

COTTON VALLEY COMPRESSION, L.L.C.

FERC Gas Tariff – First Revised Volume No. 1

Record: 1-Title Page
Version: (0.0.0)

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FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

of

COTTON VALLEY COMPRESSION, L.L.C.

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering Rates Should Be Addressed To:

Robert M. Kane, Manager
Cotton Valley Compression, L.L.C.
301 S.E. Adams Boulevard
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COTTON VALLEY COMPRESSION, L.L.C.

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General Terms and Conditions

See FERC's eTariff Viewer (<http://etariff.ferc.gov/TariffBrowser.aspx?tid=737>) for the applicable provisions of Southern Star Central Gas Pipeline, Inc.'s (Southern Star) FERC Gas Tariff for the General Terms and Conditions listed below.

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PRELIMINARY STATEMENT

Cotton Valley Compression, L.L.C. (CVC) is a natural gas company which operates under certificates of public convenience and necessity issued by the Federal Energy Regulatory Commission (FERC) under section 7(c) of the Natural Gas Act, issued in Docket Nos. CP99-541, et al., on February 28, 2000 (90 FERC Paragraph 61,206). These certificates authorize CVC to (1) operate and maintain an existing natural gas pipeline, together with ancillary facilities under the 18 CFR Part 157, Subpart A Regulations; (2) substitute one or more of the three existing leased compressors with leased compressors of greater horsepower (up to a total of 3,000 horsepower) to augment delivery capacity to the certificated maximum capacity of 31,000 Dth/d; (3) undertake self-implementing interstate transportation of natural gas under an 18 CFR Part 284, Subpart G blanket transportation certificate; and (4) construct, operate, and abandon certain facilities ("self-implementing routine activities") under an 18 CFR Part 157, Subpart F blanket certificate.

CVC's facilities are located in Washington County, Oklahoma, and consist of approximately 700 feet of dual 4" diameter natural gas pipe, running between two different interstate pipelines (low pressure Hogshooter and high pressure Quapaw pipelines) of Southern Star, currently 2,680 horsepower of leased compression at the downstream delivery point into Southern Star, and appurtenant facilities. CVC provides firm and interruptible transportation services on a non-discriminatory, open access basis, consistent with the Commission's Part 284 policy.

CVC's FERC Gas Tariff relies on the Southern Star FERC Gas tariff for General Terms and Conditions, with changes only to reflect CVC's circumstances. CVC will operate a website (<http://www.cottonvalleycompression.com>), which will contain three basic elements: (1) printed text of the basic elements of a tariff specified in Part 154, Subpart B; (2) hyperlink to FERC's eTariff Viewer (<http://etariff.ferc.gov/TariffBrowser.aspx?tid=737>) where Southern Star's General Terms and Conditions can be found, which are incorporated by CVC; and (3) e-mail link directly to CVC for purposes of asking questions or relaying operational instructions.

Under its certificates, CVC is required to, and does in this Preliminary Statement, post of the difference between its maximum certificated level (31,000 Dth/d) and its firm contracted level of capacity (originally 13,100 Dth/d, but currently 29,458 Dth/d) as available capacity, subject to (1) prospective shippers executing FT service agreements for a minimum 2-year term for some or all of this additional capacity, (2) CVC having the requisite additional compression horsepower installed, and (3) CVC making the requisite cost adjustment tariff filing to reflected the changed lease costs and operating capacity.

