

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
Letter Order Pursuant to §375.307
Midwestern Gas Transmission Company
Docket No. RP18-1079-000

Issued: September 13, 2018

Midwestern Gas Transmission Company
c/o ONEOK, Inc.,
100 West 5th Street
Tulsa, OK 74103

Attention: Ron M. Mucci, Vice President
Rates and Regulatory Affairs

Reference: Housekeeping Changes to FERC NGA Gas Tariff

Dear Mr. Mucci:

On August 23, 2018, Midwestern Gas Transmission Company filed tariff records¹ to its FERC NGA Gas Tariff to update references to its uniform resource locator and remove references to ONEOK Partners GP, L.L.C. The tariff records referenced in the Appendix are accepted effective September 24, 2018, as proposed.

Public notice of the filing was issued on August 29, 2018. Interventions and protests were due as provided in section 154.210 of the Commission's regulations (18 C.F.R. § 154.210 (2018)). Pursuant to Rule 214 (18 C.F.R. § 385.214 (2018)), all timely filed motions to intervene and any unopposed motion to intervene out-of-time filed before the issuance date of this order are granted. Granting late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

This acceptance for filing shall not be construed as a waiver of the requirements of section 7 of the Natural Gas Act, as amended; nor shall it be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule,

¹ See Appendix for a list of the tariff records.

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regulation, or practice affecting such rate or service contained in your tariff, nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against your company.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713 (2018).

Sincerely,



Marsha K. Palazzi, Director
Division of Pipeline Regulation

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Appendix

Midwestern Gas Transmission Company
FERC NGA Gas Tariff
Midwestern - FERC Gas Tariff

Tariff Records Accepted Effective September 24, 2018

[Tariff, Volume No. 1, 3.0.0](#)

[Part 4.0, System Map, 2.0.0](#)

[Part 7.31, Rate Schedule LMS-MA, 3.0.0](#)

[Part 7.32, Rate Schedule LMS-PA, 3.0.0](#)

[Part 8, Section 19, Information and Communications for Transportation Services, 4.0.0](#)

[Part 8, Section 24, Agency, 2.0.0](#)

Document Content(s)

RP18-1079-000.DOCX.....1-3



August 23, 2018

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Midwestern Gas Transmission Company
Tariff Volume No. 1
Proposed Tariff Change – Update URL
Docket No. RP18-1079-000

Dear Ms. Bose:

Pursuant to section 4 of the Natural Gas Act and Part 154 of the Federal Energy Regulatory Commission's (Commission) regulations, Midwestern Gas Transmission Company (Midwestern) respectfully submits for filing and acceptance the tariff records listed below for inclusion in its FERC Gas Tariff, Volume No. 1 (Tariff). The proposed tariff records are submitted to become effective September 24, 2018.

Tariff Title Sheet, Volume No. 1, v. 3.0.0
Part 4.0, System Map, v. 2.0.0
Part 7.31, Rate Schedule LMS-MA, v. 3.0.0
Part 7.32, Rate Schedule LMS-PA, v. 3.0.0
Part 8.19, Information and Communications for Transportation Services, v. 4.0.0
Part 8.24, Agency, v. 2.0.0

Statement of Nature, Reasons, and Basis for the Proposed Changes

In the instant filing, Midwestern proposes to update Tariff references to its uniform resource locator (URL) and remove references to ONEOK Partners GP, L.L.C. On June 30, 2017, ONEOK, Inc. announced that it had closed the acquisition of all outstanding common units of ONEOK Partners, L.P., it did not previously own, and that the merger of ONEOK Partners with a subsidiary of ONEOK, Inc. was effective as of June 30, 2017. As a result of the aforementioned transaction Midwestern proposes herein to revise its URL hostname from www.oneokpartners.com to www.oneok.com. Should the Commission accept Midwestern's proposed change customers may access Midwestern's website at www.oneok.com/mgt. Additionally, Midwestern has revised the Tariff Title Sheet to remove the reference to ONEOK Partners GP, L.L.C.

Ms. Kimberly D. Bose
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Materials Enclosed

In accordance with section 154.7 of the Commission's regulations, the following items are included in this filing:

1. an eTariff XML filing package containing the proposal in electronic format;
2. a transmittal letter in PDF format which incorporates the Statement of Nature, Reasons, and basis for the filing required by section 154.7(a)(6) of the Commission's regulations;
3. Appendix A – a clean version of the tariff records in PDF format for publishing in eLibrary; and
4. Appendix B – a marked version of the tariff records in PDF format for publishing in eLibrary.

Proposed Effective Date

Pursuant to section 154.7(a)(3) of the Commission's regulations, Midwestern respectfully requests that the tariff records submitted herewith be approved effective September 24, 2018, which date is at least thirty (30) days after receipt of this filing by the Commission. In accordance with section 154.7(a)(9) of the Commission's regulations, Midwestern hereby files a motion to place the proposed tariff records into effect at the end of any suspension period if one is so ordered by the Commission in this proceeding.

