

GASTARIFF

Public Service Commission of Montana

HAVRE PIPELINE COMPANY, LLC

Sheet No.: 2

Canceling Sheet No.: Original

Rate Schedule IT, Revised

Interruptible Transportation Natural Gas Service

Availability: This Rate Schedule is available to any person, corporation, partnership or any other party, including any local distribution company (Shipper), for the transportation (transmission and/or compression, as required by Shipper) of natural gas by Transporter when Shipper and Transporter have executed an Agreement under this Rate Schedule. Transportation service under this Rate Schedule shall be provided on a non-discriminatory basis.

Applicability: Applicable to Shippers for interruptible transportation service on the Havre Pipeline Company L.L.C. Transportation System under the terms of an Interruptible Gas Transportation Service Agreement (Agreement) between Havre Pipeline Company L.L.C. and Shipper and as subject to the Statement of Terms and Conditions.

Rates:

Transportation Charges:

Transmission Services: \$0.0408 per Mcf of natural gas transported within or through the System

Compression Services: \$0.1961 per Mcf of natural gas which must be compressed by Transporter in order to be transported within or through the System

Balancing Charges: Any imbalance calculated pursuant to this Rate Schedule and the Agreement which requires either a balancing charge or a balancing penalty charge will be billed prorata to the Shippers causing such imbalance at the rate(s) charged by downstream pipeline(s).

Fuel and Lost and Unaccounted Gas:

Fuel Reimbursement: The Transporter shall retain a portion of all gas tendered at the Point(s) of Receipt that is compressed by Transporter in order to be transported within or through the System equal to each applicable Shipper's prorata share of the actual fuel consumed by the applicable compressors utilized.

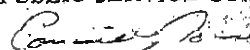
Lost and Unaccounted Gas: The Transporter shall retain a portion of all gas tendered at the Point(s) of Receipt that is redelivered by the Transporter to the Shipper's Point(s) of Delivery equal to each Shipper's prorata share of the actual lost and unaccounted gas on the System.

Application of Rates: Each month Shipper's bill shall include the monthly Transportation

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Charge (transmission and compression, as appropriate) for the greater of the nominated quantities or the actual quantities of natural gas delivered for Shipper at the Point(s) of Delivery. Additionally, Shipper shall pay Balancing Charges, as applicable. Shipper's bill shall also reflect the volumes being deducted for Fuel Reimbursement and/or Lost and Unaccounted Gas.

Special Terms and Conditions:

Definitions: The definitions of the principal terms used in this Rate Schedule are contained in the Statement of Terms and Conditions.

Statement of Terms and Conditions: The Statement of Terms and Conditions are attached hereto as Appendix B. The Agreement and the Statement of Terms and Conditions set forth the general terms and operating conditions applicable for service under this Rate Schedule.

Point(s) of Receipt and Point(s) of Delivery: The Point(s) of Receipt and Point(s) of Delivery for this Rate Schedule are set forth on Appendix A attached hereto.

Service and Rates Subject to Commission Jurisdiction: All rates and service conditions, general terms and operating conditions, and any executed Agreement under this Rate Schedule are governed by the rules and regulations of the Public Service Commission of Montana and are subject to revision as the Commission may duly authorize in the exercise of its jurisdiction. When the transportation service is in interstate commerce as defined by the terms of the Natural Gas Act or the Natural Gas Policy Act, as amended, the rates and service conditions under this Rate Schedule are subject to Part 284 of the rules and regulations of the Federal Energy Regulatory Commission.

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Appendix A
Havre Pipeline Company, LLC Rate Schedule IT

Point(s) of Receipt and Point(s) of Delivery

Point(s) of Receipt

Blaine County #1	NE1/4NW1/4 and NW1/4NE1/4 Sec. 29 - T31N - R18E Meter # 940-110 Blaine County, Montana
Blaine County #3	NE1/4SE1/4 Sec. 7 - T27N - R19E Upstream of Meter # 940-149 and related fuel Meters Blaine County, Montana
Blaine County #4	SW1/4SW1/4 Sec. 8 - T33N - R19E Meter # 658-404 Blaine County, Montana
Blaine County #5	SE1/4SE1/4 Sec. 19 - T35N - R19E Meter # 658-405 Blaine County, Montana
Box Elder Interconnect	SE1/4SW1/4 Sec. 20 - T31N - R18E Meter # 658-382 Blaine County, Montana
Hill County #1	NW1/4SW1/4 Sec. 18 - T31N - R16E Upstream of Meters # 940-150 and 940-157 and related fuel Meters Hill County, Montana
Many Islands Interconnect	SW1/4SW1/4 Sec. 31 - T37N - R20E By Displacement from Meter # 658-381 Blaine County, Montana

