u>Maximum Percentage</u>	<u>Minimum Percentage 3/</u>
Zone 1	Zone 1	0.62 1.00%	0.15%
	Zone 2	1.92 2.49%	0.15%
	Zone 3	3.96%	0.15%
Zone 2	Zone 1	1.92%	0.15%
	Zone 2	1.30 1.64%	0.15%
	Zone 3	3.11%	0.15%
Zone 3	Zone 3	1.62%	0.15%

- 1/ Fuel and Lost and Unaccounted-for Reimbursement Percentages ("FL&U %") shall be applied to and retained from volumes received into Transporter's System. This percentage is subject to adjustment in accordance with Section 38 of the General Terms and Conditions of this Tariff. Any separately stated fees and/or charges are in addition to the FL&U % stated above.
- 2/ Zone 1 shall encompass all points west of and including the Cheyenne Hub located in Weld County, Colorado.
Zone 2 shall encompass all points east of the Cheyenne Hub, to and including the PEPL Interconnect, located in Audrain County, Missouri.
Zone 3 shall encompass all points east of the PEPL Interconnect, located in Audrain County, Missouri, to and including delivery points in Clarington, Ohio.
- 3/ The minimum applicable FL&U percentage reflects only the L&U portion of the rate, ~~and shall apply to any backhauls within a single zone.~~
- 4/ The L&U component of the above stated rates is 0.15%, and shall apply to backhauls. ~~Backhauls through multiple zones shall be subject to the above stated L&U component and actual Fuel consumed in performing the transaction, if any, as determined by Transporter and as posted on Transporter electronic website, unless otherwise negotiated pursuant to Section 33 (Negotiated Rates) of the General Terms and Conditions of this Tariff.~~

CURRENTLY EFFECTIVE RATES 1/, 2/

	Rate per Dth	
	Maximum	Minimum

Zone 1 Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.2355	\$0.0000
Park/Loan Balance Rate	\$0.1178	\$0.0000
Completion Rate	\$0.2355	\$0.0000
Zone 1 Overrun Service Charge (PALS)		

Initial Rate	\$0.2355	\$0.0000
Park/Loan Balance Rate	\$0.2355	\$0.0000
Completion Rate	\$0.2355	\$0.0000
Zone 2 Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.5438	\$0.0000
Park/Loan Balance Rate	\$0.2719	\$0.0000
Completion Rate	\$0.5438	\$0.0000
Zone 2 Overrun Service Charge (PALS)		

Initial Rate	\$0.5438	\$0.0000
Park/Loan Balance Rate	\$0.5438	\$0.0000
Completion Rate	\$0.5438	\$0.0000
Zone 3 Rate Schedule PALS (Park and Loan Service)		

<u>Initial Rate</u>	<u>\$0.5870</u>	<u>\$0.0000</u>
<u>Park/Loan Balance Rate</u>	<u>\$0.2935</u>	<u>\$0.0000</u>
<u>Completion Rate</u>	<u>\$0.5870</u>	<u>\$0.0000</u>
Zone 3 Overrun Service Charge (PALS)		

<u>Initial Rate</u>	<u>\$0.5870</u>	<u>\$0.0000</u>
<u>Park/Loan Balance Rate</u>	<u>\$0.5870</u>	<u>\$0.0000</u>
<u>Completion Rate</u>	<u>\$0.5870</u>	<u>\$0.0000</u>

1/ Commodity and Overrun Service Charges are \$/Dth.

2/ PALS rates are derived from Interruptible Transportation Rates reflected on the applicable rate sheet of this Tariff.

CURRENTLY EFFECTIVE RATES 1/, 2/

	Rate per Dth	
	Maximum	Minimum

System-Wide Rate Schedule PALS (Park and Loan Service)		

Initial Rate	\$0.7793 <u>1.3663</u>	\$0.0000
Park/Loan Balance Rate	\$0.3897 <u>0.6832</u>	\$0.0000
Completion Rate	\$0.7793 <u>1.3663</u>	\$0.0000

System-Wide Overrun Service Charge (PALS)

Initial Rate	\$0.7793 <u>1.3663</u>	\$0.0000
Park/Loan Balance Rate	\$0.7793 <u>1.3663</u>	\$0.0000
Completion Rate	\$0.7793 <u>1.3663</u>	\$0.0000

Note: The Overrun Service Charge shall be applied pursuant to Section 6.2 of the PALS Rate Schedule, plus any other applicable charges specified in Rate Schedule PALS.

