Alliance Pipeline Inc.
6385 Old Shady Oak Road
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Eden Prairie, MN
55344

Toll-Free 1-877-733-3183

June 28, 2013

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

Re: Alliance Pipeline L.P.
Tioga Lateral Project Compliance Filing
Proposed Revisions to FERC Gas Tariff
Docket Nos. CP12-50___, CP13-21___ and RP13-___-000.

Dear Secretary Bose:

Pursuant to Section 4 of the Natural Gas Act (15 U.S.C. § 717c) and Part 154 of the Commission's regulations (18 C.F.R. §§ 154.1 et seq.), Ordering Paragraphs E, F and G of the Commission's September 20, 2012 Order in Docket No. CP12-50-000[1], and Ordering Paragraph F of the Commission's January 17, 2013 Order in Docket No. CP13-21-000[2], Alliance Pipeline L.P. ("Alliance") hereby submits for filing, as part of Alliance's FERC Gas Tariff, Volume No. 1, revised Tariff Sheets attached hereto in Exhibit B, proposed to be effective August 1, 2013.

Statement of Nature, Reasons, and Basis

On January 25, 2012, in Docket No. CP12-50-000, Alliance filed an application under section 7(c) of the Natural Gas Act for a certificate of public convenience and necessity authorizing it to construct and operate pipeline and appurtenant facilities in North Dakota (Tioga Lateral Project). Alliance also requested the Commission to approve (i) a waiver of the hydrocarbon dewpoint specifications in its tariff applicable to a new receipt point on the system and (ii) approval of an associated non-conforming firm transportation agreement to provide transportation service through the proposed facilities. On September 20, 2012, the Commission issued a certificate authorizing the construction and operation of the Tioga Lateral Project (September 20th Order).

On November 26, 2012, in Docket No. CP13-21-000, Alliance filed an application under section 7(c) of the Natural Gas Act to amend its certificate of public convenience and

[1] *Alliance Pipeline L.P.*, 140 FERC ¶ 61,212 (2012).
[2] *Alliance Pipeline L.P.*, 142 FERC ¶ 62,048 (2013).

necessity issued by the September 20th Order, seeking authorization to increase the amount of compression approved in the September 20th Order and to revise the initial rates for service on the Tioga Lateral, reflecting both the associated increase in the design capacity of the lateral, and the rate-related directives contained in the September 20th Order. On January 17, 2013, the Commission issued an order amending the certificate approved in the September 20th Order. Alliance anticipates placing the Tioga Lateral Project facilities in service in early August, with a target date of no later than August 15, 2013. Therefore, an August 1, 2013 effective date is necessary so that all authorizations are in place prior to the initiation of service from the new facilities.

All of the revised tariff sheets included in Exhibit B relate to the upcoming commencement of service of Alliance's Tioga Lateral project. More specifically, the following revised tariff sheets contain provisions necessary to implement the related terms and conditions of service for the Tioga Lateral Project, all of which are identical to the *pro forma* tariff sheets filed by Alliance, and subsequently approved by the Commission, in Docket Nos. CP12-50-000 and CP13-21-000.

Fourth Revised Sheet No. 10
Fifth Revised Sheet No. 50
Third Revised Sheet No. 205
First Revised Sheet No. 209
First Revised Sheet No. 285
Second Revised Sheet No. 289

This filing also incorporates tariff sheets in response to specific directives contained in the September 20th Order, as well as various minor, housekeeping revisions to existing tariff provisions to reflect the fact that Alliance now has multiple receipt points on its system. Alliance has included both the above listed compliance filing tariff sheets and the following additional tariff sheets in this one filing because they are related and it is more efficient to consolidate them in one filing.

In accordance with Ordering Paragraphs F and G of the September 20th Order, the following tariff sheets are being filed to describe the associated negotiated rate agreement, and to identify it as a non-conforming agreement.

First Revised Sheet No. 51
First Revised Sheet No. 65

As indicated above, this filing also incorporates various minor, housekeeping revisions to the following tariff sheets to reflect the fact that Alliance now has multiple receipt points on its system.

Second Revised Sheet No. 4
Original Sheet No. 52
Second Revised Sheet No. 80
Second Revised Sheet No. 81

Second Revised Sheet No. 82
First Revised Sheet No. 85
Second Revised Sheet No. 90
Second Revised Sheet No. 91
Third Revised Sheet No. 206
Second Revised Sheet No. 226
Second Revised Sheet No. 236
First Revised Sheet No. 249
First Revised Sheet No. 311

Tariff Sheets Nos. 226, 249, and 311, include revised provisions necessary to accommodate the inclusion of additional receipt points on the Alliance system. Tariff Sheets Nos. 81, 82, and 91, include revised provisions clarifying the determination of the Thermal Conversion Factor and its applicability, again to reflect the inclusion of additional receipt points. Tariff Sheets Nos. 80, 85, 90, and 236, include revised provisions reflecting references to receipt points in the singular or plural, as the case may be. Tariff Sheet No. 206 includes three individual revisions: 1) a new definition (Secondary Receipt Point) that is identical to that which was filed on a *pro forma* basis and approved by the Commission in Docket No. CP12-50-000; 2) a revision clarifying the determination of the Thermal Conversion Factor and its applicability to reflect the inclusion of additional receipt points; and, 3) a minor revision reflecting references to receipt points in the singular or plural, as the case may be. The inclusion of Tariff Sheet No. 52 is purely a housekeeping matter to accommodate the required revision to Tariff Sheet No. 51. Lastly, Tariff Sheet No. 4 includes an updated system map that identifies the location of the Tioga Lateral.

While Alliance does not believe any waiver is necessary to combine the two sets of tariff sheets, Alliance requests a waiver of any applicable regulations, including 18 C.F.R. Section 154.203, and requests that the Commission issue an order approving all of the tariff sheets in this filing no later than August 1, 2013.

In addition, as directed in Ordering Paragraphs F and G of the September 20th Order, a copy of the non-conforming negotiated rate agreement with Hess Corporation is attached as Exhibit A.

Motion to Place Tariff Sheets into Effect and Waiver Request

Pursuant to 18 C.F.R. Section 154.7(a)(9), Alliance hereby moves, in case of minimal suspension, to place the proposed tariff sheets into effect at the end of any suspension period. Because any suspension will delay the implementation of new services and because no rate increase is involved in this filing, Alliance requests that the Commission limit any suspension period to one day, and permit the attached tariff sheets to become effective August 1, 2013.

Alliance also respectfully requests that the Commission grant any waivers that it may deem necessary to permit the referenced tariff sheets to become effective as of August 1, 2013, including 18 C.F.R. Section 154.203.

Components of the Filing

In compliance with Section 154.7(a)(1) of the Commission's regulations, Alliance provides the following list of the materials enclosed with the instant filing.

- The proposed tariff sheets in RTF format with metadata attached
- A clean copy of the tariff sheets in PDF format
- A redlined copy of the tariff sheets in PDF format
- Transmittal letter (including Exhibits A and B) in PDF format

Service

It is requested that all correspondence and communications concerning this filing be directed to the following persons:

Brian Troicuk
Manager, Regulatory Affairs
Alliance Pipeline Ltd.
On behalf of Alliance Pipeline Inc.
Managing General Partner of
Alliance Pipeline L.P.
800, 605-5 Avenue SW
Calgary, Alberta T2P 3H5
Canada
(403) 517-6354
brian.troicuk@alliancepipeline.com

William A. Williams
Sidley Austin LLP
1501 K Street, N.W.
Washington, D.C. 20005
(202) 736-8767
bill.williams@sidley.com

In compliance with 18 C.F.R. Section 154.7(a)(2), Alliance states that Mr. Troicuk is the responsible company official to whom questions regarding the instant filing may be addressed.

Pursuant to 18 C.F.R. Section 154.208 of the Commission's Regulation, copies of this filing have been served on Alliance's customers, state commissions, and other interested persons. Copies of the instant filing are also available for public inspection during regular business hours in Alliance's offices in Eden Prairie, MN and Calgary, Alberta, Canada.

The undersigned, having full power and authority to execute this filing, states that he has read this filing and knows its contents, that the contents are true to the best of his knowledge and belief, and that the paper copies and electronic media contain the same information.

Respectfully submitted,

Alliance Pipeline L.P.

Brian Troicuk

Brian Troicuk
Manager, Regulatory Affairs
Alliance Pipeline Ltd.
on behalf of Alliance Pipeline Inc.
Managing General Partner of
Alliance Pipeline L.P.

EXHIBIT A

Copy of Executed Negotiated Rate Transportation Agreement with Hess Corporation

ALLIANCE ORIGINAL

TRANSPORTATION AGREEMENT
FOR FIRM TRANSPORTATION OF NATURAL GAS
ALLIANCE PIPELINE L.P.

Firm Transportation Agreement No. 45046

This TRANSPORTATION AGREEMENT FOR FIRM TRANSPORTATION OF NATURAL GAS (**"Firm Transportation Agreement"** or **"Agreement"**) is made effective as of the later of the 1st day of July, 2013 or the 1st day on which the Transporter makes available to the Shipper Firm Transportation Service from the Shipper's Primary Receipt Point to the Shipper's Primary Delivery Points ("Effective Date") between:

ALLIANCE PIPELINE L.P., ("Transporter"),

and

HESS CORPORATION, ("Shipper").

Capitalized terms not otherwise defined herein shall have the meaning set forth in Transporter's FERC Gas Tariff.

Witnesseth: That in consideration of the mutual covenants contained herein the parties agree as follows:

Section 1. Service to be Rendered

Transporter shall perform and Shipper shall receive Firm Transportation Service in accordance with the provisions of Transporter's effective Rate Schedule FT-1 and the applicable General Terms and Conditions (GTC) of Transporter's FERC Gas Tariff on file with the Federal Energy Regulatory Commission ("Commission") as the same may be amended or superseded in accordance with the Rules and Regulations of the Commission.

Section 2. Term

This Agreement shall be effective as of the Effective Date, for a term of ten (10) years. Shipper may extend the term of this Agreement for a minimum of one (1) year upon one (1) year's prior written notice of the extension, provided that the sum of all such extensions shall not exceed ten (10) years. Pregranted abandonment of service shall apply upon termination of this Agreement. If Transporter has not commissioned the Tioga Lateral by June 30, 2014, then Shipper may, by written notice to Transporter delivered not later than July 31, 2014, elect to terminate this Agreement with effect on the date of the Shipper's written notice.

Section 3. Rates

Shipper shall pay the following Negotiated Rates:

a. Reservation Charge US$/Dth/mth (1) (2)	b. AOS Charge US$/Dth (1) (3)	c. Tioga Lateral Incremental Usage Charge US$/Dth (1) (4)
$ 26.74	**$ 0 / .4395**	**$ 0.073** (5)

(1) A Thermal Conversion Factor, being the greater of:
a) the Shipper's Contract Heating Value of **1.270** Dth/Mcf, or
b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced, expressed as Dth/Mcf,
will be used to assign an energy value to volumetric quantities of Contracted Capacity and Authorized Overrun Service for invoicing purposes.

(2) Negotiated Reservation Charge Rate shall be adjusted to recover Shipper's share of costs and expenses incurred by Transporter to comply with changes in laws or regulations.

(3) The Negotiated AOS Charge Rate shall be the following:
a. For the portion of volume transported as AOS during the month that is being invoiced that is less than or equal to fifteen (15%) percent of Shipper's Contracted Capacity, the Negotiated AOS Charge Rate shall be zero (0); and
b. For the portion of volume transported as AOS during the month that is being invoiced that is greater than fifteen (15%) percent of Shipper's Contracted Capacity, the Negotiated AOS Charge Rate shall be $0.4395 USD/Dth.