Point(s) of Delivery

Many Islands Interconnect	SW1/4SW1/4 Sec. 31 - T37N - R20E Meter # 658-381 Blaine County, Montana
NWE Blaine County #3	NE1/4SE1/4 Sec. 7 - T27N - R19E Meter # 658-332 Blaine County, Montana
NWE Box Elder	SE1/4SW1/4 Sec. 20 - T31N - R18E Meter # 658-473 Blaine County, Montana

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Appendix B
Havre Pipeline Company, LLC Rate Schedule IT

Statement of Terms and Conditions

Section 1. DEFINITIONS

- 1.1 "Agreement" means the provisions of the Interruptible Transportation Service Agreement between Transporter and the Shipper(s) as such may be amended from time to time for the provision of transportation services on the System.
- 1.2 "Btu" (British Thermal Unit) means the amount of heat energy required to raise the temperature of one avoirdupois pound of water from fifty-nine-degrees Fahrenheit (59°F) to sixty-degrees Fahrenheit (60°F), as determined on a dry basis, and at a pressure of 14.73 psia.
- 1.3 "Cubic Foot" means the volume of gas contained in one (1) cubic foot of space at a standard pressure of fourteen and seventy-three hundredths (14.73) psia and standard temperature of sixty (60) degrees Fahrenheit under standard gravitational force. "Cubic Feet" is the plural of Cubic Foot.
- 1.4 "Day" shall mean that period of 24 consecutive hours beginning and ending at 7:00 a.m. Mountain Standard Time.
- 1.5 "FERC" means the Federal Energy Regulatory Commission or any successor governmental authority.
- 1.6 "Gas" or "Natural Gas" means the effluent vapor stream (including Liquid Hydrocarbons) in its natural state produced from wells, including all hydrocarbon and nonhydrocarbon constituents and including casinghead gas produced with crude oil, and residue gas resulting from the processing of gas well gas or casinghead gas.
- 1.7 "Gas Tariff" means the IT Tariff and related schedules filed by Transporter and approved by the MPSC for the provision of transportation services on the System, as the same may be amended from time to time.
- 1.8 "Mcf" means one thousand (1,000) Cubic Feet.
- 1.9 "MMBtu" means one million (1,000,000) Btu.
- 1.10 "MPSC" means the Public Service Commission of Montana.
- 1.11 "Month" shall mean the period commencing at 7:00 a.m. Mountain Standard Time on the first day of a calendar month and ending at 7:00 a.m. Mountain Standard Time on the first day of the immediately following calendar month.
- 1.12 "Point(s) of Delivery" means the point(s) to which Shippers may nominate gas for delivery out of the System as reflected on Appendix A to Gas Tariff.
- 1.13 "Point(s) of Receipt" means the point(s) from which Shippers may nominate gas for receipt into the System as reflected on Appendix A to the Gas Tariff.
- 1.14 "Shipper" means those parties which have executed an Agreement with Transporter and desire to have gas transported on the System.

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1.15 "System" means the Natural Gas transportation system, including transmission and compression facilities owned and operated by Transporter in Blaine and Hill Counties, Montana for which the Gas Tariff has been granted by the MPSC.

1.16 "Transporter" means Havre Pipeline Company, LLC.

Section 2. SERVICE IN EXCESS OF SCHEDULED QUANTITIES

2.1 Transporter agrees to transport overrun volumes for Shipper on an interruptible basis provided that Transporter has determined that it has sufficient capacity to transport such volumes. Shipper shall pay for such overrun volumes at the maximum rates set forth in Transporter's Gas Tariff. "Overrun volumes" are defined as volumes tendered by Shipper in excess of volumes scheduled for service on any day.

Section 3. QUALITY

3.1 Gas shall be delivered at the Point(s) of Receipt at a pressure sufficient to enter Transporter's System against the pressure prevailing therein from time to time, but in no event in excess of the Maximum Allowable Operating Pressure.

3.2 Gas delivered by Shipper to Transporter at the Point(s) of Receipt shall:

- (a) contain less than ten parts per million (10 ppm) by volume of oxygen, and Shipper shall make every effort to keep gas free from oxygen;
- (b) contain less than one-fourth (1/4) grain of hydrogen sulfide per one hundred (100) Cubic Feet of gas;
- (c) contain less than twenty (20) grains of total sulphur, including sulphur in hydrogen sulfide and mercaptans, per one hundred (100) Cubic Feet of gas;
- (d) contain less than four percent (4%) by volume total inerts, including but not limited to nitrogen and carbon dioxide;
- (e) contain less than two percent (2%) by volume carbon dioxide;
- (f) have a temperature less than one hundred twenty degrees Fahrenheit (120°F);
- (g) be commercially free from dust, gum, gum-forming constituents, condensate, free water, diluent, and other liquids and solids which may become separated from the gas.
- (h) have a Btu content of at least 950.