- 1/ Commodity and Overrun Service Charges are \$/Dth.
2/ PALS rates are derived from Interruptible Transportation Rates reflected on the applicable rate sheet of this Tariff.

STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Bill Barrett Corporation (FT) 2/7 7/	1/1/2008 to 12/31/2017	25,000	24.1508 1/ 15/	4/	Meeker Mainline 15/	PEPL Missouri 15/
BP Energy Company (FT) 5/ 3/	1/1/2008 to 12/31/2017	100,000 16/	23.5425 1/ 16/	4/	3/ 16/	316/
ConocoPhillips Company (FT) 2/ 9/	1/1/2008 to 12/31/2017	400,000	23.5425 1/ 17/	4/	10/ 17/	PEPL 17/ Missouri

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
EnCana Marketing (USA), Inc. (FT) 6/, 3/	1/1/2008 to 12/31/2017	436,000 <u>500,000</u>	19,77085.5967 1/	4/	Meeker-Enterprise	PEPL-Cheyenne MissouriHub
EnCana Marketing (USA), Inc. (FT) 6/, 3/	1/1/2008 to 12/31/2018	18/	1/, 18/	4/	18/	18/
EOG Resources, Inc. (FT) 2/	1/1/2008 to 12/31/2017	50,000	24,1508 1/, 19/	4/	Opel- WTS19/	PEPL- Missouri19/
Sempra Rockies Marketing, LLC (FT) 2/-5/	1/1/2008 to 12/31/2017	174,00020/	23,5425 1/, 20/	4/	11/20/	PEPL-20/ Missouri

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West-Facilities.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Ultra Resources, Inc. (FT) 2/7-5/	1/1/2008 to 12/31/2017	200,000	23.5425 1/ 21/	4/	13/21/	13/21/
U.S. Minerals Management Service (FT) 3/	1/1/2008 to 12/31/2017	50,000	24.1508 1/ 22/	4/	09-1-22/ WFS	PEPL-22/ Missouri
Wyoming Natural Gas Pipeline Authority (FT) 3/7-5/	1/1/2008 to 12/31/2017	28,000	23.5425 1/	4/	3/	3/
Yates Petroleum Corporation (FT) 2/7-8/	1/1/2008 to 12/31/2017	27,000 12/	24.1508 1/ 12/	4/	12/	PEPL-12/ Missouri
Yates Petroleum Corporation (FT) 8/	1/1/2008 to 12/31/2017	23/	1/ 23/	4/	23/	23/

* For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West Facilities.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

STATEMENT OF NEGOTIATED RATES*

Shipper/Rate Schedule Identification	Contract Term**	MDQ	Reservation Rate (\$/Dth of MDQ/Month)***	Commodity Rate (\$/Dth)	Primary Receipt Pts.	Primary Delivery Pts.
Berry Petroleum Company (FT) 2/7-1410/	1/1/2008 to 12/31/2017	10,000	24.15001/, 13/	4/	Meeker-13/ Enterprise	BBPL-13/ Missouri
Arrowhead Resources (U.S.A.) Ltd. (FT) 2/7-1410/	1/1/2008 to 12/31/2017	10,000	24.15001/, 13/	4/	Opal-13/ WFS	BBPL-13/ Missouri
Coral Energy Resources L.P. (FT) 2/, 1410/	1/1/2008 to 12/31/2017	28,000	8.2125 1/	4/	Opal- WFS	Cheyenne- Trailblazer

** For purposes of the footnotes to these Statement of Negotiated Rates tariff sheets, the term "Lebanon Hub" is intended to include the interconnections in Warren County, Ohio, with Columbia Gas Transmission, Dominion Transmission, Inc., Texas Eastern Transmission Company, and Texas Gas Transmission.

** Contract term is based on the currently projected in-service date of REX-West Facilities.

*** Rate reflects the equivalent monthly negotiated reservation rate which was stated in the precedent agreements as a 100% load factor negotiated reservation rate.