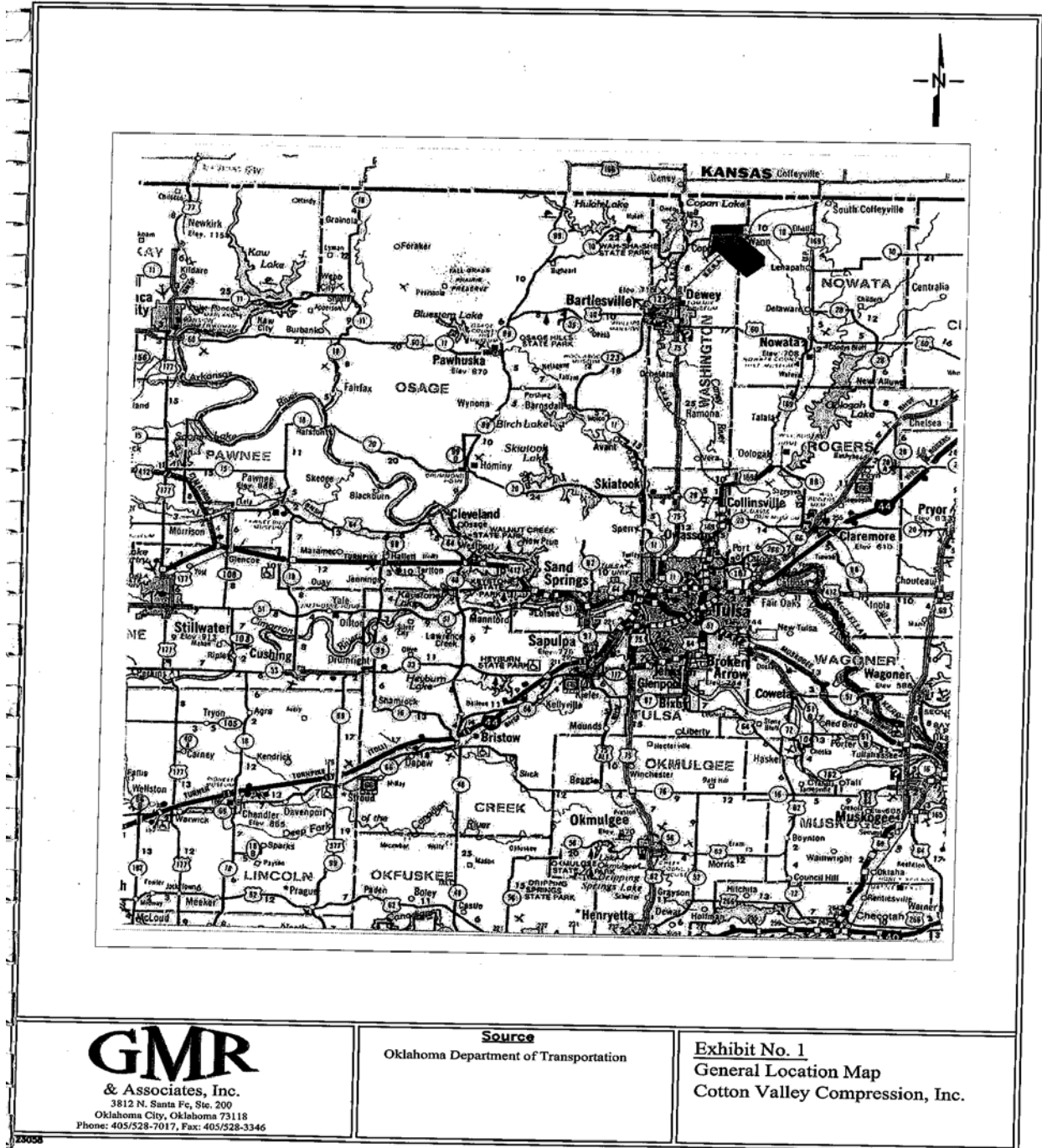
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SYSTEM MAP



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STATEMENT OF RATES FOR TRANSPORTATION OF NATURAL GAS
AND OTHER RELATED SERVICES

		Minimum Rate	Maximum Rate (per Dt)
		<u> </u>	<u> </u>
FT	Reservation (Monthly)		
	Base	.000	\$0.386
	Deferred	.000	\$0.000
	Total	.000	\$0.386
FT	Reservation Lease Surcharge (Monthly)		
	Base	.000	\$1.127
	Deferred	.000	\$0.000
	Total	.000	\$1.127
	Commodity	.000	\$0.000
IT	Rate		
	Base	.000	1.27¢
	Deferred	.000	0.00¢
	Total	.000	1.27¢
IT	Lease Surcharge		
	Base	.000	3.71¢
	Deferred	.000	0.00¢
	Total	.000	3.71¢

Fuel Retention Percentage 2%

ACA Charge (only after CVC has been billed by FERC)

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Record: 6-FT Rate Schedule

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FT RATE SCHEDULE Firm Transportation Service

1. AVAILABILITY

This rate schedule is available to any person (Shipper) for the firm transportation of gas through CVC's transmission facilities between Southern Star's facilities, specifically, from the Hogshooter Receipt Point to the Quapaw Delivery Point under the following conditions:

- (a) Service under this rate schedule shall be made available to any Shipper only to the extent that CVC determines it has available capacity to provide the service consistent with operating conditions on its system.
- (b) Shipper shall provide the information, fees and other payments specified by Article 8 of the General Terms and Conditions and shall execute an FT Service Agreement for service under this rate schedule in the form provided in this tariff, specifying a Maximum Daily Transportation Quantity (MDTQ).
- (c) Service under this rate schedule is subject to right of first refusal and bidding procedures set forth in Article 6 of the General Terms and Conditions.
- (d) Service will be provided up to CVC's contract levels within the GISB nomination time line, and that obligation shall not be obviated by CVC when it has exercised its certificated authority to reduce compression horsepower to respond to reduced demand.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This rate schedule shall apply to all natural gas transported by CVC pursuant to the executed FT Service Agreement.
- (b) Transportation service under this rate schedule shall be on a firm basis up to the MDTQ specified in the executed FT Service Agreement and as detailed in Exhibit A of the Service Agreement and shall consist of the acceptance by CVC of natural gas tendered by Shipper at the Hogshooter Receipt Point on CVC's system, the transportation of such gas through CVC's pipeline system, and the delivery of a quantity of natural gas with the thermal equivalent of the quantity received at the Receipt Point, after the appropriate reductions for fuel and loss, up to the MDTQ specified in the executed FT Service Agreement, to Shipper or for Shipper's account at the Quapaw Delivery Point on CVC's system.

