

**PRECEDENT AGREEMENT FOR
FIRM TRANSPORTATION SERVICE
ON
QUESTAR PIPELINE COMPANY'S BONANZA PIPELINE
FROM
FIDLAR COMPRESSOR STATION TO THE WHITE RIVER HUB**

This Precedent Agreement for Firm Transportation Service (Agreement), is made and entered on this date _____, by and between **Questar Pipeline Company** (Questar Pipeline) and _____, (Shipper).

The Parties Represent as follows:

- A. Questar Pipeline owns and operates an interstate natural gas transmission system subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC); and
- B. Questar Pipeline initiated an open season on September 13, 2007, for Shippers desiring firm transportation service on Questar's Pipeline's Bonanza Pipeline from its Fidlar Compressor Station to the White River Hub; and
- C. Questar Pipeline and Shipper are willing to execute a transportation service agreement (TSA) for firm transportation service subject to the terms and conditions of this Agreement.

The Parties Agree as Follows:

**ARTICLE 1
FIRM TRANSPORTATION SERVICE COMMITMENT**

1.1 In response to the open season, Shipper has requested a TSA for the service described on Exhibit A.

1.2 The availability of capacity for the requested service is subject to the availability of requested receipt point locations and Questar Pipeline's ability to construct the required expansion facilities to accommodate an anticipated in-service date of January 1, 2010. The commencement date under the TSA shall be the date that the facilities are placed in service.

1.3 After evaluating all the new service requests received in the open season, Questar Pipeline will tender a TSA to Shipper reflecting the service provisions set forth on Exhibit A, except that the reserved daily capacity (RDC) set forth on Exhibit A may be reduced to reflect capacity allocations and receipt and delivery point capacities. The TSA will be tendered no later than 30 days prior to the date Questar Pipeline files its application for a FERC certificate. Shipper agrees to execute and return the TSA within 15 days of being tendered by Questar Pipeline for execution.

1.4 If, by July 1, 2008, the expansion capacity is not fully subscribed or Questar Pipeline has not received and accepted the necessary permits and regulatory approvals or has been unable to finalize contracts necessary for Questar Pipeline to construct the expansion facilities or provide service

under the TSA, Questar Pipeline has the option to terminate the TSA by providing written notice to Shipper not later than August 1, 2008 or alternatively providing its best estimate of an in-service date.

1.5 Questar Pipeline will seek either rolled-in rate treatment or an incremental rate, as applicable.

ARTICLE 2 TERMINATION

This Agreement may be terminated by Questar Pipeline pursuant to Section 1.4, otherwise this Agreement will terminate on the date of execution of the TSA by both parties and thereafter Questar Pipeline's and Shipper's rights and obligations related to firm transportation service on Questar Pipeline's interstate natural gas transmission system shall in all respects be subject to the terms and conditions of such TSA and Questar Pipeline's Tariff, as either or both may be modified.

ARTICLE 3 CREDITWORTHINESS

Shipper agrees to comply with Questar Pipeline's creditworthiness requirements as defined in Section 8 of Questar Pipeline's FERC Gas Tariff and Questar Pipeline's credit requirements for the construction of system expansion facilities to provide incremental firm transportation service.

ARTICLE 4 SUCCESSION AND ASSIGNMENT

4.1 Any entity which shall become a successor to this Agreement by purchase, merger or consolidation shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

4.2 Either Questar Pipeline or Shipper may, without relieving itself of its obligations under this Agreement, assign this Agreement to any entity or entities, with which it is affiliated, including without limitation any wholly owned subsidiary subject to satisfying Questar Pipeline's creditworthiness standards. Otherwise, no assignment of this Agreement nor of any of the rights or obligations hereunder shall be effective without the express prior written consent of the other party, which shall not be unreasonably withheld. Shipper acknowledges and agrees that Questar Pipeline may decline to consent to an assignment by Shipper to a party that does not or cannot demonstrate satisfaction of Questar Pipeline's creditworthiness tariff provisions.

4.3 Questar Pipeline shall have the right to pledge this Agreement, or any and all of Questar Pipeline's rights there under, as security for any indebtedness incurred by Questar Pipeline in connection with the financing or refinancing of Questar Pipeline and to assign this Agreement in accordance with the terms and conditions of any agreement with third parties pertaining to any such indebtedness.

**ARTICLE 5
NO THIRD PARTY BENEFICIARIES**

This Agreement shall not create any rights in any third parties, and no provision shall be construed as creating any obligations for the benefit of, or right in favor of, any person or entity other than Questar Pipeline or Shipper.

**ARTICLE 6
NOTIFICATIONS AND COMMUNICATIONS**

Except as otherwise provided herein, any notice contemplated or required by this Agreement shall be in writing, and shall be considered duly delivered when sent by registered or certified mail, or by telefacsimile, to the appropriate address set forth below, or at such other address as Questar Pipeline or Shipper may from time to time designate by express written notice.

Questar Pipeline Company
Attn: Shelley Wright
Director Business Development
180 East 100 South
Salt Lake City, UT 84111
(801) 324-2509
Fax (801) 324-2578

Shipper: _____
Attn: _____
Address: _____
Address: _____
Phone: _____
Fax: _____

**ARTICLE 7
ENTIRE AGREEMENT**

7.1 This Agreement contains the entire agreement between Questar Pipeline and Shipper with respect to the subject matter hereof, and supersedes any and all prior agreements, understandings and commitments, whether oral or written, concerning the subject matter hereof, and any and all such prior agreements, understandings and commitments are hereby deemed to be void and of no effect.

7.2 No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by Questar Pipeline and Shipper, which expressly refers to this Agreement.

EXHIBIT A

To
Precedent Agreement between Questar Pipeline and Shipper
Bonanza Pipeline from its
Fidlar Compressor Station to the White River Hub

Reserved Daily Capacity (RDC) _____ **Dth/d**

Minimum Acceptable RDC _____ **Dth/d**

Rate:¹ \$ _____/Dth/Month

Anticipated minimum acceptable rate is: \$6.36712/Dth/Month ²

Contract Term: ___ years from the date capacity is made available (15-year minimum)

Please check all applicable boxes.

- Shipper will contract for White River Hub capacity separately.
- Shipper will contract for White River Hub capacity as part of its Bonanza Lateral capacity.³
- Shipper would like Questar Pipeline to evaluate processing and compression services on its behalf.⁴

Primary Receipt Point ⁵

Maximum Receipt Point Quantity⁶

Primary Delivery Point ⁵

Maximum Delivery Point Quantity ⁶

¹Rates do not include usage charges, fuel reimbursement charges and ACA, and other FERC - approved surcharges. Rate does not include capacity on White River Hub.

²Based on the actual cost of construction of the facilities and shipper interest, the final rate may vary slightly from this stated rate.

³ If Parties subscribe to QPC White River Hub capacity as part of its Bonanza Pipeline capacity, an incremental \$.03042/Dth/Month will be included in the reservation rate of \$6.36712/Dth/Month listed above in the Rate section.

⁴ The costs of processing and compression services through Questar Pipeline (QPC) or a third party processor arranged by QPC will be in addition to the transportation service offered as part of this open season and will be contracted for separately.

⁵The parties may negotiate revisions to the listed primary points and quantities if necessary to match capacity availability.

⁶Total Receipt Point RDC must equal Total Delivery Point RDC.