Waivers

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

Service and Correspondence

In accordance with section 154.208 of the Commission's regulations, the undersigned certifies that a copy of this filing has been served electronically on Midwestern's customers and affected state regulatory commissions. A paper copy of this filing may only be served if a customer has been granted waiver of electronic service pursuant to Part 390 of the Commission's regulations. In addition, a copy of this filing is available for public inspection during regular business hours at Midwestern's office at 100 West Fifth Street, Tulsa, Oklahoma 74103.

Pursuant to section 385.2005 and section 385.2011(c)(5) of the Commission's regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best knowledge and belief of the undersigned.

Ms. Kimberly D. Bose
August 23, 2018
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It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

Denise Adams Director, Rates and Regulatory Compliance ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 732-1408 Email: denise.adams@oneok.com	Lisa Nishimuta Managing Attorney, Interstate Regulatory ONEOK, Inc. 100 West 5th Street Tulsa, Oklahoma 74103 (918) 588-7730 Email: lisa.nishimuta@oneok.com
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Any questions regarding this filing may be directed to Denise Adams at (918) 732-1408.

Respectfully submitted,

/s/ Ron M. Mucci

Ron M. Mucci
Vice President, Rates and Regulatory Affairs
ONEOK, Inc.
100 West 5th Street
Tulsa, Oklahoma 74103

Attachments

Appendix A

Clean Tariff Records

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

Communications Concerning Tariff
Should be Addressed to:

Joshua Franks
Regulatory Analyst, Rates & Regulatory Affairs
E-mail: joshua.franks@oneok.com
Telephone: (918-588-7487
Facsimile: (918) 732-1363

Mailing Address:
MIDWESTERN GAS TRANSMISSION COMPANY
P. O. Box 871
Tulsa, Oklahoma 74102-0871

Address for Courier Delivery:
MIDWESTERN GAS TRANSMISSION COMPANY
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

Web Address: www.oneok.com/mgt

SYSTEM MAP

Midwestern's System Map may be viewed and downloaded on its web site, <http://www.oneok.com/mgt>, by selecting "Informational Postings" then "System Map" or at <http://www.oneok.com/mgt/mgtssystemmap.aspx>.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE – DELIVERY POINTS

1. AVAILABILITY

Company shall provide balancing services at Delivery Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement (for use at Delivery Points)(Delivery Point OBA) in the form set forth on Company's web site (www.oneok.com/mgt) under Customer Activities. A Delivery Point OBA will be available to:

- (a) the operator of connecting facilities at a Delivery Point(s) on Company's system; and
- (b) a market aggregator ("Aggregator") who has obtained written consent from Delivery Point operators that imposes responsibility on Aggregator for all scheduling and balancing at stated Delivery Points and that provides authority to Aggregator to change physical flows at stated Delivery Points upon notice from Company to the Aggregator.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Delivery Point OBA. A Delivery Point OBA may include all Delivery Points controlled by a single Balancing Party except that no OBA may cover Delivery Points under more than one firm transportation rate schedule. An Aggregator's Delivery Point OBA may include any Delivery Point where the maximum deliveries at any such point do not exceed 5,233 Dekatherms on any day.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be delivered at Delivery Points. The Balancing Party will notify affected Customers via the System by entering confirmations into the System, which are available for viewing by Customers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Customer to Scheduled Quantities.

Company agrees to perform as a Delivery Point operator on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipeline(s). To the extent Company incurs any imbalance charges, cash-outs, or penalties on such other pipelines, all such expenditures, except where negligently incurred by Company, shall be borne by Balancing Parties that are out of balance on Company's system in proportion to each Balancing Party's imbalance related to such other pipelines.

4. IMBALANCE NETTING AND TRADING

- (a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If a Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (b) Balancing Parties under this Rate Schedule and Supply Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-PA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Balancing Agreement or Rate Schedule SA Agreement to a point on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-PA whereby the Party under this Rate Schedule is trading an excess of actual deliveries relative to Scheduled Quantities with an excess of actual receipts relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-PA.

End-of-Month Trading

Balancing Parties and Supply Aggregators will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the applicable maximum authorized overrun rate associated with Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Customer the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or
- (iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

(b) Multiple Points of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at all of the interconnects specified in the Balancing Party's LMS-MA Agreement, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-MA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or
- (iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-MA Agreement, or
- (iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-MA Agreement, or
- (v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-MA Agreement to deviate from the current aggregate scheduled nomination for such interconnects without Company's consent.

(c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-MA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-MA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

5.2 Calculation

(a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to

the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that insufficient accurate SCADA data exist for such Gas Day to calculate a net pipeline position.

(b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-MA Agreement up to its ASQ.

