

TOLL SCHEDULES

INDEX

<u>Toll Schedule Designation and Title</u>	<u>Sheet No.</u>
Toll Schedule MN365 365 Day Firm Transportation Service	S.2.1 - 1
Toll Schedule MN151 151 Day Firm Transportation Service	S.2.2 - 1
Toll Schedule MN90 90 Day Firm Transportation Service	S.2.3 - 1
Toll Schedule OP214 214 Day Off-Peak Firm Transportation Service	S.2.4 - 1
Toll Schedule OP275 275 Day Off-Peak Firm Transportation Service	S.2.5 - 1
Toll Schedule MNIT Interruptible Transportation Service	S.2.6 - 1
Toll Schedule MNSTS Storage Transportation Service	S.2.7 - 1
Toll Schedule MNITMR Interruptible Transportation Minimum Revenue Service	S.2.8 - 1

TOLL SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested firm transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Toll Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year, and will be firm, except as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting a Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide new service pursuant to this Toll Schedule.

3. TOLLS

3.1 The applicable unit tolls for service hereunder are set forth in the Toll Sheets and are hereby incorporated herein. The tolls in this Toll Schedule are subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement.

3.2 Effective as of the Date of Commencement of Service, as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including backhaul service (provided that Customer backhauling gas through a change in designation of receipt and delivery points shall not be required to pay an extra toll for such backhaul service), under this Toll Schedule each Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Monthly Reservation Charge:

The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge Within Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the MDTQ.

(2) The Usage Charge Outside Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the MDTQ.

(C) The applicable Pipeline Abandonment Cost Toll Surcharge as outlined in Maritimes & Northeast Pipeline Management Tariff Toll Sheet S.1.8-1

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Used Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, subject to reduction by Pipeline on a pro rata basis with other Customers using the Point of Receipt as a Secondary Point of Receipt in order to permit Pipeline to receive Company Used Gas. Customer's secondary receipt right at a Secondary Point of Receipt shall be equal to the capacity of Pipeline's facilities at such Point of Receipt or Customer's MDTQ, whichever is less.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a

Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested firm transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline (and confirmation by Pipeline that such service can be offered as complementary service has been requested under Toll Schedule OP214), has entered into a Service Agreement with Pipeline for firm service under this Toll Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to complementary service being requested under Toll Schedule OP214, service hereunder is available during the period commencing November 1 and ending March 31 of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide new service pursuant to this Toll Schedule.

3. TOLLS

3.1 The applicable unit tolls for service hereunder are set forth in the currently effective Toll Sheets and are hereby incorporated herein. The tolls in this Toll Schedule are subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement.

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including backhaul service (provided that Customer backhauling gas through a change in designation of receipt and delivery points shall not be required to pay an extra toll for such backhaul service), under this Toll Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

- (A) Monthly Reservation Charge:
The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and
- (B) Monthly Usage Charge consisting of the sum of the following daily charges:
 - (1) The Usage Charge Within Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the MDTQ.
 - (2) The Usage Charge Outside Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the MDTQ.
- (C) The applicable Pipeline Abandonment Cost Toll Surcharge as outlined in Maritimes & Northeast Pipeline Management Tariff Toll Sheet S.1.8-1.

4. POINTS OF RECEIPT AND DELIVERY

- 4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Used Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, subject to reduction by Pipeline on a pro rata basis with other Customers using the Point of Receipt as a Secondary Point of Receipt in order to permit Pipeline to receive Company Used Gas. Customer's secondary receipt right at a Secondary Point of Receipt shall be equal to the capacity of Pipeline's facilities at such Point of Receipt or Customer's MDTQ, whichever is less.
- 4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of

Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE MN 90
90 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested firm transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline (and confirmation by Pipeline that such service can be offered as complementary service has been requested under Toll Schedule OP275), has entered into a Service Agreement with Pipeline for firm service under this Toll Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to complementary service being requested under Toll Schedule OP275, service hereunder is available during the period commencing December 1 and ending February 28 of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide new service pursuant to this Toll Schedule.

3. TOLLS

3.1 The applicable unit tolls for service hereunder are set forth in the currently effective Toll Sheets and are hereby incorporated herein. The tolls in this Toll Schedule are subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement.