(4) The Tioga Lateral Incremental Usage Charge shall be calculated by forecasting the annual fixed and variable costs of electricity that will be used by Alliance's compressors in the Tioga Residue Gas meter station and dividing such forecasted annual fixed and variable costs of electric compression by the forecasted annual aggregate quantity of energy of Gas, measured in Dekatherms, transported from the Tioga Receipt Point by Alliance for Hess and all other shippers to produce a usage charge per dekatherm for transportation on the Tioga Lateral commencing from the Tioga Receipt Point. Each upcoming year's forecasts of annual fixed and variable costs of electric compression and aggregate energy transported will be reconciled with any variation between actuals and forecasts for the prior two-year period and such reconciliation applied to the subsequent year's forecasts used to derive the Tioga Lateral Incremental Usage Charge.

(5) This Rate represents Alliance's best information at the time of execution of this Agreement, and this Rate will be verified or adjusted as required by Alliance on or before forty-five (45) days prior to the in-service date of the Tioga Lateral.

The Reservation Charges for the Shipper's monthly invoice shall be calculated using the following formula:

Contracted Capacity (Mcf/d)	x	Thermal Conversion Factor [1] (Dth/Mcf)	x	Negotiated Reservation Charge Rate [2] (US$/Dth/month) = US$/month

The AOS Charges for the Shipper's monthly invoice shall be calculated using the following formula:

Actual AOS utilized by Shipper[3] (Mcf)	x	Thermal Conversion Factor [1] (Dth/Mcf)	x	Negotiated AOS Charge Rate[3] (US$/Dth) = US$

The Tioga Lateral Incremental Usage Charges for the Shipper's monthly invoice shall be calculated using the following formula:

Total Volume of Hess Gas transported during the Month (Mcf)	x	Thermal Conversion Factor [1] (Dth/Mcf)	x	Tioga Lateral Incremental Usage Charge [4] [5] (US$/Dth)	= US$

Section 4. <u>Notices</u>

Notices to Transporter under this Agreement shall be addressed to:

Alliance Pipeline L.P.
6385 Old Shady Oak Road
Eden Prairie, MN 55344
Attention: Chief Operating Officer
Fax: (612) 944-9166

Notices to Shipper under this Agreement shall be addressed to:

Hess Corporation
1501 McKinney Street
Houston, TX 77010
Attention: Commercial Operations
Fax: (713) 496-8028

With copies of any notices relating to Section 6 herein to:
Hess Corporation, Legal Department, Houston, TX
Phone: (713) 496-6337

Section 5. <u>Superseded Agreements</u>

This Firm Transportation Agreement supersedes and cancels as of the effective date hereof the following agreements:

Precedent Agreement dated the 22nd day of June, 2011.

Section 6. Creditworthiness

If Shipper is required, pursuant to Section 22 of the General Terms and Conditions of Transporter's FERC Gas Tariff, to provide credit assurance in the form of cash deposit or letter of credit, such cash deposit or letter of credit will be in the amount of thirty-six (36) months of Shipper's estimated Reservation Charges calculated in accordance with Section 3 herein.

IN WITNESS WHEREOF, the Parties have duly executed this Firm Transportation Agreement in several counterparts by their duly authorized officers with effect as of the day first above written.

ALLIANCE PIPELINE L.P. by its Managing General Partner, ALLIANCE PIPELINE INC.

Per: _____

Name: Michael L. McGenagill 10/19/2012

Title: Senior Vice President Chief Operating Officer

HESS CORPORATION

Per: MR Turner

Name: Michael Turner

Title: SVP Global Prod.

ALLIANCE PIPELINE APPROVAL	
LEGAL	JTC

APPENDIX A

TO FIRM TRANSPORTATION AGREEMENT NO. US5046
UNDER RATE SCHEDULE FT-1

BETWEEN

ALLIANCE PIPELINE L.P.

and

HESS CORPORATION

CONTRACTED CAPACITY AND PRIMARY DELIVERY POINTS

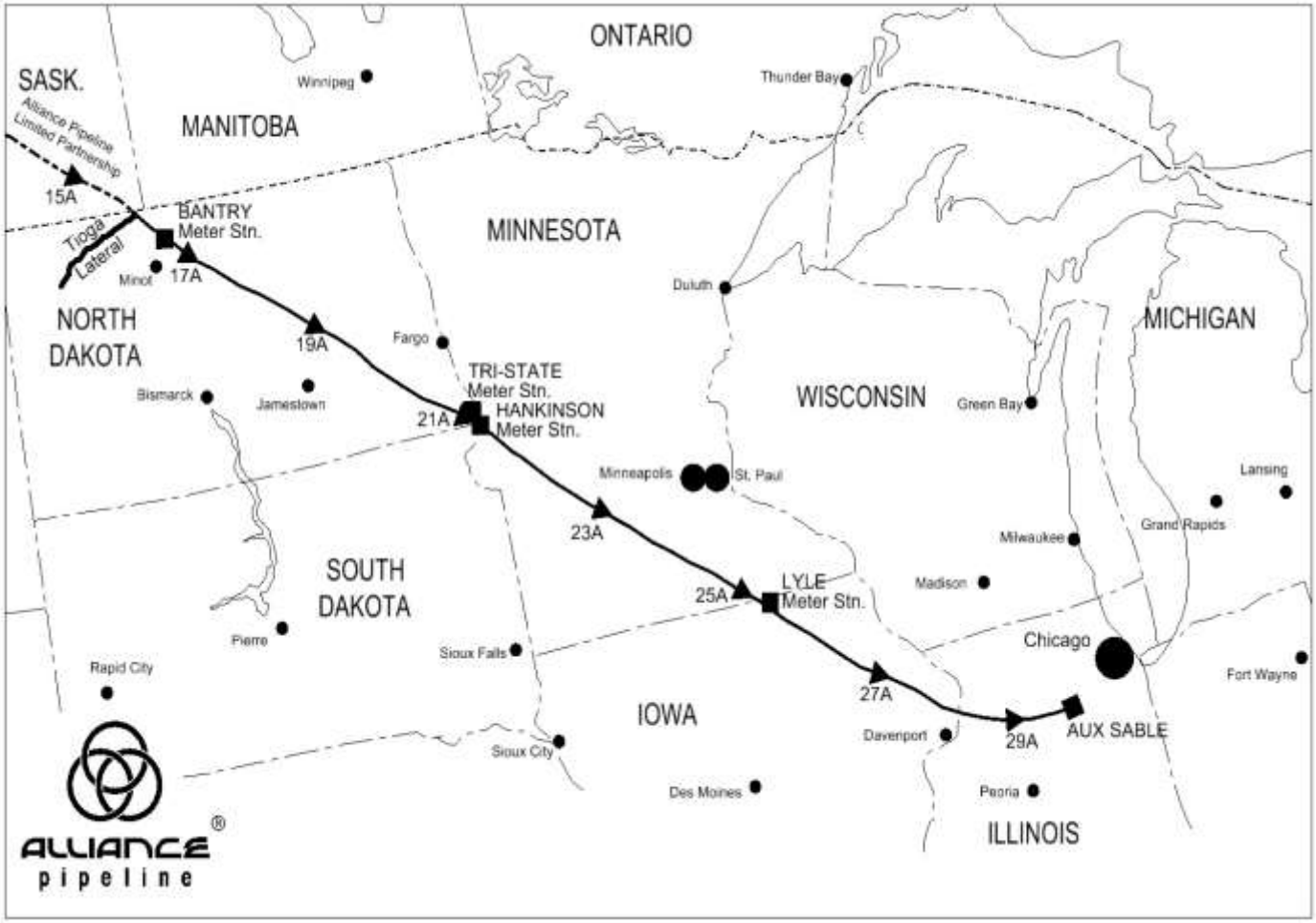
Contracted Capacity 61.5 MMcf/day

Primary Receipt Points: Tioga Receipt Point

Primary Delivery Points	**Primary Delivery Point Capacity (MMcf/day)**
Vector (VEASL)	**46.125**
ANR (ANASL)	**46.125**
Total Primary Delivery Point Capacity (Not to exceed 150% of Contracted capacity)	**92.250**

EXHIBIT B

Second Revised Sheet No. 4
Fourth Revised Sheet No. 10
Fifth Revised Sheet No. 50
First Revised Sheet No. 51
Original Sheet No. 52
First Revised Sheet No. 65
Second Revised Sheet No. 80
Second Revised Sheet No. 81
Second Revised Sheet No. 82
First Revised Sheet No. 85
Second Revised Sheet No. 90
Second Revised Sheet No. 91
Third Revised Sheet No. 205
Third Revised Sheet No. 206
First Revised Sheet No. 209
Second Revised Sheet No. 226
Second Revised Sheet No. 236
First Revised Sheet No. 249
First Revised Sheet No. 285
Second Revised Sheet No. 289
First Revised Sheet No. 311


ONTARIO
SASK.
Alliance Pipeline Limited Partnership
MANITOBA
Winnipeg
Thunder Bay
15A
Tioga Lateral
BANTRY Meter Stn.
Minot
17A
MINNESOTA
Duluth
NORTH DAKOTA
19A
Fargo
MICHIGAN
Bismarck
Jamestown
TRI-STATE Meter Stn.
21A
HANKINSON Meter Stn.
WISCONSIN
Green Bay
Minneapolis
St. Paul
Lansing
Grand Rapids
23A
Milwaukee
SOUTH DAKOTA
Madison
25A
LYLE Meter Stn.
Pierre
Chicago
Sioux Falls
Rapid City
Fort Wayne
27A
IOWA
Davenport
29A
AUX SABLE
Sioux City
Des Moines
Peoria
ILLINOIS
ALLIANCE pipeline

Statement of Recourse Rates 1/ 2/ 3/ 4/

Rate Schedule FT-1 Recourse Rates:

	Maximum	Minimum	
Reservation Charge	$16.0705	$ 0.0000	$ per Dth / Month
Usage Charge	$ 0.0000	$ 0.0000	$ per Dth
AOS Charge	$ 0.5283	$ 0.0000	$ per Dth
Tioga Lateral Incremental Reservation Charge	$19.0209	$0.0000	$ per Dth / Month
Tioga Lateral Incremental Usage Charge	$0.0594	$0.0000	$ per Dth
Tioga Lateral Incremental AOS Charge	$0.6253	$0.0000	$ per Dth

Rate Schedule IT-1 Recourse Rates:

	Maximum	Minimum	
Usage Charge	$ 0.5283	$ 0.0000	$ per Dth
Tioga Lateral Incremental Usage Charge	$0.6847	$0.0000	$ per Dth

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1/ An ACA Unit Charge of $0.0018 per Dth, calculated in accordance with Section 30 of the GTC of Transporter's Tariff, shall be added to each rate set forth on Sheet No. 10.

2/ For invoicing purposes, the rates and surcharges set forth above (including the ACA Unit Charge) will be applied, as appropriate, to a) Shipper's Contracted Capacity as stated in the Firm Transportation Agreement and b) volumes of gas received by Transporter from Shipper for Transportation, after such Contracted Capacity and volumes of Gas received are converted to Dekatherms utilizing a Thermal Conversion Factor equal to 1.095 Dth per Mcf.

3/ Shippers under Rate Schedules FT-1 and IT-1 shall also provide Fuel in accordance with Section 14 of the GTC.

4/ The Recourse rates for FT-1 transportation service originating on the Tioga Lateral consist of the aggregate of the applicable Tioga Lateral incremental charge and the corresponding charge set forth immediately above such incremental charges.