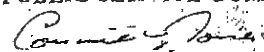
3.3 In the event that the quality specifications of any pipeline receiving gas from Transporter's facilities is more stringent than the quality specification set forth above, then all gas delivered by Shipper must meet the quality specifications of the most stringent receiving pipeline.

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3.4 If any gas tendered by Shipper or for Shipper's account hereunder shall fail at any time to conform to any of the quality specifications set forth herein, then Transporter shall notify Shipper of the deficiency and thereupon may, at its option, refuse to accept delivery pending correction by Shipper. Transporter's acceptance of any quantities of Gas which fail to conform to any of the applicable quality specifications shall not constitute a waiver by Transporter of the quality specifications with regard to Shipper's Gas for future deliveries.

Section 4. NOMINATIONS, SCHEDULING AND IMBALANCES

4.1 Shipper agrees to comply with the schedule for nomination of the receipts and deliveries of gas hereunder set forth by Transporter, in conjunction with i) the requirement and tariffs of the Shipper's markets downstream from Transporter's facilities; and ii) prudent and efficient operation of Transporter.

4.2 Shipper understands and acknowledges that Shipper is responsible for ensuring that the downstream party which receives gas from Transporter at the Point(s) of Delivery hereunder for Shipper's account has capacity on its system to receive such gas. Shipper shall remain responsible under the Agreement for all penalties incurred by Transporter as a result of Shipper's failure to conform to the scheduling rules and procedures of the downstream transporters, notwithstanding Shipper's inability to cause gas to be delivered to Transporter at the Point(s) of Receipt and/or received by the downstream party at the Point(s) of Delivery hereunder. Transporter shall remain responsible for any imbalance penalties on transporter downstream of Transporter's facilities as a result of Transporter's failure to act upon Shipper's nomination changes made in the manner set forth herein.

4.3 Shippers shall be entitled to receive service subject to the availability of capacity at the Point(s) of Receipt and Point(s) of Delivery. Available capacity will be allocated on a prorata basis between Shippers in the event that capacity constraints exist.

4.4 First of the month nominations must be received by Transporter's dispatcher by 7:00 a.m. Mountain Standard Time, at least five working days prior to the first day of the month. First of the month nominations shall remain in effect for the remainder of the month until and unless changed as provided for in Section 4.5.

4.5 Unless otherwise agreed upon by Transporter, for changes in nominations during the month, Shipper shall notify Transporter's dispatcher by 7:00 a.m. Mountain Standard Time, of the nominated quantity of gas to be received daily by Transporter for transportation, including imbalance volumes and fuel and lost and unaccounted gas, at each Point(s) of Receipt and the quantity of gas to be delivered by Transporter at each Point(s) of Delivery during the following day.

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- 4.6 The total nominations at the Point(s) of Receipt(s), less fuel and lost and unaccounted gas, plus or minus imbalance makeup volumes, if any, must equal the nominations at the Point(s) of Delivery(s).
- 4.7 All nominations must be made by fax, or electronic bulletin board, if and when that option becomes available.
- 4.8 As used herein "interruptible transportation service" shall mean that Transporter shall have the right to interrupt or curtail transmission and/or compression service, (a) if the available capacity is reduced as a result of force majeure or (b) as a result of operational (including maintenance) considerations reasonably determined by Transporter.

Section 5. MEASUREMENT

- 5.1 All gas measurement equipment installations shall be furnished, installed, operated, and maintained by Transporter in accordance with the published specifications of the American Gas Association (AGA).
- 5.2 The computation of all gas volumes measured shall be based on the latest factors published by the AGA corrected to a base pressure of fourteen and seventy-three hundredths (14.73) psia and a base temperature of sixty degrees Fahrenheit (60°F). The assumed atmospheric pressure shall be eleven and seven-tenths (11.7) psia, regardless of actual atmospheric pressure at which the gas is measured. The flowing temperature shall be measured by an industry accepted recording device, and said temperature measurement shall be used to correct gas volumes as measured in Section 4 hereof. Corrections for supercompressibility deviation from Boyle's Law shall be made for all gas metered hereunder. Such corrections shall be made by use of the AGA Manual for the Determination of Super Compressibility Factors for Natural Gas (PAR Project NX-19), as amended. The Reynold's Number Factor and Expansion Correction Factor shall each be assumed to be one (1). The specific gravity of the gas shall be determined by chromatographic analysis or any other method adopted as standard by the Gas Processor's Association (GPA). Notwithstanding anything to the contrary stated herein, all gas measurements and heating values shall be calculated and allocated on a dry basis.