FOOTNOTES
Applicable to Negotiated Rates

- 1/ Shipper's negotiated reservation rate provides for access to the Overthrust Lease Facilities, either on a primary or secondary basis. The otherwise applicable maximum recourse reservation rate for comparable service on REX-West using the Overthrust Lease Facilities would be ~~\$27.4297 (\$0.906745.2094 (\$1.4937~~ stated on a 100% load factor basis) per Dth of MDQ per month.
- ~~2/ This agreement does not deviate in any material aspect from the form of service agreement2/~~ Reserved for future use.
- 3/ This agreement does not conform to the Form of Service Agreement contained in this Tariff and is therefore on file with the Commission.
- 4/ The Commodity Rate and FL&U% shall be those which are set forth on Transporter's currently effective statement of rates for the applicable rate schedule.
- 5/ This Shipper has been designated as an Anchor Shipper and afforded all Anchor Shipper rights as defined and set forth in the General Terms and Conditions of this Tariff.
- 6/ This Shipper has been designated as a Foundation Shipper and afforded all Foundation Shipper rights as defined and set forth in the General Terms and Conditions of this Tariff.
- 7/ Shipper will also pay for use of the Meeker Hub Facilities at a monthly negotiated reservation rate of \$0.98858365 (\$0.03250275 stated on a 100% load factor basis, subject to reduction pursuant to the Most Favored Nations clause contained in the Shipper's FTSA) per Dth of MDQ per month, plus the applicable Meeker Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.
- 8/ Shipper will also pay for use of the Cheyenne Hub Facilities for receipt of 24,000 Dth per Day at a monthly negotiated reservation rate of \$0.9125 (\$0.0300 stated on a 100% load factor basis, not to exceed the applicable maximum recourse rate) per Dth of MDQ per month, plus the applicable Cheyenne Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.
- 9/ Shipper will also pay for use of the Meeker Hub Facilities for MDQ of 250,000 Dth per Day at a monthly negotiated reservation rate of \$0.8365 (\$0.0275 stated on a 100% load factor basis) per Dth of MDQ per month, plus the applicable Meeker Hub Facilities Commodity Rates and FL&U%, pursuant to this Tariff.

FOOTNOTES
Applicable to Negotiated Rates

10/ ~~Shipper's quantities have been designated for receipt at the following Points:~~

Primary	
Receipt Points	MDRQ
Meeker Mainline	250,000
Opal WFS	150,000

11/ ~~Shipper's quantities have been designated for receipt at the following Points:~~

Primary	
Receipt Points	MDRQ
Meeker Mainline	87,000
Opal WFS	87,000

12/ ~~Shipper's quantities have been designated for receipt at the following Points:~~

Primary	
Receipt Points	MDRQ
Opal Teepee	13,000
WIC Cheyenne Mainline	24,000

13/ ~~Shipper's quantities have been designated for receipt at the following Points:~~

Primary		Primary	
Receipt Points	MDRQ	Delivery Points	MDQ
Opal WFS	150,000	ANR KS	50,000
Opal Teepee	50,000	NGPL NE	50,000
		NNC NE	50,000
		PEPL Missouri	50,000

14/ Shipper receives the same rollover rights and Rights of First Refusal afforded to Anchor Shippers, as such rights are set forth in Sections 17.2 and 17.3J, respectively, of the General Terms and Conditions of this Tariff.

11/ Reserved for future use.

FOOTNOTES

Applicable to Negotiated Rates

12/ [Yates 1] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal Teppco</u>	<u>15,000</u>	<u>Those Points East of</u>	
		<u>PEPL-Missouri and West</u>	<u>15,000</u>
		<u>of the Lebanon Hub</u>	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal-Teppco</u>	<u>15,000</u>	<u>Dominion Transmission</u>	<u>15,000</u>
		<u>Lebanon, OH</u>	

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per dth of MDQ per month and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal-Teppco</u>	<u>15,000</u>	<u>Tennessee Gas Pipeline,</u>	
		<u>Muskingum County, OH</u>	<u>5,000</u>
		<u>Texas Eastern Transmission,</u>	
		<u>Clarington Hub</u>	<u>10,000</u>

FOOTNOTES

Applicable to Negotiated Rates

13/ [Berry, Arrowhead] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal-WFS</u>	<u>10,000</u>	<u>Those Points east of</u>	
		<u>PEPL-Missouri and west</u>	<u>10,000</u>
		<u>of the Lebanon Hub</u>	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal-WFS</u>	<u>10,000</u>	<u>Texas Eastern Transmission</u>	
		<u>Lebanon, OH</u>	<u>10,000</u>

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>Opal-WFS</u>	<u>10,000</u>	<u>Texas Eastern Transmission</u>	
		<u>Clarington, OH</u>	<u>10,000</u>

FOOTNOTES

Applicable to Negotiated Rates

14/ Reserved for future use.