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including backhaul service (provided that Customer backhauling gas through a change in designation of receipt and delivery points shall not be required to pay an extra toll for such backhaul service), under this Toll Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Monthly Reservation Charge:

The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge Within Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the MDTQ.

(2) The Usage Charge Outside Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the MDTQ.

(C) The applicable Pipeline Abandonment Cost Toll Surcharge as outlined in Maritimes & Northeast Pipeline Management Tariff Toll Sheet S.1.8-1.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Used Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, subject to reduction by Pipeline on a pro rata basis with other Customers using the Point of Receipt as a Secondary Point of Receipt in order to permit Pipeline to receive Company Used Gas. Customer's secondary receipt right at a Secondary Point of Receipt shall be equal to the capacity of Pipeline's facilities at such Point of Receipt or Customer's MDTQ, whichever is less.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a

Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE OP214
214 DAY OFF-PEAK FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested firm transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline (and confirmation by Pipeline that such service can be offered as complementary service has been requested under Toll Schedule MN151), has entered into a Service Agreement with Pipeline for firm service under this Toll Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to complementary service being requested under Toll Schedule MN151, service hereunder is available during the period commencing April 1 and ending October 31 of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide new service pursuant to this Toll Schedule.

3. TOLLS

3.1 The applicable unit tolls for service hereunder are set forth in the currently effective Toll Sheets and are hereby incorporated herein. The tolls in this Toll Schedule are subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement.

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge, and Customer shall pay Pipeline for mainline transportation service, including backhaul service (provided that Customer backhauling gas through a change in designation of receipt and delivery points shall not be required to pay an extra toll for such backhaul service), under this Toll Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Monthly Reservation Charge:

The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge Within Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the MDTQ.

(2) The Usage Charge Outside Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the MDTQ.

(C) The applicable Pipeline Abandonment Cost Toll Surcharge as outlined in Maritimes & Northeast Pipeline Management Tariff Toll Sheet S.1.8-1.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Used Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, subject to reduction by Pipeline on a pro rata basis with other Customers using the Point of Receipt as a Secondary Point of Receipt in order to permit Pipeline to receive Company Used Gas. Customer's secondary receipt right at a Secondary Point of Receipt shall be equal to the capacity of Pipeline's facilities at such Point of Receipt or Customer's MDTQ, whichever is less.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a

Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE OP275
275 DAY OFF-PEAK FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested firm transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline (and confirmation by Pipeline that such service can be offered as complementary service has been requested under Toll Schedule MN90), has entered into a Service Agreement with Pipeline for firm service under this Toll Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Subject to complementary service being requested under Toll Schedule MN90, service hereunder is available during the period commencing March 1 and ending November 30 of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide new service pursuant to this Toll Schedule.

3. TOLLS

3.1 The applicable unit tolls for service hereunder are set forth in the currently effective Toll Sheets and are hereby incorporated herein. The tolls in this Toll Schedule are subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement.

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge, and Customer shall pay Pipeline for mainline transportation service, including backhaul service (provided that Customer backhauling gas through a change in designation of receipt and delivery points shall not be required to pay an extra toll for such backhaul service), under this Toll Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Monthly Reservation Charge:

The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge Within Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the MDTQ.

(2) The Usage Charge Outside Tolerances, as set forth in the Toll Sheets, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the MDTQ.

(C) The applicable Pipeline Abandonment Cost Toll Surcharge as outlined in Maritimes & Northeast Pipeline Management Tariff Toll Sheet S.1.8-1.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Used Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, subject to reduction by Pipeline on a pro rata basis with other Customers using the Point of Receipt as a Secondary Point of Receipt in order to permit Pipeline to receive Company Used Gas. Customer's secondary receipt right at a Secondary Point of Receipt shall be equal to the capacity of Pipeline's facilities at such Point of Receipt or Customer's MDTQ, whichever is less.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a

Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

**TOLL SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE**

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested interruptible transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline, has entered into a Service Agreement with Pipeline for interruptible service under this Toll Schedule.