Essential Elements of
Rate Schedule FT-1 Negotiated Rate Transactions 1/ 7/

Shipper Name	Contract Number	Negotiated Reservation Charge 2/ $/Dth/mo.	Negotiated AOS Charge 3/ $/Dth	Contracted Capacity MMcf/d	Primary Term Start – Primary Term End	Primary Delivery Point 4/ 6/	Delivery Point Capacity 5/ MMcf /d
Pecan Pipeline (North Dakota), Inc. 1/	US5040	17.8752	0.2938	40.000	02/01/2010-01/31/2011	Vector ANR Midwestern	20.000 20.000 20.000
				80.000	02/01/2011-01/31/2020	Vector ANR Midwestern	40.000 40.000 40.000

1/ The Negotiated Rate Contract for Pecan Pipeline (North Dakota), Inc. was filed on September 15, 2008 in Docket No. RP08-624-000 and approved by the Commission as a nondiscriminatory nonconforming Firm Transportation Agreement in Alliance Pipeline L.P., 125 FERC ¶ 61,109 (2008)

2/ The Negotiated Reservation Charge will be derived from the Rate Principles attached to the Pecan Pipeline (North Dakota), Inc. Firm Transportation Agreement. Reservation Charge Credits shall be provided in accordance with the terms of paragraph 2 of Appendix B of the Pecan Pipeline (North Dakota), Inc. Firm Transportation Agreement. For invoicing purposes, the Reservation Charge will be applied to the Contracted Capacity converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.

3/ The Negotiated AOS Charge shall be equal to 50% of the 100% load factor Reservation Charge. For invoicing purposes, the Negotiated AOS Charge will be applied to the AOS transportation volumes converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.

4/ The name and location of each Delivery Point is listed in Sheet No. 290 of this tariff.

5/ Shippers Primary Delivery Point Capacity may equal up to 150% of the Contracted Capacity. Capacities as of February 1, 2010.

6/ Subject to change pursuant to Section 4 of Rate Schedule FT-1.

7/ The rates applicable to service at Secondary Receipt Points located on the Tioga Lateral shall be the aggregate of the applicable rates set forth above and the corresponding Tioga Lateral Incremental Recourse Rates set forth on Sheet No. 10.

Essential Elements of

Rate Schedule FT-1 Negotiated Rate Transactions 1/

Shipper Name	Contract Number	Negotiated Reservation Charge 2/ $/Dth/mo.	Negotiated AOS Charge 3/ $/Dth	Tioga Lateral Incremental Usage Charge 4/ $/Dth	Contracted Capacity MMcf/d	Primary Term Start – Primary Term End 7/	Primary Delivery Point 5/	Delivery Point Capacity 6/ MMcf/d
Hess Corporation 1/	US5046	26.7400	0.0000 Or 0.4395	0.0730	61.500		Vector ANR	46.125 46.125

1/ The Negotiated Rate Contract for Hess Corporation was filed on January 25, 2012 in Docket No. CP12-50-000 and approved by the Commission as a nondiscriminatory nonconforming Firm Transportation Agreement in Alliance Pipeline L.P., 140 FERC ¶ 61,212 (2012).

2/ For invoicing purposes, the Negotiated Reservation Charge will be applied to the Shipper's Contracted Capacity converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
a) 1.270 Dth per Mcf, or
b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

3/ The Negotiated AOS Charge shall be the following:
a) for the portion of volume transported as AOS during the month that is being invoiced that is less than or equal to 15% of Shipper's Contracted Capacity, the Negotiated AOS Charge shall be equal to $0.0000/Dth; and
b) for the portion of volume transported as AOS during the month that is being invoiced that is greater than 15% of Shipper's Contracted Capacity, the Negotiated AOS Charge shall be equal to $0.4395/Dth.

For invoicing purposes, the Negotiated AOS Charge will be applied to the AOS transportation volumes converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
a) 1.270 Dth per Mcf, or
b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

4/ For invoicing purposes, the Tioga Lateral Incremental Usage Charge will be applied to the total volume of Shipper's Gas transported during the month that is being invoiced converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
a) 1.270 Dth per Mcf, or
b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

5/ The name and location of each Delivery Point is listed in Sheet No. 290 of this tariff. Subject to change pursuant to Section 4 of Rate Schedule FT-1.

6/ Shippers Primary Delivery Point Capacity may equal up to 150% of the Contracted Capacity.

7/ The contract start date is the later of July 1, 2013 and the 1st day on which Transporter makes available Firm Transportation Service from the Tioga, North Dakota Receipt Point. The term of the contract is ten years.

Sheet Nos. 52 - 64

Reserved for Future Use

Non-conforming Agreements

Shipper Name	Contract Number	Start Date End Date	Rate Schedule
Pecan Pipeline (North Dakota), Inc.	US5040	02/01/2010 01/31/2020	FT-1
Hess Corporation 1/	US5046		FT-1

1/ The contract start date for contract number US5046 is the later of July 1, 2013 and the 1st day on which Transporter makes available Firm Transportation Service from the Tioga, North Dakota Receipt Point. The term of the contract is ten years.

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has (i) entered into a Firm Transportation Agreement with Transporter for Firm Transportation Service under this Rate Schedule; (ii) made arrangements acceptable to Transporter for Transportation service on upstream and downstream transporters; and (iii) satisfied the requirements of Section 22 of the GTC of Transporter's Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 On each Day during the term of a Firm Transportation Agreement the Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GTC. Nominations for service shall be made pursuant to Section 11 of the GTC. Service hereunder shall not be subject to curtailment or interruption except as provided for herein and in Section 15 of the GTC.

2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.

2.3 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus Authorized Overrun Service, plus an amount reflecting a Fuel Requirement as determined in Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Firm Transportation Agreement and the GTC. Such Contracted Capacity shall be specified in Shipper's Firm Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 290 of Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less associated Fuel Requirement, at the Receipt Point(s). If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser of: (i) the amount of Dths received for Shipper's account at the Receipt Point(s), less associated Fuel Requirement, or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

2.4 Except as may be required under Section 32 of the GTC, Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule.

2.5 Transporter shall determine periodically, and post on its Electronic Delivery Mechanism ("EDM"), the amount of capacity available in addition to the total Contracted Capacity under all Firm Transportation Agreements (the "Authorized Overrun Service" or "AOS" as defined in Section 1. of the GTC) and the AOS shall be available to all Shippers which have executed Firm Transportation Agreements. Actual capacity available for AOS will vary daily depending upon Shipper nominations for Firm Service and the capability of Transporter's system to provide Transportation. A firm Shipper may nominate AOS in excess of Shipper's Contracted Capacity.

2.6 Firm Shippers may nominate AOS in accordance with Section 11 of the GTC. If the total AOS nominations exceed the available AOS, AOS will be allocated to firm Shippers in accordance with Section 12.3 of the GTC .

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing to a Negotiated Rate for service provided hereunder, the rates applicable to Shipper for service hereunder shall be the maximum Recourse Rates as set forth on the effective Sheet No. 10. Transporter will negotiate rates in accordance with Section 39 of the GTC.

3.3 Effective as of the date of commencement of service, as provided for in the Firm Transportation Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month:

(a) subject to the credits set forth in Section 3.3(b), the sum of the following amounts:

(i) the applicable Negotiated or Recourse Reservation Charge, as set forth in Shipper's Firm Transportation Agreement, multiplied by Shipper's Contracted Capacity (converted to Dth, utilizing the applicable Thermal Conversion Factor);

(ii) the applicable Negotiated or Recourse Usage Charge, multiplied by the total volume actually received from Shipper during the Month (converted to Dth, utilizing the applicable Thermal Conversion Factor), less the Fuel Requirement, pursuant to Shipper's Firm Transportation Agreement;

(iii) the applicable Negotiated or Recourse AOS rate, multiplied by the Total volume actually received from Shipper above Contracted Capacity (converted to Dth, utilizing the Thermal Conversion Factor), during the Month, pursuant to Shipper's Firm Transportation Agreement;

(iv) any applicable ACA charges, pursuant to Section 30 of the GTC;

(v) any applicable late payment charge, as determined under Section 7.4 of the GTC;

(vi) any applicable penalties determined under Section 16 of the GTC; and

(vii) any unpaid Reservation Charges for Released Capacity, as determined under Section 23.4 of the GTC.

(b) The sum of the amounts set forth in Sections 3.3(a)(i) through (vii) shall be reduced by the sum of the credits set forth below, as applicable:

(i) any Reservation Charge Credits to which Shipper is entitled under Section 7 of this Rate Schedule;

(ii) any credits for Released Capacity determined under Section 23.5 of the GTC; and

(iii) Shipper's allocable share of any revenue credits as determined in accordance with Section 34 of the GTC.

3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligations to pay any adjustments or penalties under Section 7 of the GTC.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Receipt Point(s) at which Transporter shall receive gas for Transportation hereunder shall be the points listed on Sheet No. 289 of Transporter's Tariff.

Such Shipper's Monthly Bill for the subsequent Month, however, shall be reduced by a Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the difference between the volume scheduled pursuant to Section 12 of the GTC and made available by a Shipper, and the volume received by Transporter. Such Shipper shall be entitled to an additional Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the volume (based on the average heat content of such Shipper's Gas) difference between the Dths actually received from a Shipper, minus the Fuel Requirement, and the amount of Dths actually delivered to such Shipper. If, however, Transporter and Shipper mutually agree, Transporter may transport make-up Gas for Shipper within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide Reservation Charge Credits. Reservation Charge Credits shall only be available with respect to quantities scheduled as part of the Shipper's Contracted Capacity for receipt from Shipper's Primary Receipt Point(s) and delivery to Shipper's Primary Delivery Point(s). The tendering of make-up Gas will in no way impact the availability of service under any Firm Transportation Agreement.

8. RESERVATIONS

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other Shippers under Rate Schedule FT-1.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and Firm Transportation Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the GTC of Transporter's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder, and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GTC and the provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule shall control. In the event of a conflict between the provisions of this Rate Schedule and a Firm Transportation Agreement, the specific provisions of this Rate Schedule shall prevail.

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has requested Interruptible Transportation Service pursuant to Section 10 of the GTC of Transporter's Tariff and, after review and acceptance of such request by Transporter, has entered into an Interruptible Transportation Agreement with Transporter for Interruptible Transportation Service under this Rate Schedule, and which has satisfied the requirements of Section 22 of the GTC.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Year, and will be interruptible, as provided herein, and pursuant to Shipper's Interruptible Transportation Agreement and the GTC.

2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.

2.3 Shipper hereunder shall be subject to curtailment or interruption at any time that deliveries hereunder would in any way interfere with or restrict Transporter's ability to make deliveries of Gas under Rate Schedule FT-1, including AOS.

2.4 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Maximum Daily Transportation Quantity ("MDTQ"), as set forth in its Interruptible Transportation Agreement, plus an amount reflecting the Fuel Requirement as determined under Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Interruptible Transportation Agreement and the GTC. Such MDTQ shall be specified in Shipper's Interruptible Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 290 to Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less the associated Fuel Requirement, at the Receipt Point(s). If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser of: (i) the amount of Dths received for Shipper's account at the Receipt Point(s), less associated Fuel Requirement or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

2.5 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule. Transporter is free to contract at any time with other parties to provide new Transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of Transportation service hereunder.

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing upon a discounted rate for service provided hereunder, the rate applicable to Shipper for service hereunder shall be the applicable maximum Rate Schedule IT-1 Recourse Rates Usage Charge as set forth on the effective Sheet No. 10.

3.3 Effective as of the date of commencement of service, as provided for in the Interruptible Transportation Agreement, Transporter shall charge and Shipper shall pay Transporter for Transportation service under this Rate Schedule each Month the applicable Rate Schedule IT-1 Recourse Rates Usage Charge, multiplied by the total volume of Gas received from Shipper (converted to Dth, utilizing the applicable Thermal Conversion Factor), less the Fuel Requirement, during the Month, pursuant to Shipper's Interruptible Transportation Agreement.

3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or penalties under Section 7 of the GTC.