3. RATE

- (a) Shipper shall agree to pay for all service(s) rendered under the executed FT Service Agreement in accordance with this Rate Schedule FT, or any superseding rate schedule(s) applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The

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initial transportation rates and all subsequent revisions to such rates shall be provided in writing to Shipper by CVC.

- (b) The maximum and minimum Transportation Rate shall be the Current Effective Rate shown in effective tariff record 5 in Volume No. 1 of this Tariff.
- (c) CVC may charge any rate between the maximum and minimum rate stated in tariff record 5 on a non-discriminatory basis. Shipper's delivery of gas quantities to CVC after the effective date of any discounted rates shall be deemed acceptance by Shipper of such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. The rate for reassigned capacity under this rate schedule will be established pursuant to Article 11 of the General Terms and Conditions. CVC shall file all required reports with the Federal Energy Regulatory Commission.
- (d) CVC is not required to offer or provide service at any rate less than the maximum rate or charge specified in tariff record 5.
- (e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.
- (f) Fuel and loss is to be reimbursed in kind and is separately stated for the service.
- (g) CVC shall be entitled to submit a limited Section 4 of the Natural Gas Act filing to reflect changes to its compression, capacity, and fuel-use costs and adjust the billing determinants, and shall recover compressor lease expenses and fuel-use amounts through an event-driven, deferred account tracking mechanism.
 - (i) CVC shall track any changes in lease costs and/or capacity as a result of an increase or decrease in compression. CVC also shall track any resulting cost adjustments.
 - (ii) Base rates and the deferred account surcharge rates will reflect the changed capacity of any new leased compressor(s), with the capacity billing determinant equal to the higher of actual capacity of the compressor or firm contract demand levels.

4. MONTHLY BILL

- (a) The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Reservation Charge, the applicable Commodity Charge, and the applicable surcharges.
- (b) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Article 9 and 10 of the General Terms and Conditions.

5. RESERVATION CHARGE CREDITS

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If, except for reasons of force majeure, CVC is unable to deliver during any one or more days the quantity of natural gas which Shipper delivers to CVC and desires to transport from primary receipt points to primary delivery points, up to the MDTQ, then the Reservation Charge as otherwise determined shall be reduced by an amount equal to the difference between the quantity of natural gas actually delivered on the day(s) involved and the quantity of natural gas, up to the MDTQ, which Shipper in good faith demanded to receive on such day(s) times the applicable Reservation Rate and Reservation Surcharges stated on a daily basis.

6. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time, are applicable to this rate schedule and hereby made a part hereof.

7. OPERATIONAL FLOW ORDERS

CVC shall not issue operational flow orders (OFOs) to firm shippers because of a lack of installed compression capacity below firm contracted levels, as would occur if and when CVC exercised its certificated authority to reduce compression horsepower to respond to reduced service demand.

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IT RATE SCHEDULE Interruptible Transportation Service

1. AVAILABILITY

This rate schedule is available to any person (Shipper) for the interruptible transportation of gas through CVC's transmission facilities between Southern Star's facilities, specifically from the Hogshooter Receipt Point to the Quapaw Delivery Point under the following conditions:

- (a) Shipper shall provide the information specified by Article 8 of the General Terms and Conditions, and Shipper shall execute an IT Service Agreement for service under this rate schedule in the form provided in this tariff specifying a Maximum Daily Transportation Quantity (MDTQ).
- (b) Notwithstanding any other provisions hereof, CVC shall receive, transport and redeliver only such quantities of Shipper's gas which CVC in its sole judgment determines it can so receive, transport and redeliver after CVC has satisfied the total requirements of its higher priority customers as defined in Article 9 of the General Terms and Conditions.
- (c) In the event CVC determines that a period of daily allocation or capacity curtailment is required on its system, all deliveries under Rate Schedule IT may be reduced or discontinued as necessary in accordance with Article 9 of the General Terms and Conditions. Such reduction or discontinuance of deliveries shall be limited to only those portions of CVC's system where the reduction or discontinuance becomes necessary in the sole judgment of CVC.