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective Maximum Rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges (including costs that Company incurs in making such sales pursuant to Section 22 of the General Terms and Conditions), will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

6. MONTHLY IMBALANCES

- (a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Delivery Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between deliveries and Scheduled Quantities at Delivery Points covered by a Delivery Point OBA. Company shall divide the monthly imbalance by the sum of the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the monthly imbalance percentage to be cashed out as set forth below.
- (b) If the monthly imbalance percentage is due to a deficiency of deliveries relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to an excess of deliveries relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1000 Dekatherms shall be cashed out at the 0-5 percentage level. In addition to correcting the monthly imbalance in cash, the Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than Scheduled Quantities, or Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than Scheduled Quantities.

The "Transportation Component" shall be equal to:

- (i) Company's commodity rate under Rate Schedule(s) FT-A, FT-B, FT-C, FT-D or FT-GS, as applicable, multiplied by the monthly imbalance, plus
- (ii) an additional amount to cover Company's cost of gas for the system fuel use and lost and unaccounted for gas.

The additional amount shall be calculated by multiplying the Index Price by the amount of fuel necessary to transport the imbalance on the Company's system.

Schedule A

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

Schedule B

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

The Index Price shall be the monthly average of the daily, midpoint Tennessee, 500 Leg price as published in the "Daily price survey" of Platts *Gas Daily* for the month. The Index Price shall be posted on the System in a reasonable time after receipt of the final "Daily price survey" for the month. If the "Daily price survey" of Platts *Gas Daily* is no longer published, Company shall use an alternative publication to determine the spot price indices for calculation of the Index Price. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

(c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Party inaccurate balancing information) or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All Imbalance Charges received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties, and (iii) administrative costs will be credited against the Demand charges of all firm Customers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Customers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE – RECEIPT POINTS

1. AVAILABILITY

Company shall provide balancing services at Receipt Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement for use at receipt points (Receipt Point OBA) in the form set forth on Company's web site (www.oneok.com/mgt) under Customer Activities. A Receipt Point OBA will be available to the operator of connecting facilities at a Receipt Point(s) on Company's system.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Receipt Point OBA.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be received at Receipt Points. The Balancing Party will notify Customer and Company via the System by entering confirmations into the System, which are available for viewing by Customers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Customer to Scheduled Quantities.

4. IMBALANCE NETTING AND TRADING

- (a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (b) Balancing Parties under this Rate Schedule and Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-MA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Operational Balancing Agreement or Rate Schedule SA Agreement to a point on another agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-MA whereby the Party under this Rate Schedule is trading an excess of actual receipts relative to Scheduled Quantities with an excess of actual deliveries relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-MA.

End-of-Month Trading

Balancing Parties and Aggregators under Rate Schedule SA will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the

month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the maximum applicable authorized overrun rate associated with Company's Rate Schedule FT-A, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Customer the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or
- (iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

(b) Multiple Points of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-PA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or
- (iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-PA Agreement, or

- (iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or
 - (v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-PA Agreement to deviate from the current aggregate scheduled nomination for such interconnects without Company's consent.
- (c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-PA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-PA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

5.2 Calculation

- (a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that insufficient accurate SCADA data exist for such Gas Day to calculate a net pipeline position.

- (b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-PA Agreement up to its ASQ.

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of the Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges (including costs that Company incurs in making such sales pursuant to Section 22 of the General Terms and Conditions), will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

6. MONTHLY IMBALANCES

- (a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Receipt Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between receipts and Scheduled Quantities at receipt points covered by the Receipt Point OBA. Company shall divide the monthly imbalance by the sum of

the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the percent monthly imbalance to be cashed out as set forth below:

- (b) If the monthly imbalance percentage is due to an excess of receipts relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to a deficiency in receipts relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1,000 Dekatherms shall be cashed out at the 0-5 percentage level.

Schedule A

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

Schedule B

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

The Index Price shall be the monthly average of the daily, midpoint Tennessee, 500 Leg price as published in the "Daily price survey" of Platts *Gas Daily* for the month. The Index Price will be posted on the System in a reasonable time after receipt of the final "Daily price survey" for the month. If the "Daily price survey" of *Gas Daily* is no longer published, Company shall use an alternative publication to determine the spot price indices for calculation of the Index Price. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

- (c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries

shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Parties inaccurate balancing information), or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All imbalance charge revenues received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to, (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties and (iii) administrative costs will be credited against the demand charges of all firm Customers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Customers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

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

19. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

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

19.1 Access to Internet Web Site

Company shall provide access to Informational Postings and Customer Activities web sites via designated Internet web addresses.

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

Customer Services Department
Midwestern Gas Transmission Company
P.O. Box 871
Tulsa, Oklahoma 74102-0871

Phone Number: (918) 588-7745
Fax Number: (918) 588-7750

19.2 Informational Postings Web Site

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

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

Information on Company's Informational Postings web site shall be made available so as to permit users to download data to be used in their applications.