4. RECEIPT AND DELIVERY POINTS

4.1 The Receipt Point(s) at which Transporter may receive Gas for Transportation hereunder shall be those points listed on Sheet No. 289 of Transporter's Tariff.

4.2 The Delivery Point(s) at which Transporter may deliver Gas for Shipper's account under this Rate Schedule shall be those points listed on Sheet No. 290 of Transporter's Tariff.

5. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires Transportation of Natural Gas on any Day under this Rate Schedule, Shipper must nominate and schedule service in accordance with Sections 11 and 12 of the GTC. If nominations exceed available Interruptible Transportation Service, the available service shall be apportioned pursuant to Section 12 of the GTC.

"North American Energy Standards Board Wholesale Gas Quadrant" or "NAESB WGQ" or "NAESB" means the Wholesale Gas Quadrant of the North American Energy Standards Board, as the accredited organization established to set standards for certain natural gas business practices and procedures.

"Operator" means a Person retained by Transporter to operate its pipeline systems pursuant to Section 38 of the GTC.

"PAL Quantity" means the Shipper's scheduled quantity in a nomination cycle for the Nom PAL and Auto PAL service options under Rate Schedule PAL in the ACE Hub as stated in the applicable Schedule of a PAL Service Agreement.

"PAL Service Agreement" means an agreement, in the form contained in this Tariff, for Park and Loan service pursuant to Rate Schedule PAL under which Term PAL, Nom PAL, or Auto PAL service options may be rendered within the ACE Hub.

"Person" means an individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

"Pre-Arranged Release" means a Capacity Release transaction pursuant to Section 23 of the GTC wherein the terms of the release are agreed to between the Releasing Shipper and the Replacement Shipper in advance of notifying Transporter or posting the Release on Transporter's EDM.

"Pre-Arranged Replacement Shipper" means a Person acquiring Capacity through a Pre-Arranged Release under Section 23 of the GTC.

"Primary Delivery Point" means those Delivery Points identified on Appendix A to Shipper's Firm Transportation Agreement where Transporter delivers Gas to Shipper or for Shipper's account, to the extent of the capacity entitlement identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Delivery Point Capacity" means Shippers capacity entitlement at the Primary Delivery Point(s) identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Path" means the portion of capacity physically located between a Shipper's designated Primary Receipt Point and Primary Delivery Point.

"Primary Receipt Point" means those Receipt Points identified on Appendix A to Shipper's Firm Transportation Agreement where Transporter receives Gas from Shipper

or for Shipper's account, to the extent of the capacity entitlement identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Receipt Point Capacity" means Shipper's capacity entitlement at the Primary Receipt Point(s) identified on Appendix A to Shipper's Firm Transportation Agreement.

"Processing Delivery Point" means the Delivery Point identified on Sheet No. 290 where Transporter delivers gas for processing at the Aux Sable facilities for Shippers who have entered into an Extraction Agreement with Aux Sable.

"Processing Plant" means that natural gas processing plant located in Grundy County, Illinois owned by Aux Sable.

"Psia" or "psia" means pounds per square inch absolute.

"Rate Schedule" means any one of Transporter's Rate Schedules in Transporter's FERC Gas Tariff.

"Receipt Point" means a point specified in a Firm Transportation Agreement or an Interruptible Transportation Agreement, or a point nominated for receipt by displacement of Shipper's Gas in the ACE Hub pursuant to an IW Agreement, or the ACE Hub (notional) point for Rate Schedule PAL and the administrative Title Transfer service where Shipper provides Gas to Transporter.

"Recourse Rate" shall mean the applicable maximum Tariff rate that would apply to a service but for the rate flexibility allowed under the Discounted and Negotiated Rate provisions of the GTC of this Tariff.

"Released Capacity" means Capacity released by a Releasing Shipper to a Replacement Shipper pursuant to Section 23 of the GTC.

"Releasing Shipper" means a Shipper under Rate Schedule FT-1 who releases Capacity pursuant to Section 23 of the GTC.

"Replacement Shipper" means a Person acquiring Released Capacity pursuant to Section 23 of the GTC.

"Reservation Charge" means the reservation charge component of the rate applicable to Firm Transportation Service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter, or the reservation charge applicable to a Term PAL service option pursuant to Rate Schedule PAL and a PAL Service Agreement.

"Secondary Delivery Point" means those Delivery Points listed on Sheet No. 290 available to a Shipper, to the extent Shipper has not designated capacity at the individual point as Primary Delivery Point Capacity.

"Secondary Receipt Point" means those Receipt Points listed on Sheet No. 289 available to a Shipper, to the extent Shipper has not designated capacity at the individual point as Primary Receipt Point Capacity.

"Shipper" means an entity who enters into a Firm Transportation Agreement with Transporter, or who has executed an Assignment and Novation Agreement with Transporter, or who has acquired Firm Transportation Service rights pursuant to the provisions of Section 23 of the GTC hereof or, if the context so requires, a person who has executed an Interruptible Transportation Agreement, or a PAL Service Agreement, or an Interruptible Wheeling Agreement, or a Title Transfer Agreement pursuant to this Tariff.

"Tariff" means Transporter's FERC Gas Tariff, as amended and approved from time to time by the Commission.

"Thermal Conversion Factor" shall mean the Dekatherm factor, as determined by Transporter, which reflects a representative energy content of the system-wide composite gas stream delivered to Transporter at the Receipt Point designated "Interconnect with Alliance Pipeline Limited Partnership" on Sheet No. 289. Except as otherwise expressly stated in a Negotiated Rate Firm Transportation Agreement, the Thermal Conversion Factor identified on Sheet No. 10 of Transporter's Tariff will be used to assign an energy value to volumetric quantities of Gas and Contracted Capacity for invoicing purposes.

2.2 Failure to Conform: In the event Natural Gas delivered by a Shipper fails to meet the specifications in Section 2.1, Transporter may refuse to receive the Natural Gas, in which case, Transporter will, as soon as possible, inform the Shipper to allow Shipper to promptly remedy any deficiency in quality.

2.3 Waivers:

(a) Transporter reserves the right to waive any or all such Gas quality provisions, in a not unduly discriminatory manner, if it is determined by Transporter that such waiver can be granted without, in any way, jeopardizing the integrity of its system or violating any requirements of downstream systems.

(b) Hydrocarbon dewpoint waivers

Transporter shall waive the hydrocarbon dewpoint specification of Section 2.1(b) on a nondiscriminatory, first come, first served basis. Nothing in this Section 2.3(b) affects Transporter's rights under Section 2.3(a) above or Section 15.1 of the GT&C of Transporter's FERC Tariff, to temporarily suspend or permanently reduce any waivers granted under this Section 2.3(b), in whole or in part, and Transporter may exercise such rights while this tariff sheet remains in effect. Waivers granted pursuant to this Section 2.3(b) shall be set forth below, in order of descending priority. No waiver having a higher priority shall be suspended, reduced, prorated or terminated to accommodate a waiver request which is later in time. If more than one waiver is granted pursuant to this Section 2.3(b), and if operating conditions require a suspension, reduction or termination (pursuant to the standards set forth in Section 2.3(a) or Section 15.1 of the GT&C) of the level of hydrocarbon dewpoint waivers granted under this Section 2.3(b), as measured by volumes or aggregate deviations from Section 2.1(b), Transporter shall suspend, reduce or terminate such waivers beginning with the last numbered waiver set for the below.

(1) Bantry, North Dakota Receipt Point

Subject to the provisions of Section 2.3(a) and Section 15.1 of the GT&C, Transporter will accept 80 MMcf/day of Contracted Capacity, plus Authorized Overrun Service, at the Bantry, North Dakota Receipt Point with a hydrocarbon dewpoint not to exceed 114 degrees Fahrenheit at prevailing operating pressure and a maximum energy content of 1.550 Dth/Mcf. C5+ at this Receipt Point shall be limited to no more than 0.6 mole % and less than 300bpd.

(2) Tioga, North Dakota Receipt Point

Subject to the provisions of Section 2.3(a) and Section 15.1 of the GT&C, Transporter will accept 61.5 MMcf/day of Contracted Capacity, plus Authorized Overrun Service, at the Tioga, North Dakota Receipt Point with a hydrocarbon dewpoint not to exceed a Cricondentherm limit of 82 degrees Fahrenheit and a maximum energy content of 1.446 Dth/Mcf. The Cricondenbar at this Receipt Point shall not exceed 1600 psig. Total Low Vapor Pressure (LVP) C3 + C4 shall be limited to no more than 7,500 bpd received at a constant rate of flow measured on an hourly basis over 24 hours. Total C3 shall be limited to no more than 17.2 mole % of the commingled stream and no

more than 7,500 bpd of LVP C3 received at a constant rate of flow measured on an hourly basis over 24 hours. Total C4 shall be limited to no more than 4.5 mole % of the commingled stream and no more than 2,000 bpd of LVP C4 received at a constant rate of flow measured on an hourly basis over 24 hours and continuously commingled with a minimum of 5,500 bpd of LVP C3 received at a constant rate of flow measured on an hourly basis over 24 hours. Total C5+ at this Receipt Point shall be limited to no more than 0.01 mole % of the commingled stream.

(3) ****

12. SCHEDULING OF TRANSPORTATION AND DELIVERIES

12.1 Transporter shall schedule all firm Transportation quantities prior to the scheduling of any interruptible quantities. Transportation quantities shall be scheduled in accordance with the following order of declining priority:

(a) Firm Transportation quantities within Shippers' Contracted Capacities under Rate Schedule FT-1, pro rata based on each Shipper's Contracted Capacity.

(b) Authorized Overrun Service quantities under Rate Schedule FT-1, allocated pursuant to Section 12.3.

(c) Interruptible Transportation quantities under Rate Schedule IT-1, allocated on the basis of rate paid, from highest to lowest, with pro rata allocation when the rate paid is equal, including the maximum Rate Schedule IT-1 Recourse Rates Usage Charge as set forth on Sheet No. 10.

12.2 (a) Scheduling at specific Receipt or Delivery Points shall be in accordance with the following order of declining priority:

(i) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 provided at Primary Receipt and Delivery Points, to the extent of Shipper's Primary Receipt and Delivery Point Capacity for such points, prorated on the basis of Shipper's Primary Receipt and Delivery Point Capacity at the Primary Receipt and Delivery Points, subject to Shipper's nominated volume.

(ii) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 at Receipt and Delivery Points within a Shipper's Primary Path for Shippers for which the Receipt or Delivery point is not a Primary Receipt or Delivery Point and Shippers nominating quantities greater than Shipper's Primary Receipt or Delivery Point Capacity at the Receipt or Delivery Point, prorated on the basis of each Shipper's share of the total of such nominations.

(iii) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 at Receipt or Delivery Points outside a Shipper's Primary Path for Shippers for which the Receipt or Delivery Point is not a Primary Receipt or Delivery Point, prorated on the basis of each such Shipper's share of the total of such nominations.

17. RIGHT TO COMMINGLE

17.1 Transporter shall have the unqualified right at all times to commingle Shipper's Gas with other Gas in Transporter's pipeline. It is recognized that Gas delivered by Transporter may not be the same molecules as those received from Shipper at the Receipt Point(s).

18. NOTICE OF CHANGES IN OPERATING CONDITIONS

18.1 Transporter and Shipper shall notify each other from time to time, as necessary, of expected changes in the rates of delivery or receipt of Gas, or in the pressures or other operating conditions, and the reason for such expected changes, to the end that the other party may be prepared to meet them when they occur.