Section 6. FORCE MAJEURE

- 6.1 The term "Force Majeure" means any cause, or condition not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome.

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6.2 In the event either Shipper or Transporter is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations under this Agreement, other than to make any payments due hereunder, it is agreed that upon such party's giving notice and reasonable full particulars of such Force Majeure in writing or by facsimile to the other parties affected within a reasonable time after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure shall be suspended during the continuance of the inability, and the cause of the Force Majeure, as far as possible, shall be remedied with all reasonable dispatch.

6.3 The settlement of strikes, lockouts, and other labor difficulty shall be entirely within the discretion of the party having the difficulty. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by acceding to the demands of opponents therein when that is inadvisable in the discretion of the party having the difficulty.

Section 7. TERMINATION

7.1 Notwithstanding the "Term" set forth in the Agreement, the Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from such notice if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this interruptible transportation service which causes such service not to comply with the MPSC or FERC regulations.

7.2 Termination of the Agreement shall not relieve Transporter and Shipper of the obligation to correct any volume imbalances hereunder or Shipper to pay money due hereunder to Transporter.

Section 8. MISCELLANEOUS

8.1 Transporter may file and seek jurisdictional approval at any time and from time to time to change any rates, charges or the provisions of service set forth in Transporter's Gas Tariff. Transporter shall have the right to place such changes in effect in accordance with the applicable statutes and the regulations of the jurisdictional agencies. The Agreement shall be deemed to include such changes and any changes which become effective by operation and law and orders of the jurisdictional agencies, without prejudice to Shipper's right to protest the same.

8.2 Transporter shall not be required to perform or continue to perform service on behalf of any Shipper who has applied for bankruptcy under any chapter of the Bankruptcy Code or on behalf of any Shipper who, as determined in Transporter's sole discretion, fails to demonstrate creditworthiness; provided, however, such Shipper may receive service if Shipper prepays for such service, or upon fifteen (15) days notice from Transporter, Shipper furnishes good sufficient surety, as determined in Transporter's sole discretion, of a continuing nature, and in an amount equal to at least the cost of

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performing the transportation service requested by or provided to Shipper for a two (2) month period.

Section 9. NOTICES

9.1 Any notice, statement, or bill shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States Mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy, or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on the face of the Agreement and to Transporter when sent to the following:

Accounting Matters: Havre Pipeline Company, LLC
Attn: Accounting Department
20 North Broadway
Oklahoma City, OK 73102

All Notices: Havre Pipeline Company, LLC
Attn: Marketing Department
20 North Broadway
Oklahoma City, OK 73102

Payments: Havre Pipeline Company, LLC
Attn: Accounting Department
20 North Broadway
Oklahoma City, OK 73102

Section 10. BILLING, ACCOUNTING AND REPORTS

10.1 On or before the 15th day of each month, Transporter shall render to Shipper a statement for the preceding month, showing amounts due Transporter for gas transported hereunder during the preceding month. Shipper shall pay Transporter in full no later than the 25th day of the month, or 10 days from the date that Transporter's statement is deposited prepaid in the U.S. mail, whichever is later. If the invoiced amount is not paid when due, interest on all unpaid amounts shall accrue at the rate of prime plus two (2) percent as listed by J.P. Morgan Bank located in New York City, New York, or the highest rate allowed by law, whichever is less, from the date such amount is due Transporter.

10.2 Shipper's failure to pay Transporter within a period of ten (10) days following Shipper's receipt of written notice from Transporter advising of such failure to make payment within the time specified herein, shall be a default which shall give Transporter the right to terminate immediately the Agreement, unless such failure to make payment is

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the result of a bona fide dispute between the parties hereto regarding such payment thereunder, and, unless waived by Transporter in a manner which does not unduly discriminate against any party, Shipper timely pays all amounts not in dispute.

10.3 Shipper and Transporter shall each have the right at all reasonable times to examine the measurement records and charts of the other to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to any of the provisions in the Agreement between Transporter and Shipper. If any such examinations reveal any inaccuracy in such billing theretofore made, the necessary adjustments in such billing and payment shall be made; provided, that no adjustments for any billing or payment shall be made of any inaccuracy claimed after the lapse of twelve (12) months from the date of the invoice relating thereto.

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