Pipeline shall post on the ECS its estimate of the quantity of available interruptible service which Pipeline expects to be able to render to Customers during the succeeding month.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year, and will be interruptible as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Service hereunder shall be subject to curtailment or interruption at any time that Pipeline determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict Pipeline's ability to make deliveries of gas under any and all transportation services having a higher priority on Pipeline's system than service requested hereunder. Subject to the foregoing, Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

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

3. TOLLS

Interruptible Transportation service under this MNIT Toll Schedule shall be subject to a floor equivalent to 175% of the applicable 100% load factor MN365 reservation and usage charges, In addition, the applicable pipeline abandonment cost toll surcharge shall apply.

Bids for Interruptible Transportation service shall be expressed in dollars per GJ (\$/GJ) and be subject to minimum increments of \$0.01/GJ per bid. Each bid increment shall hereafter be referred to as a "nominated toll level".

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

4.1 If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

4.2 Quantities available for interruptible service will be allocated in accordance with the provisions of Sections 4.2 and 4.3 hereof. In addition to the information required from Customers for nominations for other services, all nominations for interruptible service shall contain the following information:

- (i) the nominated toll level
- (ii) the nominated quantity; and
- (iii) if applicable, a minimum quantity acceptable to Customer.

Subject to the provisions set out in this Toll Schedule MNIT, Pipeline shall authorize available interruptible service as part of its regular authorization process (see Articles 5 and 6 of the GT&C) in the following manner. Nominations will be authorized in descending order from highest to lowest nominated toll level. The total nominated quantity at each nominated toll level will be authorized before any nominations are authorized in the next lowest nominated toll level. If the remaining available Interruptible Transportation service is insufficient to provide service for all nominated quantities at a nominated toll level, the remaining available interruptible service will be authorized on a pro rata basis amongst all interruptible service nominations, at such nominated toll level.

On any Day, should a Customer advise Pipeline, within one hour of notice by Pipeline of the authorized quantity, that it is unable to utilize any portion of its authorized interruptible capacity to be effective 9:00 a.m. CT the following Day, then Pipeline will offer such excess capacity to other Customers who were not authorized their full nominated capacity. Such offerings by Pipeline shall be conducted consecutively based on nominated tolls, from the highest to lowest price, with service to be effective 9:00 am CT the following Day. Pipeline will continue such efforts until such time that interconnecting pipelines will no longer accept revisions to confirmed nominations to be effective 9:00 am CT the following Day.

4.3 A Customer shall confirm its intention to use the transportation service authorized by Pipeline either by allowing its original nomination to stand, if the full nominated quantity has been authorized by Pipeline, or by renomination, if only a portion of the nominated transportation service is authorized by Pipeline. If Customer fails to renominate the authorized quantity within one hour after Customer has been notified of the authorized quantity, Customer shall be deemed to have renominated the authorized quantity.

A Customer may include as part of its nomination, a minimum quantity that will be acceptable to the Customer. In the event that Pipeline cannot authorize at least the minimum quantity specified by the Customer in its nomination, no service will be authorized to that Customer under that nomination.

5. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

6. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other customers.

7. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE MNSTS
STORAGE TRANSPORTATION SERVICE

1. AVAILABILITY

This toll schedule is available to any party (hereinafter called "Customer") which has requested storage transportation service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline, has entered into a Service Agreement with Pipeline for storage transportation service under this Toll Schedule.

Pipeline shall post on the ECS its estimate of the quantity of available storage transportation service which Pipeline expects to be able to render to Customers during the succeeding month.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year to any party wishing to transport supply from a storage facility directly connected to M&NP and will be interruptible as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Service hereunder shall be subject to curtailment or interruption at any time that Pipeline determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict Pipeline's ability to make deliveries of gas under any and all transportation services having a higher priority on Pipeline's system than service requested hereunder. Subject to the foregoing, Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

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

3. TOLLS

The applicable unit toll for storage transportation service hereunder is set forth in the Toll Sheets and is hereby incorporated herein. The toll in this Toll Schedule is subject to adjustment pursuant to the GT&C and to change pursuant to the effective Service Agreement. In addition, the applicable pipeline abandonment cost toll surcharge shall apply.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Point of Receipt at which Pipeline shall receive gas for transportation hereunder shall be the point at which M&NP directly connects to a storage facility. This Receipt Point shall be specified in an exhibit to the Service Agreement between Pipeline and Customer. No Receipt Point, other than a Storage Receipt Point, shall be available as a Secondary Point of Receipt for service hereunder.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Toll Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of the Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Point(s) of Delivery. Customer's secondary delivery right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.

6. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of firm service to other customers.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.

TOLL SCHEDULE MNITMR
INTERRUPTIBLE TRANSPORTATION MINIMUM REVENUE SERVICE

1. AVAILABILITY

This Toll Schedule is available to any party (hereinafter called "Customer") which has requested interruptible transportation minimum revenue service pursuant to Article 3 of the GT&C and, after review and acceptance of such request by Pipeline, has entered into a Service Agreement with Pipeline for interruptible service under this Toll Schedule.

Pipeline shall post on the ECS its estimate of the quantity of available interruptible service which Pipeline expects to be able to render to Customers during the succeeding month.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year, and will be interruptible as provided herein, in the effective Service Agreement and in the GT&C.

2.2 Service hereunder shall be subject to curtailment or interruption at any time that Pipeline determines in its sole discretion that deliveries hereunder would in any way interfere with or restrict Pipeline's ability to make deliveries of gas under any and all transportation services having a higher priority on Pipeline's system than service requested hereunder. Subject to the foregoing, Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Article 20 at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

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

3. TOLLS

Interruptible Transportation Minimum Revenue service under this MNITMR Toll Schedule shall be subject to: (a) 150% of the applicable 100% load factor MN365 reservation and usage charges in the Winter (November through March) or (b) 100% of the applicable 100% load factor MN365 reservation and usage charges in the Summer (April through October), In addition, the applicable pipeline abandonment cost toll surcharge shall apply.

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

- 4.1 If Customer desires transportation of natural gas on any Day under this Toll Schedule, Customer must nominate service in accordance with Articles 5 and 6 of the GT&C.
- 4.2 Quantities available for interruptible service will be allocated in accordance with the provisions of Sections 4.2 and 4.3 hereof. In addition to the information required from Customers for nominations for other services, all nominations for interruptible service shall contain the following information:
- (i) the nominated quantity; and
 - (ii) if applicable, a minimum quantity acceptable to Customer.

Subject to the provisions set out in this Toll Schedule MNITMR, Pipeline shall authorize available interruptible service as part of its regular authorization process (see Articles 5 and 6 of the GT&C) in the following manner. Nominations for MNITMR will be authorized following authorizations under Toll Schedule MNIT. If the remaining available Interruptible Transportation service is insufficient to provide service for all nominated MNITMR quantities, the remaining available interruptible service will be authorized on a pro rata basis amongst all MNITMR service nominations.

On any Day, should a Customer advise Pipeline, within one hour of notice by Pipeline of the authorized quantity, that it is unable to utilize any portion of its authorized interruptible capacity to be effective 9:00 a.m. CT the following Day, then Pipeline will offer such excess capacity to other Customers who were not authorized their full nominated capacity. Such offerings by Pipeline shall be conducted on a pro rata basis amongst all MNITMR service nominations, with service to be effective 9:00 am CT the following Day. Pipeline will continue such efforts until such time that interconnecting pipelines will no longer accept revisions to confirmed nominations to be effective 9:00 am CT the following Day.

- 4.3 A Customer shall confirm its intention to use the transportation service authorized by Pipeline either by allowing its original nomination to stand, if the full nominated quantity has been authorized by Pipeline, or by renomination, if only a portion of the nominated transportation service is authorized by Pipeline. If Customer fails to renominate the authorized quantity within one hour after Customer has been notified of the authorized quantity, Customer shall be deemed to have renominated the authorized quantity.

A Customer may include as part of its nomination, a minimum quantity that will be acceptable to the Customer. In the event that Pipeline cannot authorize at least the minimum quantity specified by the Customer in its nomination, no service will be authorized to that Customer under that nomination.

5. IMBALANCES

Resolution of imbalances between receipts and deliveries associated with transportation under this Toll Schedule and Service Agreements under this Toll Schedule are governed by and resolved pursuant to Article 11 of the GT&C.

6 RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other customers.

7. GENERAL TERMS AND CONDITIONS

All of the GT&C are applicable to this Toll 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 GT&C and the provisions of this Toll Schedule or a Service Agreement under this Toll Schedule, the specific provisions of this Toll Schedule or a Service Agreement under this Toll Schedule shall control.