19. POSSESSION OF GAS AND RESPONSIBILITY

19.1 As between Transporter and Shipper, Shipper shall be deemed to be in control and possession of, and responsible for, all Gas until it is delivered to Transporter at the Receipt Point(s) set forth in an executed Agreement, after which Transporter shall be deemed to be in control and possession of, and responsible for, such Gas until it is delivered at the Delivery Point(s). Transporter is authorized to relinquish control and possession of Shipper's Gas to a third party, at Shipper's direction, solely for the purpose of having the Gas processed by the third party. Transporter shall not be responsible for Shipper's Gas while it has relinquished custody and control of the Gas for processing.

(iv) The Primary Receipt and Delivery Point(s) associated with the Capacity to be released. The ratio of Primary Delivery Point Capacity to Contracted Capacity must not exceed 150 percent for the Capacity to be released or the Releasing Shipper's remaining Capacity.

42. AWARD OF AVAILABLE CAPACITY

42.1 This Section governs how capacity that becomes available on Transporter's system will be made available, except in cases of contract expiration governed by Section 36 of the GTC.

42.2 Transporter will post all capacity that becomes available on the Informational Postings area of its EDM.

42.3 When a Shipper expresses interest in posted available capacity, or if Transporter has advance knowledge that capacity will become available, Transporter may conduct an auction for such capacity, using the procedures set forth herein.

(a) Transporter shall post notice on its EDM of its intent to conduct an auction of available capacity. All postings made pursuant to this section shall contain: (i) the type of service that will be available; (ii) the available Primary Receipt and Primary Delivery Points; (iii) the quantity of available capacity; (iv) the term for which the capacity is available; (v) any minimum terms and conditions that would be acceptable for consideration; (vi) any minimum bid packages that would be acceptable; (vii) the NPV formula to be used in evaluating bids; and (viii) the bidding process.

(b) Notices shall be posted for a minimum of: (i) four (4) business hours for services offerings of 31 days or less; (ii) one (1) business day for service offerings with a term of more than 31 days but not greater than 92 days; (iii) three (3) business days for service offerings with a term of more that 92 days but not greater than 365 days; and (iv) five (5) business days for service offerings with a term greater than 365 days.

(c) A posting may specify either that Transporter reserves the right not to award capacity to any bid lower than the maximum applicable reservation rate, or that Transporter has established minimum acceptable bids by time period(s) for capacity that is subject to the auction. In the event that Transporter elects to establish minimum acceptable bids prior to the auction, Transporter may elect not to disclose the minimum acceptable bids at the time of posting but shall record and maintain such bids for a period of three (3) years.

Receipt Points

Receipt Point	Location of Interconnection	Milepost
Interconnect with Alliance Pipeline Limited Partnership	Renville County, North Dakota	0.00
Bantry, North Dakota	Alliance Block Valve 16-2	56.29
Tioga, North Dakota	Williams County, North Dakota	0.00 of Tioga Lateral
ACE Hub (notional)	Grundy and Will Counties, Illinois	

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement ("Agreement") is entered into this __ day of _____, 2000, by and between Alliance Pipeline L.P. ("Transporter"), a Delaware Limited Partnership, with its offices at 150, 6385 Old Shady Oak Road, Eden Prairie, MN U.S.A. 55344 and _____ ("Replacement Shipper"), a _____ corporation, with its offices at _____.

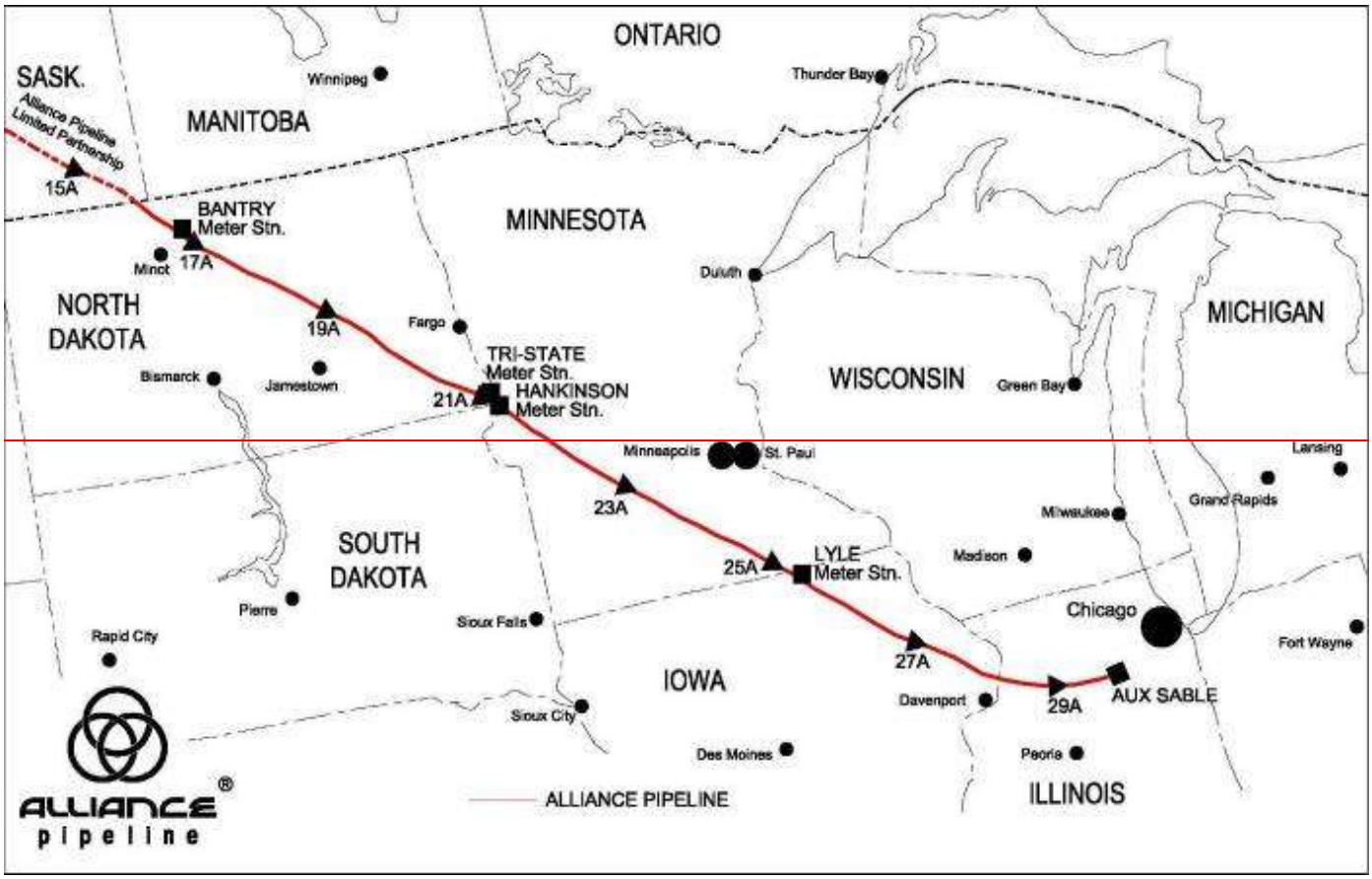
WHEREAS, Replacement Shipper desires Transporter to Transport Gas on its behalf in the event that Replacement Shipper is awarded Released Capacity on Transporter's system; and

WHEREAS, Transporter is willing to transport Gas under the terms and conditions of this Agreement.

NOW THEREFORE, Transporter and Replacement Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and the General Terms and Conditions ("GTC") of Transporter's FERC Gas Tariff ("Tariff"), as amended from time to time, constitute the Transportation service to be provided and the rights and obligations of Replacement Shipper and Transporter.

1. SCOPE OF AGREEMENT

Replacement Shipper and Transporter acknowledge that this Agreement is entered into pursuant to Section 23 of the GTC of Transporter's Tariff for the purpose of facilitating the Capacity Release process. Accordingly, Replacement Shipper agrees to be bound by the terms of its winning bid for Released Capacity Release or the terms of any Pre-Arranged Capacity Release to which it is a party ("Bid") if and when Transporter awards Replacement Shipper Capacity pursuant to any such Bid. Further, Replacement Shipper agrees that, in addition to the terms and conditions of this Agreement, with respect to Transportation under any Capacity awarded by Transporter, Replacement Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Replacement Shipper and Transporter agree that the term, rate, Capacity, Rate Schedule, Receipt and Delivery Point(s), recall and reput rights, and other terms and conditions as applicable, for each Capacity Release transaction under this Agreement, as identified in Replacement Shipper's Bid, are hereby incorporated by reference into this Agreement and made a part hereof.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Alliance Pipeline Limited Partnership
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MANITOBA
Thunder Bay
15A
BANTRY Meter Stn.
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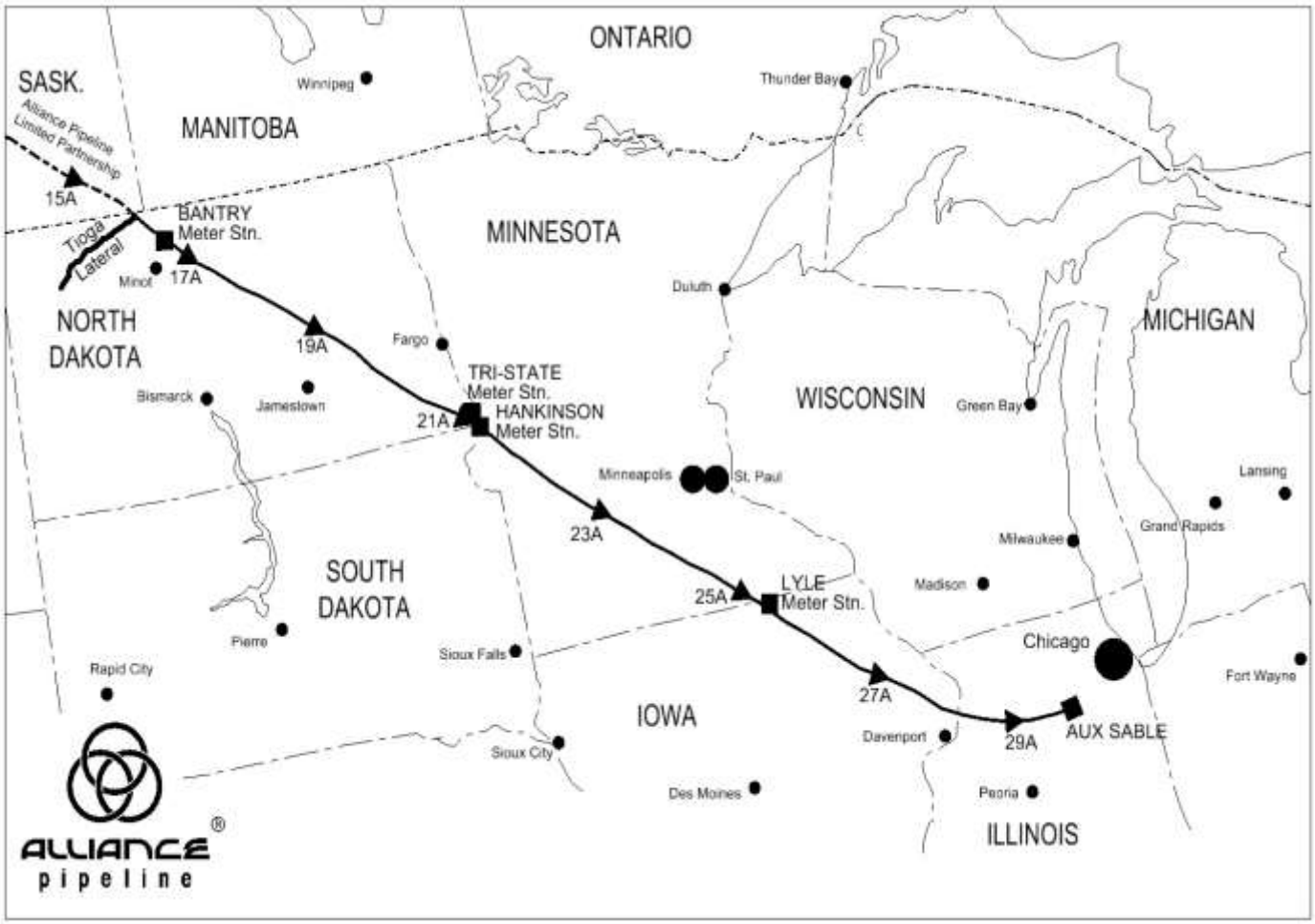
Minot
MINNESOTA
Duluth
NORTH DAKOTA
19A
Fargo
MICHIGAN
TRI-STATE Meter Stn.
HANKINSON Meter Stn.
21A
Bismarck
Jamestown
WISCONSIN
Green Bay
Minneapolis
St. Paul
Lansing
Grand Rapids
23A
Milwaukee
SOUTH DAKOTA
LYLE Meter Stn.
25A
Madison
Pierre
Chicago
Sioux Falls
Rapid City
Fort Wayne
27A
IOWA
Davenport
29A
AUX SABLE
Sioux City
Des Moines
Peoria
ALLIANCE PIPELINE
ILLINOIS
ALLIANCE pipeline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Thunder Bay
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Tioga Lateral
BANTRY Meter Stn.
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MINNESOTA
Duluth
NORTH DAKOTA
19A
Fargo
MICHIGAN
Bismarck
Jamestown
TRI-STATE Meter Stn.
21A
HANKINSON Meter Stn.
WISCONSIN
Green Bay
Minneapolis
St. Paul
Lansing
23A
Grand Rapids
Milwaukee
SOUTH DAKOTA
Madison
25A
LYLE Meter Stn.
Pierre
Chicago
Sioux Falls
Rapid City
Fort Wayne
27A
IOWA
Davenport
29A
AUX SABLE
Sioux City
Des Moines
Peoria
ILLINOIS
ALLIANCE pipeline