FOOTNOTES
Applicable to Negotiated Rates

15/ [Bill Barrett] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub	25,000	Those Points east of	
Service-Questar		PEPL-Missouri and	25,000
		west of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub		Texas Eastern Transmission	
Service-Questar	25,000	Lebanon, OH	15,000
		Dominion Transmission	
		Lebanon, OH	10,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub		Tennessee Gas Pipeline	
Service-Questar	25,000	Muskingum County, OH	5,000
		Texas Eastern Transmission	
		Clarington, OH	15,000
		Dominion Transmission	
		Clarington, OH	5,000

FOOTNOTES

Applicable to Negotiated Rates

16/ [BP Energy] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
Receipt Points	MDRO	Delivery Points	MDDO
Echo Springs	100,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	100,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
Receipt Points	MDRO	Delivery Points	MDDO
Echo Springs	100,000	Texas Eastern Transmission Lebanon, OH	40,000
		Columbia Gas Transmission Lebanon, OH	30,000
		Dominion Transmission Lebanon, OH	30,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

Primary		Primary	
Receipt Points	MDRO	Delivery Points	MDDO
Echo Springs	100,000	Columbia Gas Transmission Fairfield, OH	30,000
Meeker Mainline	200,000	Columbia Gas Transmission Lebanon, OH	30,000
		Columbia - Columbus, OH	20,000
		Cincinnati Gas and Electric	20,000
		Dominion Transmission Clarington, OH	30,000
		Dominion East Ohio Gas, Clarington, OH	30,000
		Dominion Transmission Lebanon, OH	30,000
		Texas Eastern Transmission Clarington, OH	30,000
		Texas Eastern Transmission Lebanon, OH	30,000
		Tennessee Gas Pipeline Muskingum County	30,000
		Vectren-Dayton	20,000

FOOTNOTES
Applicable to Negotiated Rates

17/ [ConocoPhillips] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Those Points east of	
Meeker Hub Service		PEPL-Missouri and west	400,000
TransColorado	250,000	of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Texas Eastern Transmission	
		Lebanon, OH	200,000
Meeker Hub Service		Dominion Transmission	
TransColorado	250,000	Lebanon, OH	200,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	150,000	Tennessee Gas Pipeline	
Meeker Hub Service		Muskingum County, OH	75,000
TransColorado	250,000	Texas Eastern Transmission	
		Clarington, OH	250,000
		Dominion Transmission	
		Clarington, OH	75,000

FOOTNOTES

Applicable to Negotiated Rates

18/ [EnCanal] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$18.4508 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
		<u>Those Points east of</u>	
<u>Cheyenne Hub</u>	<u>500,000</u>	<u>PEPL-Missouri and west</u>	<u>500,000</u>
		<u>of the Lebanon Hub</u>	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$21.4924 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
		<u>Texas Eastern,</u>	
<u>Cheyenne Hub</u>	<u>500,000</u>	<u>Lebanon, OH</u>	<u>250,000</u>
		<u>Columbia Gas Transmission</u>	
		<u>Lebanon, OH</u>	<u>50,000</u>
		<u>Dominion Transmission</u>	
		<u>Lebanon, OH</u>	<u>200,000</u>

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$24.2299 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
		<u>Tennessee Gas Pipeline</u>	
<u>Cheyenne Hub</u>	<u>500,000</u>	<u>Muskingum County, OH</u>	<u>200,000</u>
		<u>Texas Eastern Transmission</u>	
		<u>Clarington, OH</u>	<u>250,000</u>
		<u>Dominion Transmission</u>	
		<u>Clarington, OH</u>	<u>25,000</u>
		<u>Dominion East Ohio Gas</u>	
		<u>Clarington, OH</u>	<u>25,000</u>

In accordance with the provisions of Section 33.8 of the General Terms and Conditions of this Tariff, Shipper's negotiated fuel percentage for Zone 2 and Zone 3 shall not exceed 3%.