19.3 Customer Activities Site

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

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

- (c) Company agreements located on the Customer Activities web site (www.oneok.com/mgt) include the: (i) Operational Balancing Agreement (For use at Receipt Points(s)); (ii) Operational Balancing Agreement (For use at Delivery Points(s)); (iii) Operational Balancing Agreement (For Aggregator at Delivery Points(s)); (iv) Operational Balancing Agreement for Pipelines; (v) Master Electronic Transactions Agreement; (vi) Electronic Communication Agreement; (vii) Electronic Data Interchange Trading Partner Agreement and (viii) Agency Authorization Agreement.

19.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company. The Electronic Data Interchange Trading Partner Agreement and the Electronic Communication Agreement can be found on Company's web site (www.oneok.com/mgt) under Customer Activities. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement (NAESB Standard No. 6.3.3).

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

19.5 Service Complaints

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

24. AGENCY

A Customer may delegate to a third party (Agent), authority to exercise certain or all rights and perform certain or all obligations set forth in one or more agreements entered into between Customer and Company ("Delegated Agreements"). A Customer may delegate to Agent, the specific rights and obligations set forth above pursuant to the terms and conditions of the Agency Authorization Agreement and the terms and conditions of the underlying Delegated Agreements. A Customer may not delegate to more than one Agent the same rights and/or obligations for a Delegated Agreement(s) pursuant to the terms and conditions of the Agency Authorization Agreement.

Company, Customer and Agent must enter into an Agency Authorization Agreement provided on Company's web site (www.oneok.com/mgt) under Customer Activities. Such Agency Authorization Agreement must be submitted to Company at least two Business Days prior to the requested effective date. Agent shall have all rights and obligations under the Delegated Agreements as set forth in the Agency Authorization Agreement. Customer's delegation to its Agent(s) pursuant to this Section 24 shall not confer to either Customer or Agent(s) rights outside of or in contravention of the terms and conditions of the Delegated Agreements.

Company shall rely on communications and actions of Agent for all purposes that are within the authority conveyed by the Agency Authorization Agreement. Such communications with, and actions by, Agent that are within the authority conveyed by the Agency Authorization Agreement shall be deemed communications with or actions by Customer. Customer shall indemnify and hold Company harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Company's reliance on such communications and actions of Agent. If Agent fails to meet such obligations under the Delegated Agreements, then, without Company being obligated to proceed against such Agent, Customer shall be liable for all obligations under the Delegated Agreements.

A third party may administer and aggregate rights under multiple Delegated Agreements as the Agent for one or more Customer(s); provided however, that such Agent (i) shall separately administer and account for each Delegated Agreement, including without limitation submitting nominations and calculating any imbalances and (ii) shall utilize such Delegated Agreements for the transportation, supply aggregation or balancing of gas for only those Customers that have delegated the rights and obligations under their Delegated Agreements.

Appendix B
Marked Tariff Records

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

~~ONEOK Partners GP, L.L.C., its Operator~~

Communications Concerning Tariff
Should be Addressed to:

Joshua Franks
Regulatory Analyst, Rates & Regulatory Affairs
E-mail: joshua.franks@oneok.com
Telephone: (918-588-7487
Facsimile: (918) 732-1363

Mailing Address:
MIDWESTERN GAS TRANSMISSION COMPANY
P. O. Box 871
Tulsa, Oklahoma 74102-0871

Address for Courier Delivery:
MIDWESTERN GAS TRANSMISSION COMPANY
ONEOK Plaza
100 West 5th Street
Tulsa, Oklahoma 74103

Web Address: www.mgt.oneokpartnersoneok.com/mgt

SYSTEM MAP

| Midwestern's System Map may be viewed and downloaded on its web site, <http://www.mgt.oneokpartners.com/mgt>,
by selecting "Informational Postings" then "System Map" or at
| <http://mgtwww.oneokpartners.com/mgt/mgtssystemmap.aspx>.

RATE SCHEDULE LMS-MA
LOAD MANAGEMENT SERVICE – DELIVERY POINTS

1. AVAILABILITY

Company shall provide balancing services at Delivery Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement (for use at Delivery Points)(Delivery Point OBA) in the form set forth on Company's web site (www.mgt.oneokpartners.com/mgt) under Customer Activities. A Delivery Point OBA will be available to:

- (a) the operator of connecting facilities at a Delivery Point(s) on Company's system; and
- (b) a market aggregator ("Aggregator") who has obtained written consent from Delivery Point operators that imposes responsibility on Aggregator for all scheduling and balancing at stated Delivery Points and that provides authority to Aggregator to change physical flows at stated Delivery Points upon notice from Company to the Aggregator.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Delivery Point OBA. A Delivery Point OBA may include all Delivery Points controlled by a single Balancing Party except that no OBA may cover Delivery Points under more than one firm transportation rate schedule. An Aggregator's Delivery Point OBA may include any Delivery Point where the maximum deliveries at any such point do not exceed 5,233 Dekatherms on any day.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be delivered at Delivery Points. The Balancing Party will notify affected Customers via the System by entering confirmations into the System, which are available for viewing by Customers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Customer to Scheduled Quantities.