Statement of Recourse Rates 1/ 2/ 3/ 4/

Rate Schedule FT-1 Recourse Rates:

	Maximum	Minimum	
Reservation Charge	$16.0705	$ 0.0000	$ per Dth ~~per~~ / Month
Usage Charge	$ 0.0000	$ 0.0000	$ per Dth
AOS Charge	$ 0.5283	$ 0.0000	$ per Dth
Tioga Lateral Incremental Reservation Charge	$19.0209	$0.0000	$ per Dth / Month
Tioga Lateral Incremental Usage Charge	$0.0594	$0.0000	$ per Dth
Tioga Lateral Incremental AOS Charge	$0.6253	$0.0000	$ per Dth

Rate Schedule IT-1 Recourse Rates:

	Maximum	Minimum	
Usage Charge	$ 0.5283	$ 0.0000	$ per Dth
Tioga Lateral Incremental Usage Charge	$0.6847	$0.0000	$ per Dth

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1/ An ACA Unit Charge of $0.0018 per Dth, calculated in accordance with Section 30 of the GTC of Transporter's Tariff, shall be added to each rate set forth on Sheet No. 10.

2/ For invoicing purposes, the rates and surcharges set forth above (including the ACA Unit Charge) will be applied, as appropriate, to a) Shipper's Contracted Capacity as stated in the Firm Transportation Agreement and b) volumes of gas received by Transporter from Shipper for Transportation, after such Contracted Capacity and volumes of Gas received are converted to Dekatherms utilizing a Thermal Conversion Factor equal to 1.095 Dth per Mcf.

3/ Shippers under Rate Schedules FT-1 and IT-1 shall also provide Fuel in accordance with Section 14 of the GTC.

4/ The Recourse rates for FT-1 transportation service originating on the Tioga Lateral consist of the aggregate of the applicable Tioga Lateral incremental charge and the corresponding charge set forth immediately above such incremental charges.

Essential Elements of
Rate Schedule FT-1 Negotiated Rate Transactions 1/ 7/

Shipper Name	Contract Number	Negotiated Reservation Charge 2/ $/Dth/mo.	Negotiated AOS Charge 3/ $/Dth	Contracted Capacity MMcf/d	Primary Term Start – Primary Term End	Primary Delivery Point 4/ 6/	Delivery Point Capacity 5/ MMcf /d
Pecan Pipeline (North Dakota), Inc. 1/	US5040	17.8752	0.2938	40.000	02/01/2010-01/31/2011	Vector ANR Midwestern	20.000 20.000 20.000
				80.000	02/01/2011-01/31/2020	Vector ANR Midwestern	40.000 40.000 40.000

1/ The Negotiated Rate Contract for Pecan Pipeline (North Dakota), Inc. was filed on September 15, 2008 in Docket No. RP08-624-000 and approved by the Commission as a nondiscriminatory nonconforming Firm Transportation Agreement in Alliance Pipeline L.P., 125 FERC ¶ 61,109 (2008)

2/ The Negotiated Reservation Charge will be derived from the Rate Principles attached to the Pecan Pipeline (North Dakota), Inc. Firm Transportation Agreement. Reservation Charge Credits shall be provided in accordance with the terms of paragraph 2 of Appendix B of the Pecan Pipeline (North Dakota), Inc. Firm Transportation Agreement. For invoicing purposes, the Reservation Charge will be applied to the Contracted Capacity converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.

3/ The Negotiated AOS Charge shall be equal to 50% of the 100% load factor Reservation Charge. For invoicing purposes, the Negotiated AOS Charge will be applied to the AOS transportation volumes converted to Dekatherms utilizing a Thermal Conversion Factor of 1.250 Dth per Mcf.

4/ The name and location of each Delivery Point is listed in Sheet No. 290 of this tariff.

5/ Shippers Primary Delivery Point Capacity may equal up to 150% of the Contracted Capacity. Capacities as of February 1, 2010.

6/ Subject to change pursuant to Section 4 of Rate Schedule FT-1.

7/ The rates applicable to service at Secondary Receipt Points located on the Tioga Lateral shall be the aggregate of the applicable rates set forth above and the corresponding Tioga Lateral Incremental Recourse Rates set forth on Sheet No. 10.

~~Sheets Nos. 51 – 64~~Essential Elements of

~~Reserved for Future Use~~Rate Schedule FT-1 Negotiated Rate Transactions 1/

Shipper Name	Contract Number	Negotiated Reservation Charge 2/ $/Dth/mo.	Negotiated AOS Charge 3/ $/Dth	Tioga Lateral Incremental Usage Charge 4/ $/Dth	Contracted Capacity MMcf/d	Primary Term Start – Primary Term End 7/	Primary Delivery Point 5/	Delivery Point Capacity 6/ MMcf/d
Hess Corporation 1/	US5046	26.7400	0.0000 Or 0.4395	0.0730	61.500		Vector ANR	46.125 46.125

1/ The Negotiated Rate Contract for Hess Corporation was filed on January 25, 2012 in Docket No. CP12-50-000 and approved by the Commission as a nondiscriminatory nonconforming Firm Transportation Agreement in Alliance Pipeline L.P., 140 FERC ¶ 61,212 (2012).

2/ For invoicing purposes, the Negotiated Reservation Charge will be applied to the Shipper's Contracted Capacity converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
- a) 1.270 Dth per Mcf, or
- b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

3/ The Negotiated AOS Charge shall be the following:
- a) for the portion of volume transported as AOS during the month that is being invoiced that is less than or equal to 15% of Shipper's Contracted Capacity, the Negotiated AOS Charge shall be equal to $0.0000/Dth; and
- b) for the portion of volume transported as AOS during the month that is being invoiced that is greater than 15% of Shipper's Contracted Capacity, the Negotiated AOS Charge shall be equal to $0.4395/Dth.

For invoicing purposes, the Negotiated AOS Charge will be applied to the AOS transportation volumes converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
- a) 1.270 Dth per Mcf, or
- b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

4/ For invoicing purposes, the Tioga Lateral Incremental Usage Charge will be applied to the total volume of Shipper's Gas transported during the month that is being invoiced converted to Dekatherms utilizing a Thermal Conversion Factor, being the greater of:
- a) 1.270 Dth per Mcf, or
- b) the monthly average of the actual Heating Value of the Shipper's Gas transported during the month being invoiced.

5/ The name and location of each Delivery Point is listed in Sheet No. 290 of this tariff. Subject to change pursuant to Section 4 of Rate Schedule FT-1.

6/ Shippers Primary Delivery Point Capacity may equal up to 150% of the Contracted Capacity.

7/ The contract start date is the later of July 1, 2013 and the 1st day on which Transporter makes available Firm Transportation Service from the Tioga, North Dakota Receipt Point. The term of the contract is ten years.

Sheet Nos. 52 - 64

Reserved for Future Use

Non-conforming Agreements

Shipper Name	Contract Number	Start Date End Date	Rate Schedule
Pecan Pipeline (North Dakota), Inc.	US5040	02/01/2010 01/31/2020	FT-1
Hess Corporation 1/	US5046		FT-1

1/ The contract start date for contract number US5046 is the later of July 1, 2013 and the 1st day on which Transporter makes available Firm Transportation Service from the Tioga, North Dakota Receipt Point. The term of the contract is ten years.

RATE SCHEDULE FT-1

FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has (i) entered into a Firm Transportation Agreement with Transporter for Firm Transportation Service under this Rate Schedule; (ii) made arrangements acceptable to Transporter for Transportation service on upstream and downstream transporters; and (iii) satisfied the requirements of Section 22 of the GTC of Transporter's Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 On each Day during the term of a Firm Transportation Agreement the Shipper shall be entitled to request service hereunder subject to this Rate Schedule and the GTC. Nominations for service shall be made pursuant to Section 11 of the GTC. Service hereunder shall not be subject to curtailment or interruption except as provided for herein and in Section 15 of the GTC.

2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.

2.3 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Contracted Capacity, plus Authorized Overrun Service, plus an amount reflecting a Fuel Requirement as determined in Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Firm Transportation Agreement and the GTC. Such Contracted Capacity shall be specified in Shipper's Firm Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 290 of Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less associated Fuel Requirement, at the Receipt Point(s). If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser of: (i) the amount of Dths received for Shipper's account at the Receipt Point(s), less associated Fuel Requirement, or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

2.4 Except as may be required under Section 32 of the GTC, Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule.

2.5 Transporter shall determine periodically, and post on its Electronic Delivery Mechanism ("EDM"), the amount of capacity available in addition to the total Contracted Capacity under all Firm Transportation Agreements (the "Authorized Overrun Service" or "AOS" as defined in Section 1. of the GTC) and the AOS shall be available to all Shippers which have executed Firm Transportation Agreements. Actual capacity available for AOS will vary daily depending upon Shipper nominations for Firm Service and the capability of Transporter's system to provide Transportation. A firm Shipper may nominate AOS in excess of Shipper's Contracted Capacity.

2.6 Firm Shippers may nominate AOS in accordance with Section 11 of the GTC. If the total AOS nominations exceed the available AOS, AOS will be allocated to firm Shippers in accordance with Section 12.3 of the GTC .

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing to a Negotiated Rate for service provided hereunder, the rates applicable to Shipper for service hereunder shall be the maximum Recourse Rates as set forth on the effective Sheet No. 10. Transporter will negotiate rates in accordance with Section 39 of the GTC.