FOOTNOTES
Applicable to Negotiated Rates

19/ [EOG Resources] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDO</u>
Opal-WFS	50,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	50,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDO</u>
Opal-WFS	50,000	Texas Eastern Transmission Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDO</u>
Opal-WFS	50,000	Texas Eastern Transmission Clarington, OH	50,000

FOOTNOTES
Applicable to Negotiated Rates

20/ [Sempal] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Meeker Hub Receipt	100,000	Those Points east of	
Opal-WFS	100,000	PEPL-Missouri and west	200,000
		of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	100,000	Texas Eastern Transmission	
Meeker Hub Receipt	100,000	Lebanon, OH	100,000
		Columbia Gas Transmission	
		Lebanon, OH	50,000
		Dominion Transmission	
		Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	100,000	Tennessee Gas Pipeline	
Meeker Hub Receipt	100,000	Muskingum County, OH	70,000
		Texas Eastern Transmission	
		Clarington, OH	70,000
		Dominion Transmission	
		Clarington, OH	20,000
		Columbia Gas Transmission	
		Fairfield County, OH	20,000
		Dominion East Ohio Gas	
		Clarington, OH	20,000

FOOTNOTES

Applicable to Negotiated Rates

21/ [Ultra] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$28.4092 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDO</u>	<u>Delivery Points</u>	<u>MDO</u>
Opal-WFS	150,000	Those Points east of	
Opal-Teppco	50,000	PEPL-Missouri and west	200,000
	NNG-NE	of the Lebanon Hub	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$29.9300 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDO</u>	<u>Delivery Points</u>	<u>MDO</u>
Opal-WFS	150,000	Texas Eastern Transmission	
Opal-Teppco	50,000	Lebanon, OH	50,000
		Columbia Gas Transmission	
		Lebanon, OH	50,000
		Dominion Transmission	
		Lebanon, OH	50,000
		Texas Gas Transmission	
		Lebanon, OH	50,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$32.6675 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDO</u>	<u>Delivery Points</u>	<u>MDO</u>
Opal-WFS	150,000	Dominion East Ohio Gas	
Opal-Teppco	50,000	Clarington, OH	50,000
		Texas Eastern Transmission	
		Clarington, OH	50,000
		Dominion Transmission	
		Clarington, OH	50,000
		Columbia Gas Transmission	
		Fairfield County, OH	50,000

For a period of two years, Shipper has the right to an increase in FT capacity up to the remaining unsubscribed capacity on the Project at the Shipper's negotiated rate for Zone 1 to Zone 3, subject to the results of any applicable open season and subject to a pro rata allocation based on the underlying MDO among any other Foundation or Anchor Shippers with similar rights. Any resulting FTSA is for a minimum term of ten years.

FOOTNOTES

Applicable to Negotiated Rates

22/ [USMMS] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$29.0175 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Those Points east of PEPL-Missouri and west of the Lebanon Hub	50,000

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$30.5383 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Texas Eastern Transmission Lebanon, OH	40,000
		Dominion Transmission Lebanon, OH	10,000

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$33.2758 per Dth of MDQ per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDQ</u>	<u>Delivery Points</u>	<u>MDDQ</u>
Opal-WFS	50,000	Tennessee Gas Pipeline Muskingum County, OH	10,000
		Texas Eastern Transmission Clarington, OH	30,000
		Dominion Transmission Clarington, OH	10,000

FOOTNOTES
Applicable to Negotiated Rates

23/ [Yates] From the in-service date of REX-East initial service until Transporter's system is in-service to the Lebanon Hub, Shipper's Reservation Rate shall be \$21.4133 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>WIC-Cheyenne Hub</u>	<u>28,000</u>	<u>Those Points east of</u>	
		<u>PEPL-Missouri and west</u>	<u>28,000</u>
		<u>of the Lebanon Hub</u>	

From the time Transporter's system is in-service to the Lebanon Hub until Transporter completes its system to Clarington, Ohio, Shipper's Reservation Rate shall be \$22.9342 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>WIC-Cheyenne Hub</u>	<u>28,000</u>	<u>Dominion Transmission</u>	
		<u>Lebanon, OH</u>	<u>28,000</u>

From the time Transporter's system is in service to Clarington, Ohio, until the expiration of this negotiated-rate contract, Shipper's Reservation Rate shall be \$25.6717 per Dth of MDO per month, and Shipper's quantities have been designated for Receipt and Delivery at the following Points:

<u>Primary</u>		<u>Primary</u>	
<u>Receipt Points</u>	<u>MDRO</u>	<u>Delivery Points</u>	<u>MDDQ</u>
<u>WIC-Cheyenne Hub</u>	<u>28,000</u>	<u>Tennessee Gas Pipeline</u>	
		<u>Muskingum County, OH</u>	<u>8,000</u>
		<u>Texas Eastern Transmission</u>	
		<u>Clarington, OH</u>	<u>15,000</u>
		<u>Dominion Transmission</u>	
		<u>Clarington, OH</u>	<u>5,000</u>

RATE SCHEDULE FTS

8. OVERRUN SERVICE

- 8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the FTS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. Requests for Overrun Service shall be subject to the Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by the MDRQ, MDDQ or MDQ in the FTS Agreement), either by zone or in total, but not both. Utilization by Shipper which exceeds its Capacity rights shall constitute Overrun Service provided by Transporter and Shipper shall incur Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Overrun Service set forth in this Tariff, unless otherwise agreed in writing:
- 8.2 For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an FTS Agreement, which exceeds the MDQ on any Day under such FTS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of Receipt or Delivery Point, as applicable:

<u>East of:</u>	<u>West or South of and including:</u>	<u>Index</u>
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern Demare <u>demarc</u>
<u>PEPL</u>	<u>Tuscola</u>	<u>Chicago city-gates</u>
<u>Tuscola</u>	<u>Clarrington</u>	<u>Columbia Gas, Appalachia</u>

RATE SCHEDULE ITS

8. OVERRUN SERVICE

- 8.1 Upon request of Shipper, Transporter may (but is not obligated to) receive, transport, and deliver on any Day, quantities of Gas in excess of Shipper's MDQ under the ITS Agreement when, in Transporter's reasonable judgment, the Capacity and operating capability of its System will permit such receipt, transportation and delivery without impairing the ability of Transporter to meet its other obligations. Requests for Overrun Service shall be subject to the Overrun Service priorities set forth in the General Terms and Conditions of this Tariff. Shipper may utilize Primary and Secondary Receipt and Delivery Points in accordance with the provisions of this tariff; however, such use may result in the Shipper exceeding its Capacity rights (as specified by MDQ), either by zone or in total, but not both. Utilization by Shipper which exceeds its Capacity rights shall constitute Overrun Service provided by Transporter and Shipper shall incur Overrun Service Charges as a result of such use. Shipper shall pay Transporter the maximum rate for Overrun Service set forth in this Tariff unless otherwise agreed.
- 8.2 For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under an ITS Agreement, which exceeds Shipper's Nomination on any Day under such ITS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of Receipt or Delivery Point, as applicable:

<u>East of:</u>	<u>West or South of and Including:</u>	<u>Index</u>
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern-Demare, demarc
PEPL	Tuscola	Chicago city-gates
Tuscola	Clarrington	Columbia Gas, Appalachia

RATE SCHEDULE PALS

6. RATE (Contd.)

6.2 Overrun Service (Contd.)

- B. For any Overrun Service hereunder which is not authorized, Shipper shall pay Transporter, in addition to the Overrun Service Charge, an Unauthorized Overrun Service Charge. Such Unauthorized Overrun Service Charge shall equal the amount of Gas in Dth tendered to Transporter or delivered to Shipper under a PALS Agreement, which exceeds Shipper's Nomination on any Day under such PALS Agreement, multiplied by two (2) times the daily index price for the Day on which the Unauthorized Overrun occurred, as published in "Platt's Gas Daily," under the "Midpoint" column, for the locations listed below:

Location of PALS RO Point as applicable:

<u>East of:</u>	<u>West or South of and Including:</u>	<u>Index</u>
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern Demarede
PEPL	Tuscola	Chicago city-gates
Tuscola	Clarington	Columbia Gas, Appalachia

- C. Such Unauthorized Overrun Service Charge shall only be assessed during the Directional Notice, Critical Time and Unilateral Action phases of Transporter's Operational Control Sequence, as defined in Section 36 of the General Terms and Conditions of this Tariff. The Unauthorized Overrun Service Charge billed and collected by Transporter shall be refunded, net of cost, pursuant to Section 37 of the General Terms and Conditions of this Tariff.
- D. In each instance when a Unauthorized Overrun Service Charge is incurred, Transporter shall have the right to review the circumstances surrounding the Unauthorized Overrun Service Charge incurrence and, in its judgment, may waive all or a portion of the Unauthorized Overrun Service Charges. Any such waiver shall be granted on a non-discriminatory basis to all Shippers that incurred an Unauthorized Overrun Service Charge in that instance. —Such waiver, if granted, shall be posted on Transporter's Interactive Website, as required by applicable FERC rules and regulations.