Company agrees to perform as a Delivery Point operator on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipeline(s). To the extent Company incurs any imbalance charges, cash-outs, or penalties on such other pipelines, all such expenditures, except where negligently incurred by Company, shall be borne by Balancing Parties that are out of balance on Company's system in proportion to each Balancing Party's imbalance related to such other pipelines.

4. IMBALANCE NETTING AND TRADING

- (a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If a Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (b) Balancing Parties under this Rate Schedule and Supply Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-PA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Balancing Agreement or Rate Schedule SA Agreement to a point on another Agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-PA whereby the Party under this Rate Schedule is trading an excess of actual deliveries relative to Scheduled Quantities with an excess of actual receipts relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-PA.

End-of-Month Trading

Balancing Parties and Supply Aggregators will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the applicable maximum authorized overrun rate associated with Company's Rate Schedule(s) FT-A, FT-B, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Customer the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or
- (iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

(b) Multiple Points of Interconnection Under LMS-MA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at all of the interconnects specified in the Balancing Party's LMS-MA Agreement, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-MA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or
- (iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-MA Agreement, or
- (iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-MA Agreement, or
- (v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-MA Agreement to deviate from the current aggregate scheduled nomination for such interconnects without Company's consent.

(c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-MA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-MA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

5.2 Calculation

(a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that insufficient accurate SCADA data exist for such Gas Day to calculate a net pipeline position.

(b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-MA Agreement up to its ASQ.

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective Maximum Rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges (including costs that Company incurs in making such sales pursuant to Section 22 of the General Terms and Conditions), will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

6. MONTHLY IMBALANCES

- (a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Delivery Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing Party shall "cash out" any imbalance between deliveries and Scheduled Quantities at Delivery Points covered by a Delivery Point OBA. Company shall divide the monthly imbalance by the sum of the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the monthly imbalance percentage to be cashed out as set forth below.
- (b) If the monthly imbalance percentage is due to a deficiency of deliveries relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to an excess of deliveries relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1000 Dekatherms shall be cashed out at the 0-5 percentage level. In addition to correcting the monthly imbalance in cash, the Balancing Party shall pay to Company the "Transportation Component" if deliveries are greater than Scheduled Quantities, or Company shall pay to Balancing Party the "Transportation Component" if deliveries are less than Scheduled Quantities.

The "Transportation Component" shall be equal to:

- (i) Company's commodity rate under Rate Schedule(s) FT-A, FT-B, FT-C, FT-D or FT-GS, as applicable, multiplied by the monthly imbalance, plus
- (ii) an additional amount to cover Company's cost of gas for the system fuel use and lost and unaccounted for gas.

The additional amount shall be calculated by multiplying the Index Price by the amount of fuel necessary to transport the imbalance on the Company's system.

Schedule A

<u>Monthly Imbalance Percentage</u>	<u>Company Pays Balancing Party the Following Percent of the Index Price</u>
0-5%	100%

>5-10%	85%
>10-15%	70%
>15-20%	60%
>20%	50%

Schedule B

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

The Index Price shall be the monthly average of the daily, midpoint Tennessee, 500 Leg price as published in the "Daily price survey" of Platts *Gas Daily* for the month. The Index Price shall be posted on the System in a reasonable time after receipt of the final "Daily price survey" for the month. If the "Daily price survey" of Platts *Gas Daily* is no longer published, Company shall use an alternative publication to determine the spot price indices for calculation of the Index Price. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

(c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Party inaccurate balancing information) or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the

total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All Imbalance Charges received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties, and (iii) administrative costs will be credited against the Demand charges of all firm Customers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Customers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

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

RATE SCHEDULE LMS-PA
LOAD MANAGEMENT SERVICE – RECEIPT POINTS

1. AVAILABILITY

Company shall provide balancing services at Receipt Points to persons (herein referred to as "Balancing Party") who have executed an Operational Balancing Agreement for use at receipt points (Receipt Point OBA) in the form set forth on Company's web site (www.mgt.oneokpartners.com/mgt) under Customer Activities. A Receipt Point OBA will be available to the operator of connecting facilities at a Receipt Point(s) on Company's system.

2. APPLICABILITY AND CHARACTER OF SERVICE

The terms, conditions and charges set forth in this Rate Schedule shall apply to all gas flowing through meters covered by a Receipt Point OBA.

3. SCHEDULING AND CONFIRMATION BY BALANCING PARTY

The Balancing Party will confirm nominations of the quantities to be received at Receipt Points. The Balancing Party will notify Customer and Company via the System by entering confirmations into the System, which are available for viewing by Customers, within the time specified in Subsection 3.6.1 of the General Terms and Conditions of any change in a nomination by Customer to Scheduled Quantities.