3.3 Effective as of the date of commencement of service, as provided for in the Firm Transportation Agreement, Transporter shall charge and Shipper shall pay for Transportation under this Rate Schedule each Month:

(a) subject to the credits set forth in Section 3.3(b), the sum of the following amounts:

(i) the applicable Negotiated or Recourse Reservation Charge, as set forth in Shipper's Firm Transportation Agreement, multiplied by Shipper's Contracted Capacity (converted to Dth, utilizing the applicable Thermal Conversion Factor);

(ii) the applicable Negotiated or Recourse Usage Charge, multiplied by the total volume actually received from Shipper during the Month (converted to Dth, utilizing the applicable Thermal Conversion Factor), less the Fuel Requirement, pursuant to Shipper's Firm Transportation Agreement;

(iii) the applicable Negotiated or Recourse AOS rate, multiplied by the Total volume actually received from Shipper above Contracted Capacity (converted to Dth, utilizing the Thermal Conversion Factor), during the Month, pursuant to Shipper's Firm Transportation Agreement;

(iv) any applicable ACA charges, pursuant to Section 30 of the GTC;

(v) any applicable late payment charge, as determined under Section 7.4 of the GTC;

(vi) any applicable penalties determined under Section 16 of the GTC; and

(vii) any unpaid Reservation Charges for Released Capacity, as determined under Section 23.4 of the GTC.

(b) The sum of the amounts set forth in Sections 3.3(a)(i) through (vii) shall be reduced by the sum of the credits set forth below, as applicable:

(i) any Reservation Charge Credits to which Shipper is entitled under Section 7 of this Rate Schedule;

(ii) any credits for Released Capacity determined under Section 23.5 of the GTC; and

(iii) Shipper's allocable share of any revenue credits as determined in accordance with Section 34 of the GTC.

3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligations to pay any adjustments or penalties under Section 7 of the GTC.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Receipt Point(s) at which Transporter shall receive gas for Transportation hereunder shall be the points listed on Sheet No. 289 of Transporter's Tariff.

Such Shipper's Monthly Bill for the subsequent Month, however, shall be reduced by a Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the difference between the volume scheduled pursuant to Section 12 of the GTC and made available by a Shipper, and the volume received by Transporter. Such Shipper shall be entitled to an additional Reservation Charge Credit in an amount equal to the applicable Reservation Charge, divided by the number of Days in the Month, and multiplied by the volume (based on the average heat content of such Shipper's Gas) difference between the Dths actually received from a Shipper, minus the Fuel Requirement, and the amount of Dths actually delivered to such Shipper. If, however, Transporter and Shipper mutually agree, Transporter may transport make-up Gas for Shipper within an agreed-upon period of time, in which event Transporter shall be relieved of its obligation to provide Reservation Charge Credits. Reservation Charge Credits shall only be available with respect to quantities scheduled as part of the Shipper's Contracted Capacity for receipt from Shipper's Primary Receipt Point(s) and delivery to Shipper's Primary Delivery Point(s). The tendering of make-up Gas will in no way impact the availability of service under any Firm Transportation Agreement.

8. RESERVATIONS

Transporter reserves the right to take actions as may be required to preserve the integrity of Transporter's system, including maintenance of service to other Shippers under Rate Schedule FT-1.

9. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and Firm Transportation Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the Commission for which Transporter has filed or in which Transporter has agreed to participate.

10. GENERAL TERMS AND CONDITIONS

All of the GTC of Transporter's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder, and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GTC and the provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Firm Transportation Agreement under this Rate Schedule shall control. In the event of a conflict between the provisions of this Rate Schedule and a Firm Transportation Agreement, the specific provisions of this Rate Schedule shall prevail.

RATE SCHEDULE IT-1

INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called "Shipper", which has requested Interruptible Transportation Service pursuant to Section 10 of the GTC of Transporter's Tariff and, after review and acceptance of such request by Transporter, has entered into an Interruptible Transportation Agreement with Transporter for Interruptible Transportation Service under this Rate Schedule, and which has satisfied the requirements of Section 22 of the GTC.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Year, and will be interruptible, as provided herein, and pursuant to Shipper's Interruptible Transportation Agreement and the GTC.

2.2 Transporter may refuse to render service hereunder if and for so long as Shipper is in default under any Firm or Interruptible Transportation Agreement with Transporter, or under the GTC.

2.3 Shipper hereunder shall be subject to curtailment or interruption at any time that deliveries hereunder would in any way interfere with or restrict Transporter's ability to make deliveries of Gas under Rate Schedule FT-1, including AOS.

2.4 Transporter will receive for Shipper's account for Transportation hereunder daily quantities of Gas up to Shipper's Maximum Daily Transportation Quantity ("MDTQ"), as set forth in its Interruptible Transportation Agreement, plus an amount reflecting the Fuel Requirement as determined under Section 14 of the GTC, at the Receipt Point(s) on Transporter's system available to Shipper pursuant to Shipper's Interruptible Transportation Agreement and the GTC. Such MDTQ shall be specified in Shipper's Interruptible Transportation Agreement. Transporter will deliver for Shipper's account, at the Delivery Point(s) nominated by Shipper from the Delivery Points listed on Sheet No. 290 to Transporter's Tariff, Dths equivalent to the amount of Dths received by Transporter, less the associated Fuel Requirement, at the Receipt Point(s). If Shipper so directs Transporter, Transporter will transport Shipper's gas to the designated Processing Delivery Point for processing and, after processing, transport, for the Shipper's account, to nominated downstream Delivery Point(s), Dths equivalent to the lesser of: (i) the amount of Dths received for Shipper's account at the Receipt Point(s), less associated Fuel Requirement or (ii) the amount of Dths received for Shipper's account at the outlet of the Processing Plant.

2.5 Transporter shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Transportation service to Shipper pursuant to this Rate Schedule. Transporter is free to contract at any time with other parties to provide new Transportation services (whether firm or interruptible) without liability to Shipper for any resulting interruption or reduction of Transportation service hereunder.

3. RATES

3.1 The applicable maximum and minimum unit rates for service hereunder are set forth in the currently effective Sheet No. 10 of this Tariff and are hereby incorporated herein.

3.2 Unless Transporter and Shipper agree in writing upon a discounted rate for service provided hereunder, the rate applicable to Shipper for service hereunder shall be the applicable maximum Rate Schedule IT-1 Recourse Rates Usage Charge as set forth on the effective Sheet No. 10.

3.3 Effective as of the date of commencement of service, as provided for in the Interruptible Transportation Agreement, Transporter shall charge and Shipper shall pay Transporter for Transportation service under this Rate Schedule each Month the applicable Rate Schedule IT-1 Recourse Rates Usage Charge, multiplied by the total volume of Gas received from Shipper (converted to Dth, utilizing the applicable Thermal Conversion Factor), less the Fuel Requirement, during the Month, pursuant to Shipper's Interruptible Transportation Agreement.

3.4 Nothing in this Section 3 shall be construed as in any way relieving Shipper from its obligation to pay any adjustments or penalties under Section 7 of the GTC.

4. RECEIPT AND DELIVERY POINTS

4.1 The Receipt Point(s) at which Transporter may receive Gas for Transportation hereunder shall be those points listed on Sheet No. 289 of Transporter's Tariff.

4.2 The Delivery Point(s) at which Transporter may deliver Gas for Shipper's account under this Rate Schedule shall be those points listed on Sheet No. 290 of Transporter's Tariff.

5. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Shipper desires Transportation of Natural Gas on any Day under this Rate Schedule, Shipper must nominate and schedule service in accordance with Sections 11 and 12 of the GTC. If nominations exceed available Interruptible Transportation Service, the available service shall be apportioned pursuant to Section 12 of the GTC.

"North American Energy Standards Board Wholesale Gas Quadrant" or "NAESB WGQ" or "NAESB" means the Wholesale Gas Quadrant of the North American Energy Standards Board, as the accredited organization established to set standards for certain natural gas business practices and procedures.

"Operator" means a Person retained by Transporter to operate its pipeline systems pursuant to Section 38 of the GTC.

"PAL Quantity" means the Shipper's scheduled quantity in a nomination cycle for the Nom PAL and Auto PAL service options under Rate Schedule PAL in the ACE Hub as stated in the applicable Schedule of a PAL Service Agreement.

"PAL Service Agreement" means an agreement, in the form contained in this Tariff, for Park and Loan service pursuant to Rate Schedule PAL under which Term PAL, Nom PAL, or Auto PAL service options may be rendered within the ACE Hub.

"Person" means an individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

"Pre-Arranged Release" means a Capacity Release transaction pursuant to Section 23 of the GTC wherein the terms of the release are agreed to between the Releasing Shipper and the Replacement Shipper in advance of notifying Transporter or posting the Release on Transporter's EDM.

"Pre-Arranged Replacement Shipper" means a Person acquiring Capacity through a Pre-Arranged Release under Section 23 of the GTC.

"Primary Delivery Point" means those Delivery Points identified on Appendix A to Shipper's~~'~~ Firm Transportation Agreement where Transporter delivers Gas to Shipper or for Shipper's account, to the extent of the capacity entitlement identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Delivery Point Capacity" means Shippers capacity entitlement at the Primary Delivery Point(s) identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Path" means the portion of capacity physically located between a Shipper's designated Primary Receipt Point and Primary Delivery Point.

"Primary Receipt Point" means those Receipt Points identified on Appendix A to Shipper's Firm Transportation Agreement where Transporter receives Gas from Shipper

or for Shipper's account, to the extent of the capacity entitlement identified on Appendix A to Shipper's Firm Transportation Agreement.

"Primary Receipt Point Capacity" means Shipper's capacity entitlement at the Primary Receipt Point(s) identified on Appendix A to Shipper's Firm Transportation Agreement.

"Processing Delivery Point" means the Delivery Point identified on Sheet No. 290 where Transporter delivers gas for processing at the Aux Sable facilities for Shippers who have entered into an Extraction Agreement with Aux Sable.

"Processing Plant" means that natural gas processing plant located in Grundy County, Illinois owned by Aux Sable.

"Psia" or "psia" means pounds per square inch absolute.

"Rate Schedule" means any one of Transporter's Rate Schedules in Transporter's FERC Gas Tariff.

"Receipt Point" means ~~the~~ a point specified in a Firm Transportation Agreement or an Interruptible Transportation Agreement, or a point nominated for receipt by displacement of Shipper's Gas in the ACE Hub pursuant to an IW Agreement, or the ACE Hub (notional) point for Rate Schedule PAL and the administrative Title Transfer service where Shipper provides Gas to Transporter.

"Recourse Rate" shall mean the applicable maximum Tariff rate that would apply to a service but for the rate flexibility allowed under the Discounted and Negotiated Rate provisions of the GTC of this Tariff.

"Released Capacity" means Capacity released by a Releasing Shipper to a Replacement Shipper pursuant to Section 23 of the GTC.

"Releasing Shipper" means a Shipper under Rate Schedule FT-1 who releases Capacity pursuant to Section 23 of the GTC.

"Replacement Shipper" means a Person acquiring Released Capacity pursuant to Section 23 of the GTC.

"Reservation Charge" means the reservation charge component of the rate applicable to Firm Transportation Service as specified in Transporter's Tariff and the Firm Transportation Agreement between such Shipper and Transporter, or the reservation charge applicable to a Term PAL service option pursuant to Rate Schedule PAL and a PAL Service Agreement.

"Secondary Delivery Point" means those Delivery Points listed on Sheet No. 290 available to a Shipper, to the extent Shipper has not designated capacity at the individual point as Primary Delivery Point Capacity.

"Secondary Receipt Point" means those Receipt Points listed on Sheet No. 289 available to a Shipper, to the extent Shipper has not designated capacity at the individual point as Primary Receipt Point Capacity.

"Shipper" means an entity who enters into a Firm Transportation Agreement with Transporter, or who has executed an Assignment and Novation Agreement with Transporter, or who has acquired Firm Transportation Service rights pursuant to the provisions of Section 23 of the GTC hereof or, if the context so requires, a person who has executed an Interruptible Transportation Agreement, or a PAL Service Agreement, or an Interruptible Wheeling Agreement, or a Title Transfer Agreement pursuant to this Tariff.