RATE SCHEDULE PALS

8. MANDATORY BALANCING (Contd.)

8.4 A. In the event that Shipper still has Gas parked at the end of the term of the PALS RO, Transporter will notify Shipper according to Section 8.3 above. If Shipper fails to comply with the notice pursuant to Sections 3 and 8.3 above, the remaining Balance shall be forfeited to Transporter, free and clear of any adverse claims. The realized value, net of applicable costs, of such forfeited Gas is subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. For each Day during the period between the end of the contract term and either the removal by Shipper of the remaining balance or the forfeiture of Gas to Transporter, Shipper shall pay Transporter the maximum applicable PALS balance rate pursuant to this Tariff, unless such other applicable balance rate is agreed to in the PALS agreement.

B. Conversely, if the Shipper has not redelivered Gas which was loaned by Transporter by the end of the term of the PALS RO or within the timeframe specified in the notice in Sections 3 and 8.3 above, the Shipper must purchase the unreturned Balance at 150% of the highest Daily Price Survey, Midpoint Price for the indices specified below, as published in "Platt's Gas Daily," under the "Midpoint" column, during the period of time the Gas is scheduled to be returned pursuant to the applicable PALS RO.

Location of PALS RO Point as applicable:

<u>East of:</u>	<u>West or South of and Including:</u>	<u>Index</u>
	Wamsutter	CIG, Rocky Mountains
Wamsutter	Cheyenne	Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	Northern Demarc <u>redemarc</u>
PEPL	Tuscola	Chicago city-gates
Tuscola	Clarrington	Columbia Gas, Appalachia

The amounts collected in excess of 100% of the highest daily price, as applicable, net of costs, are subject to refund in accordance with Section 37 of the General Terms and Conditions of this Tariff. If Operational Flow Orders are in effect on the date Shipper is required to comply with the notice, Shipper shall be subject to the highest penalty charges set forth in Section 37 of the General Terms and Conditions of this Tariff.

GENERAL TERMS AND CONDITIONS

11. IMBALANCES, PURCHASE AND SALE OF GAS AND ACQUISITION OF OFF-SYSTEM CAPACITY (Contd.)
11.3 CASHOUT PROCEDURES (Contd.)
C. (Contd.)

- (2) For Gas owed Shipper (positive Imbalances), the MIP shall be the lowest of the weekly average prices for the applicable location indicated below for the Month in which the Imbalance occurred.

Operational Impact Area as applicable:

<u>East of:</u>	<u>West or South of and including:</u>	<u>Index</u>
	Wamsutter	ROCKIES, CIG
Wamsutter	Cheyenne	ROCKIES, Cheyenne Hub
Cheyenne	PEPL-Audrain County, MO	GREAT PLAINS, NNG Demarc
PEPL	Tuscola	UPPER MIDWEST, Chicago
		<u>Citygate</u>
Tuscola	Clarington	APPALACHIA, Col. Gas,
		<u>App. Pool</u>

- D. Following the period for offsetting Imbalances, Shippers with remaining Imbalances shall pay Transporter or will be credited with the appropriate cashout amounts, unless otherwise agreed to in writing by Transporter.
- E. In each instance when a Shipper(s) must cashout its remaining Operational Impact Area Imbalance(s), Transporter shall have the right to review the circumstances surrounding such remaining Imbalance and, in its judgment, may waive all or a portion of the cashout amount. Any such waiver shall be granted on a non-discriminatory basis to all Shippers from whom cashout amounts were collected in that instance.
- F. In the event "Natural Gas Week" becomes unavailable, Transporter shall request authorization from the Commission to substitute another publication and, upon approval, shall substitute information posted in the approved publication for similar indices. The Monthly Index Price shall be reported on Transporter's Interactive Website no later than 5:00 p.m. CCT on the tenth business Day of the Month following the production Month.