4. IMBALANCE NETTING AND TRADING

- (a) Based upon the best information available, a Balancing Party shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Balancing Party fails to take such corrective action, then Company may, upon 48 hours notice, adjust Balancing Party's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.
- (b) Balancing Parties under this Rate Schedule and Aggregators under Rate Schedule SA will be allowed to trade imbalances occurring during the month with other Parties that are subject to this Rate Schedule or Rate Schedule LMS-MA.

Mid-Month Trading

All imbalance trading occurring during the month that the imbalance(s) occurred must be effected through the nomination of mid-month make-up gas quantities. Any "receipt-to-delivery" imbalance trade may be effected by a Party nominating transportation from a point covered on its Operational Balancing Agreement or Rate Schedule SA Agreement to a point on another agreement where the trade will occur. A "receipt-to-delivery" imbalance trade is defined as any imbalance trade between a Party under this Rate Schedule and a Party under Rate Schedule LMS-MA whereby the Party under this Rate Schedule is trading an excess of actual receipts relative to Scheduled Quantities with an excess of actual deliveries relative to Scheduled Quantities incurred by a Party under Rate Schedule LMS-MA.

End-of-Month Trading

Balancing Parties and Aggregators under Rate Schedule SA will also be allowed to trade offsetting imbalances in the month following the month during which the imbalance occurred; provided that the Party notifies Company of the identities of the Parties agreeing to the trade, and the gas quantities to be traded, no later than seventeen Business Days after the end of the

month during which the imbalances occurred. For receipt-to-delivery imbalance trades after the month during which the imbalances occurred, the Parties agreeing to the trade must notify Company of the Party responsible for the transportation from point to point. If the Parties do not notify Company of the Party responsible for transportation, Company will hold the Party who traded the imbalance due Company responsible for the applicable transportation charges. To facilitate end-of-month imbalance trading, Company will provide for Parties to post their imbalances, and any information relevant to the trading thereof, on the System.

For mid-month and end-of-month trading, transportation charges for receipt-to-delivery imbalance trades will be based on the maximum applicable authorized overrun rate associated with Company's Rate Schedule FT-A, FT-C or FT-D.

When a netting and trading transaction results in an overpayment of transportation charges, Company shall reimburse the affected Customer the excess transportation charges in the subsequent billing cycle.

5. DAILY IMBALANCE CHARGE

5.1 Applicability

(a) Single Point of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at such interconnect, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at such interconnect but the capability has been disabled pursuant to a request by the Balancing Party, or
- (iii) The Balancing Party either lacks the ability to physically control receipt quantities from Company at such interconnect or utilizes its physical flow control capability to deviate from the current total scheduled nomination at such interconnect without Company's consent.

(b) Multiple Points of Interconnection Under LMS-PA Agreement

A Balancing Party shall be subject to a potential Daily Imbalance Charge if

- (i) Company lacks the ability to physically control delivered quantities to the Balancing Party at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or
- (ii) Company has the ability to physically control delivered quantities to the Balancing Party at one or more of the interconnects specified in the Balancing Party's LMS-PA Agreement but the capability has been disabled at such location(s) pursuant to a request by the Balancing Party, or
- (iii) Company lacks the ability to physically control delivered quantities to the Balancing Party at the specific interconnect designated to assume the imbalances by the Balancing Party (balancing "swing" interconnect) under the Balancing Party's LMS-PA Agreement, or

- (iv) The Balancing Party lacks the ability to physically control receipt quantities from Company at any of the interconnects specified in the Balancing Party's LMS-PA Agreement, or
 - (v) The Balancing Party utilizes its physical flow control capability at one or more interconnect locations specified in the Balancing Party's LMS-PA Agreement to deviate from the current aggregate scheduled nomination for such interconnects without Company's consent.
- (c) Listing of Balancing Parties Subject to Potential Daily Imbalance Charge

Company shall maintain a list on its Informational Postings web site of the Balancing Parties that are potentially subject to a Daily Imbalance Charge under Rate Schedule LMS-PA.

Company shall revise such posting within a Gas Day if the applicability of the Daily Imbalance Charge for a given Balancing Party changes due to change in flow control status at one or more interconnects under the Balancing Party's LMS-PA Agreement.

In addition, Company shall notify a Balancing Party listed pursuant to this Subsection, by phone, of any status change related to the applicability of the Daily Imbalance Charge at the time such change is made.

The amount of Balancing Party's imbalance at the end of a Gas Day will determine if the Daily Imbalance Charge is potentially applicable to such Balancing Party.

5.2 Calculation

(a) Net Pipeline Position

By 12 Noon CCT each day, Company shall provide on its Informational Postings web site a notice of the net pipeline position on Company's pipeline system for the previous Gas Day.

The net pipeline position is the sum of the total positive and negative Cumulative Imbalances, based on SCADA data, at all Balancing Party interconnections subject to the Daily Imbalance Charge for such Gas Day under Rate Schedules LMS-MA and LMS-PA.

A positive net pipeline position indicates that gas has been stored on Company's pipeline and is due others. A negative net pipeline position indicates that gas is due Company.