"Tariff" means Transporter's FERC Gas Tariff, as amended and approved from time to time by the Commission.

"Thermal Conversion Factor" shall mean the Dekatherm factor, as determined by Transporter, which reflects a representative energy content of the system-wide composite gas stream delivered to Transporter at the ~~receipt point~~Receipt Point designated "Interconnect with Alliance Pipeline Limited Partnership" on Sheet No. 289. Except as otherwise expressly stated in a Negotiated Rate Firm Transportation Agreement, ~~The~~ the Thermal Conversion Factor identified on Sheet No. 10 of Transporter's Tariff will be used ~~solely~~ to assign an energy value to volumetric quantities of Gas and Contracted Capacity for invoicing purposes. ~~The Thermal Conversion Factor will be expressed on Sheet No. 10 of Transporter's Tariff.~~

2.2 Failure to Conform: In the event Natural Gas delivered by a Shipper fails to meet the specifications in Section 2.1, Transporter may refuse to receive the Natural Gas, in which case, Transporter will, as soon as possible, inform the Shipper to allow Shipper to promptly remedy any deficiency in quality.

2.3 Waivers:

(a) Transporter reserves the right to waive any or all such Gas quality provisions, in a not unduly discriminatory manner, if it is determined by Transporter that such waiver can be granted without, in any way, jeopardizing the integrity of its system or violating any requirements of downstream systems.

(b) Hydrocarbon dewpoint waivers

Transporter shall waive the hydrocarbon dewpoint specification of Section 2.1(b) on a nondiscriminatory, first come, first served basis. Nothing in this Section 2.3(b) affects Transporter's rights under Section 2.3(a) above or Section 15.1 of the GT&C of Transporter's FERC Tariff, to temporarily suspend or permanently reduce any waivers granted under this Section 2.3(b), in whole or in part, and Transporter may exercise such rights while this tariff sheet remains in effect. Waivers granted pursuant to this Section 2.3(b) shall be set forth below, in order of descending priority. No waiver having a higher priority shall be suspended, reduced, prorated or terminated to accommodate a waiver request which is later in time. If more than one waiver is granted pursuant to this Section 2.3(b), and if operating conditions require a suspension, reduction or termination (pursuant to the standards set forth in Section 2.3(a) or Section 15.1 of the GT&C) of the level of hydrocarbon dewpoint waivers granted under this Section 2.3(b), as measured by volumes or aggregate deviations from Section 2.1(b), Transporter shall suspend, reduce or terminate such waivers beginning with the last numbered waiver set for the below.

(1) ~~Pecan~~ Bantry~~-~~, North Dakota Receipt Point

Subject to the provisions of Section 2.3(a) and Section 15.1 of the GT&C, Transporter will accept 80 MMcf/day of Contracted Capacity, plus Authorized Overrun Service, at the ~~Pecan~~ Bantry, North Dakota Receipt Point with a hydrocarbon dewpoint not to exceed 114 degrees Fahrenheit at prevailing operating pressure and a maximum energy content of 1.550 Dth/Mcf. C5+ at this Receipt Point shall be limited to no more than 0.6 mole % and less than 300bpd.

(2) ~~****~~Tioga, North Dakota Receipt Point

Subject to the provisions of Section 2.3(a) and Section 15.1 of the GT&C, Transporter will accept 61.5 MMcf/day of Contracted Capacity, plus Authorized Overrun Service, at the Tioga, North Dakota Receipt Point with a hydrocarbon dewpoint not to exceed a Cricondentherm limit of 82 degrees Fahrenheit and a maximum energy content of 1.446 Dth/Mcf. The Cricondenbar at this Receipt Point shall not exceed 1600 psig. Total Low Vapor Pressure (LVP) C3 + C4 shall be limited to no more than 7,500 bpd received at a constant rate of flow measured on an hourly basis over 24 hours. Total

C3 shall be limited to no more than 17.2 mole % of the commingled stream and no more than 7,500 bpd of LVP C3 received at a constant rate of flow measured on an hourly basis over 24 hours. Total C4 shall be limited to no more than 4.5 mole % of the commingled stream and no more than 2,000 bpd of LVP C4 received at a constant rate of flow measured on an hourly basis over 24 hours and continuously commingled with a minimum of 5,500 bpd of LVP C3 received at a constant rate of flow measured on an hourly basis over 24 hours. Total C5+ at this Receipt Point shall be limited to no more than 0.01 mole % of the commingled stream.

(3) ****

12. SCHEDULING OF TRANSPORTATION AND DELIVERIES

12.1 Transporter shall schedule all firm Transportation quantities prior to the scheduling of any interruptible quantities. Transportation quantities shall be scheduled in accordance with the following order of declining priority:

(a) Firm Transportation quantities within Shippers' Contracted Capacities under Rate Schedule FT-1, pro rata based on each Shipper's Contracted Capacity.

(b) Authorized Overrun Service quantities under Rate Schedule FT-1, allocated pursuant to Section 12.3.

(c) Interruptible Transportation quantities under Rate Schedule IT-1, allocated on the basis of rate paid, from highest to lowest, with pro rata allocation when the rate paid is equal, including the maximum Rate Schedule IT-1 Recourse Rates Usage Charge as set forth on Sheet No. 10.

12.2 (a) Scheduling at specific Receipt or Delivery Points shall be in accordance with the following order of declining priority:

(i) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 provided at Primary Receipt and Delivery Points, to the extent of Shipper's Primary Receipt and Delivery Point Capacity for such ~~Delivery Point~~points, prorated on the basis of Shipper's Primary Receipt and Delivery Point Capacity at the Primary Receipt and Delivery Points, subject to Shipper's nominated volume.

(ii) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 at Receipt and Delivery Points within a Shipper's Primary Path for Shippers for which the Receipt or Delivery point is not a Primary Receipt or Delivery Point and Shippers nominating quantities greater than Shipper's Primary Receipt or Delivery Point Capacity at the Receipt or Delivery Point, prorated on the basis of each Shipper's share of the total of such nominations.

(iii) All Firm Transportation Service (including AOS quantities) under Rate Schedule FT-1 at Receipt or Delivery Points outside a Shipper's Primary Path for Shippers for which the Receipt or Delivery Point is not a Primary Receipt or Delivery Point, prorated on the basis of each such Shipper's share of the total of such nominations.

17. RIGHT TO COMMINGLE

17.1 Transporter shall have the unqualified right at all times to commingle Shipper's Gas with other Gas in Transporter's pipeline. It is recognized that Gas delivered by Transporter may not be the same molecules as those received from Shipper at the Receipt Point(s).

18. NOTICE OF CHANGES IN OPERATING CONDITIONS

18.1 Transporter and Shipper shall notify each other from time to time, as necessary, of expected changes in the rates of delivery or receipt of Gas, or in the pressures or other operating conditions, and the reason for such expected changes, to the end that the other party may be prepared to meet them when they occur.

19. POSSESSION OF GAS AND RESPONSIBILITY

19.1 As between Transporter and Shipper, Shipper shall be deemed to be in control and possession of, and responsible for, all Gas until it is delivered to Transporter at the Receipt Point(s) set forth in an executed Agreement, after which Transporter shall be deemed to be in control and possession of, and responsible for, such Gas until it is delivered at the Delivery Point(s). Transporter is authorized to relinquish control and possession of Shipper's Gas to a third party, at Shipper's direction, solely for the purpose of having the Gas processed by the third party. Transporter shall not be responsible for Shipper's Gas while it has relinquished custody and control of the Gas for processing.

(iv) The Primary Receipt and Delivery Point(s) associated with the Capacity to be released. The ratio of Primary Delivery Point Capacity to Contracted Capacity must not exceed 150 percent for the Capacity to be released or the Releasing Shipper's remaining Capacity.

42. AWARD OF AVAILABLE CAPACITY

42.1 This Section governs how capacity that becomes available on Transporter's system will be made available, except in cases of contract expiration governed by Section 36 of the GTC.

42.2 Transporter will post all capacity that becomes available on the Informational Postings area of its EDM.

42.3 When a Shipper expresses interest in posted available capacity, or if Transporter has advance knowledge that capacity will become available, Transporter may conduct an auction for such capacity, using the procedures set forth herein.

(a) Transporter shall post notice on its EDM of its intent to conduct an auction of available capacity. All postings made pursuant to this section shall contain: (i) the type of service that will be available; (ii) the available Primary Receipt—— and Primary Delivery Points; (iii) the quantity of available capacity; (iv) the term for which the capacity is available; (v) any minimum terms and conditions that would be acceptable for consideration; (vi) any minimum bid packages that would be acceptable; (vii) the NPV formula to be used in evaluating bids; and (viii) the bidding process.

(b) Notices shall be posted for a minimum of: (i) four (4)——— business hours for services offerings of 31 days or less; (ii) one (1) business day for service offerings with a term of more than 31 days but not greater than 92 days; (iii) three (3) business days for service offerings with a term of more that 92 days but not greater than 365 days; and (iv) five (5) business days for service offerings with a term greater than 365 days.

(c) A posting may specify either that Transporter reserves the right not to award capacity to any bid lower than the maximum applicable reservation rate, or that Transporter has established minimum acceptable bids by time period(s) for capacity that is subject to the auction. In the event that Transporter elects to establish minimum acceptable bids prior to the auction, Transporter may elect not to disclose the minimum acceptable bids at the time of posting but shall record and maintain such bids for a period of three (3) years.

Receipt Points

Receipt Point	Location of Interconnection	Milepost
Interconnect with Alliance Pipeline Limited Partnership	Renville County, North Dakota	0.00
~~Interconnect with Pecan Pipeline (North Dakota), Inc.~~	Bantry, North Dakota	Alliance Block Valve 16-2 56.29
Tioga, North Dakota	Williams County, North Dakota	0.00 of Tioga Lateral
ACE Hub (notional)	Grundy and Will Counties, Illinois	

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement ("Agreement") is entered into this __ day of _____, 2000, by and between Alliance Pipeline L.P. ("Transporter"), a Delaware Limited Partnership, with its offices at 150, 6385 Old Shady Oak Road, Eden Prairie, MN U.S.A. 55344 and _____ ("Replacement Shipper"), a _____ corporation, with its offices at _____.

WHEREAS, Replacement Shipper desires Transporter to Transport Gas on its behalf in the event that Replacement Shipper is awarded Released Capacity on Transporter's system; and

WHEREAS, Transporter is willing to transport Gas under the terms and conditions of this Agreement.

NOW THEREFORE, Transporter and Replacement Shipper agree that the terms below, together with the terms and conditions of Transporter's applicable Rate Schedule and the General Terms and Conditions ("GTC") of Transporter's FERC Gas Tariff ("Tariff"), as amended from time to time, constitute the Transportation service to be provided and the rights and obligations of Replacement Shipper and Transporter.

1. SCOPE OF AGREEMENT

Replacement Shipper and Transporter acknowledge that this Agreement is entered into pursuant to Section 23 of the GTC of Transporter's Tariff for the purpose of facilitating the Capacity Release process. Accordingly, Replacement Shipper agrees to be bound by the terms of its winning bid for Released Capacity Release or the terms of any Pre-Arranged Capacity Release to which it is a party ("Bid") if and when Transporter awards Replacement Shipper Capacity pursuant to any such Bid. Further, Replacement Shipper agrees that, in addition to the terms and conditions of this Agreement, with respect to Transportation under any Capacity awarded by Transporter, Replacement Shipper's rights under this Agreement shall not exceed those of the Releasing Shipper. Replacement Shipper and Transporter agree that the term, rate, Capacity, Rate Schedule, Receipt and Delivery Point(s), recall and reput rights, and other terms and conditions as applicable, for each Capacity Release transaction under this Agreement, as identified in Replacement Shipper's Bid, are hereby incorporated by reference into this Agreement and made a part hereof.