Company will post a notice that the Daily Imbalance Charge will not be applicable for a given Gas Day, if Company determines that insufficient accurate SCADA data exist for such Gas Day to calculate a net pipeline position.

(b) Allowable Swing Quantity (ASQ)

The Balancing Party's ASQ for a given Gas Day is the greater of (1) 1000 Dekatherms or (2) 10 percent of the highest daily Scheduled Quantity at such designated interconnect(s) during the prior 15 days.

On a given Gas Day, a Balancing Party may take gas in excess of Scheduled Quantities or not take delivery of all Scheduled Quantities at the interconnect(s) listed under the Balancing Party's LMS-PA Agreement up to its ASQ.

(c) Imbalance Tolerance Bandwidth - 110 to 120 Percent

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule, whose Cumulative Imbalance is 1) equal to or greater than 110 percent but less than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position, will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to two times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or greater than 110 percent but are less than 120 percent of the Balancing Party's ASQ.

(d) Imbalance Tolerance Bandwidth - 120 Percent or Greater

On a Gas Day that the net pipeline position exceeds plus or minus 25,000 Dekatherms, any Balancing Party subject to the Daily Imbalance Charge under this Rate Schedule whose Cumulative Imbalance is 1) equal to or greater than 120 percent of that Balancing Party's ASQ and 2) has a Cumulative Imbalance in the same direction (positive or negative) as the net pipeline position will be notified by Company of its Daily Imbalance position no later than 5:00 p.m. CCT the following Gas Day.

If the notified Balancing Party fails to take corrective action during the Gas Day following Company's Daily Imbalance position notice pursuant to this Subsection, such Balancing Party shall be assessed a Daily Imbalance Charge per Dekatherm equal to four times the currently effective maximum rate under Tennessee Gas Pipeline Company's Rate Schedule PAL. The Daily Imbalance Charge under this Subsection shall apply only to those quantities of the Cumulative Imbalance that are equal to or in excess of 120 percent of the Balancing Party's ASQ.

5.3 Treatment of Revenue

All amounts invoiced and collected by Company as payment of the Daily Imbalance Charges assessed under this Rate Schedule, net of incremental administrative charges (including costs that Company incurs in making such sales pursuant to Section 22 of the General Terms and Conditions), will be treated as LMS penalties and shall be allocated by Company to Balancing Parties using the methodology set forth in Subsection 23.2 of the General Terms and Conditions.

6. MONTHLY IMBALANCES

- (a) A Balancing Party's monthly imbalance shall be the net total of Daily Imbalances from all points covered by the Receipt Point OBA. Unless Company and Balancing Party mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Company and Balancing

Party shall "cash out" any imbalance between receipts and Scheduled Quantities at receipt points covered by the Receipt Point OBA. Company shall divide the monthly imbalance by the sum of the Scheduled Quantities for all days of the month for all points covered by the OBA to determine the percent monthly imbalance to be cashed out as set forth below:

- (b) If the monthly imbalance percentage is due to an excess of receipts relative to Scheduled Quantities, Company shall pay the Balancing Party in accordance with Schedule A below. If the monthly imbalance percentage is due to a deficiency in receipts relative to Scheduled Quantities, the Balancing Party shall pay Company in accordance with Schedule B below. Notwithstanding the above, a monthly imbalance that is less than 1,000 Dekatherms shall be cashed out at the 0-5 percentage level.

Schedule A

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

Schedule B

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

The Index Price shall be the monthly average of the daily, midpoint Tennessee, 500 Leg price as published in the "Daily price survey" of Platts *Gas Daily* for the month. The Index Price will be posted on the System in a reasonable time after receipt of the final "Daily price survey" for the month. If the "Daily price survey" of *Gas Daily* is no longer published, Company shall use an alternative publication to determine the spot price indices for calculation of the Index Price. Company shall allocate "cash-outs" with other upstream pipelines according to the same formula.

For the purpose of determining the level at which a Balancing Party's imbalance shall be cashed out, if a Balancing Party has an imbalance outside a given tolerance level, the escalating or declining percentage of the Index Price will apply only to the portion of the imbalance outside of the tolerance level.

The amounts due hereunder shall be paid in accordance with Sections 5 and 6 of the General Terms and Conditions of Company's FERC Gas Tariff.

- (c) Access to Information

Company will make available by electronic means the best information it has concerning the scheduled deliveries at all Delivery Points. This information regarding the scheduled deliveries shall become "Operational Data" and Balancing Parties will be able to utilize the Operational Data for purposes of correcting imbalances during the month. Monthly imbalances will be cashed out on the basis of actual deliveries and Scheduled Quantities; provided that the penalty level and pricing associated with imbalances will be based upon the lesser of (1) the monthly operational imbalance reported by Company based upon the Operational Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations.

(d) Limitation on Charges

Any imbalances caused by an event as set forth in Section 10 of the General Terms and Conditions, or by Company's actions (including providing the Balancing Parties inaccurate balancing information), or by Balancing Party's compliance with an OFO issued pursuant to Section 8 of the General Terms and Conditions, will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and will be cashed out at the 0-5 percent tolerance level, as set forth in Subsection 6(b) above.

(e) Operational Integrity

Nothing in this Section 6 shall limit Company's right to take action as may be required to adjust receipts of gas in order to alleviate conditions that threaten the integrity of its system.

(f) Disposition of Charges

At the conclusion of each annual period, Company will determine the net cashout activity. All imbalance charge revenues received by Company in accordance with Subsection 6(b) that are in excess of Company's costs, including, but not limited to, (i) payments made by Company in accordance with Subsection 6(b), and (ii) Company's gas costs and fuel and loss costs properly allocable to Balancing Parties and (iii) administrative costs will be credited against the demand charges of all firm Customers, pro rata based on Transportation Quantities. To the extent that the cashout activity in any annual period results in a negative balance, such balance will be carried forward and applied to the next annual determination of cashout activity. At the end of each annual period, Company will file a report and refund plan with the Commission. At that time all Balancing Parties/Customers will have the right to challenge the refund calculations and allocation methodology.

7. GENERAL TERMS AND CONDITIONS

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

19. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

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

19.1 Access to Internet Web Site

Company shall provide access to Informational Postings and Customer Activities web sites via designated Internet web addresses.

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

Customer Services Department
Midwestern Gas Transmission Company
P.O. Box 871
Tulsa, Oklahoma 74102-0871

Phone Number: (918) 588-7745
Fax Number: (918) 588-7750

19.2 Informational Postings Web Site

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

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

Information on Company's Informational Postings web site shall be made available so as to permit users to download data to be used in their applications.

19.3 Customer Activities Site

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

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

- (c) Company agreements located on the Customer Activities web site (www.mgt-oneokpartners.com/mgt) include the: (i) Operational Balancing Agreement (For use at Receipt Points(s)); (ii) Operational Balancing Agreement (For use at Delivery Points(s)); (iii) Operational Balancing Agreement (For Aggregator at Delivery Points(s)); (iv) Operational Balancing Agreement for Pipelines; (v) Master Electronic Transactions Agreement; (vi) Electronic Communication Agreement; (vii) Electronic Data Interchange Trading Partner Agreement and (viii) Agency Authorization Agreement.

19.4 Electronic Data Interchange

A person may communicate with Company via Electronic Data Interchange (EDI) by executing an Electronic Data Interchange Trading Partner Agreement with Company. The Electronic Data Interchange Trading Partner Agreement and the Electronic Communication Agreement can be found on Company's web site (www.mgt-oneokpartners.com/mgt) under Customer Activities. The Electronic Data Interchange Trading Partner Agreement follows the format of the NAESB form Electronic Data Interchange Trading Partner Agreement (NAESB Standard No. 6.3.3).

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

19.5 Service Complaints

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

24. AGENCY

A Customer may delegate to a third party (Agent), authority to exercise certain or all rights and perform certain or all obligations set forth in one or more agreements entered into between Customer and Company ("Delegated Agreements"). A Customer may delegate to Agent, the specific rights and obligations set forth above pursuant to the terms and conditions of the Agency Authorization Agreement and the terms and conditions of the underlying Delegated Agreements. A Customer may not delegate to more than one Agent the same rights and/or obligations for a Delegated Agreement(s) pursuant to the terms and conditions of the Agency Authorization Agreement.

Company, Customer and Agent must enter into an Agency Authorization Agreement provided on Company's web site (www.mgt-oneokpartners.com/mgt) under Customer Activities. Such Agency Authorization Agreement must be submitted to Company at least two Business Days prior to the requested effective date. Agent shall have all rights and obligations under the Delegated Agreements as set forth in the Agency Authorization Agreement. Customer's delegation to its Agent(s) pursuant to this Section 24 shall not confer to either Customer or Agent(s) rights outside of or in contravention of the terms and conditions of the Delegated Agreements.

Company shall rely on communications and actions of Agent for all purposes that are within the authority conveyed by the Agency Authorization Agreement. Such communications with, and actions by, Agent that are within the authority conveyed by the Agency Authorization Agreement shall be deemed communications with or actions by Customer. Customer shall indemnify and hold Company harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Company's reliance on such communications and actions of Agent. If Agent fails to meet such obligations under the Delegated Agreements, then, without Company being obligated to proceed against such Agent, Customer shall be liable for all obligations under the Delegated Agreements.

A third party may administer and aggregate rights under multiple Delegated Agreements as the Agent for one or more Customer(s); provided however, that such Agent (i) shall separately administer and account for each Delegated Agreement, including without limitation submitting nominations and calculating any imbalances and (ii) shall utilize such Delegated Agreements for the transportation, supply aggregation or balancing of gas for only those Customers that have delegated the rights and obligations under their Delegated Agreements.