2. APPLICABILITY AND CHARACTER OF SERVICE

- (a) This rate shall apply to all natural gas transported by CVC pursuant to the executed IT Service Agreement and as detailed in Exhibit A of the Service Agreement.
- (b) Transportation service under this rate schedule shall be on an interruptible basis up to approved nominations and shall consist of the acceptance by CVC of natural gas tendered by Shipper at the Hogshooter Receipt Point on CVC's system nominated by Shipper, the transportation of such gas through CVC's pipeline system, and the delivery of a quantity of natural gas with the thermal equivalent of the quantity received at the Receipt Point, after an appropriate reduction for fuel and loss, to Shipper or for Shipper's account at the Quapaw Delivery Point on CVC's system nominated by Shipper.
- (c) Transportation service under this rate schedule shall be subject to reduction or interruption as provided in Article 9 of the General Terms and Conditions and pursuant to Rate Schedule FT. CVC shall not be responsible for interruption resulting from Shipper's failure for any reason to deliver gas to the Receipt Point or inability to take delivery of gas at the Delivery Point.

3. RATE

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- (a) Shipper shall pay CVC for all service rendered under an executed IT Service Agreement, in accordance with this Rate Schedule IT, or any superseding rate schedule applicable to such service, as filed with the Federal Energy Regulatory Commission or its successor, and as may be lawfully revised from time to time. The initial transportation rate and all subsequent revisions to such rate shall be provided in writing to Shipper by CVC.
- (b) The maximum and minimum rate for service shall be the Current Effective Rate shown in effective tariff record 5 of Volume No. 1 of this Tariff.
- (c) CVC is not required to offer or provide service at any rate less than the maximum rate or charge specified in tariff record 5.
- (d) CVC may charge any rate between the maximum and minimum rates stated in tariff record 5 on a non-discriminatory basis. Shipper's delivery of gas quantities to CVC after the effective date of any discounted rates shall be deemed acceptance by Shipper to such rates; provided, however, that this provision does not limit a Shipper's right to receive any refunds to which such Shipper may otherwise be entitled. Such rate will be established pursuant to Article 12 of the General Terms and Conditions. CVC shall file all required reports with the Federal Energy Regulatory Commission.
- (e) The charges for service under this rate schedule shall also include any other allocated costs or surcharges permitted by the Federal Energy Regulatory Commission.
- (f) Fuel and loss is to be reimbursed in kind and is separately stated for the service.
- (g) CVC shall be entitled to submit a limited Section 4 of the Natural Gas Act filing to reflect changes to its compression, capacity, and fuel-use costs and adjust the billing determinants, and shall recover compressor lease expenses and fuel-use amounts through an event-driven, deferred account tracking mechanism.
 - (i) CVC shall track any changes in lease costs and/or capacity as a result of an increase or decrease in compression. CVC also shall track any resulting cost adjustments.
 - (ii) Base rates and the deferred account surcharge rates will reflect the changed capacity of any new leased compressor(s), with the capacity billing determinant equal to the higher of the actual capacity of the compressor or firm contract demand levels.

4. MONTHLY BILL

- (a) The bill for deliveries during each billing period under this rate schedule shall be calculated using the applicable Commodity Charge.

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- (b) The bill shall include any scheduling and balancing charges or penalties determined pursuant to Article 9 and 10 of the General Terms and Conditions.

5. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions as effective from time to time are applicable to this rate schedule and hereby made a part hereof.

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Record: 8-FT Service Agreement
Version: (0.0.0)

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**FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE FT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between COTTON VALLEY COMPRESSION, LLC, having its principal office in Bartlesville, Oklahoma, hereinafter referred to as "CVC," and _____, a _____ corporation, having its principal office in _____, hereinafter referred to as "Shipper."

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, CVC and Shipper agree as follows:

**ARTICLE I
QUANTITY TO BE TRANSPORTED**

- 1.1 Subject to the provisions of this Agreement and of CVC's Rate Schedule FT, CVC agrees to receive such quantities of natural gas as Shipper may cause to be tendered to CVC at the Receipt Point for transportation on a firm basis; provided, however, that in no event shall CVC be obligated to receive on any day in excess of the Maximum Daily Quantity (MDQ) for the Receipt Point.
- 1.2 CVC agrees to deliver and Shipper agrees to accept (or cause to be accepted) at the Delivery Point a quantity of natural gas thermally equivalent to the quantity received by CVC for transportation hereunder less appropriate reductions for fuel and loss as provided in CVC's Rate Schedule FT; provided, however, that CVC shall not be obligated to deliver on any day in excess of the MDQ for the Delivery Point.

**ARTICLE II
DELIVERY POINT AND DELIVERY PRESSURE**

- 2.1 Natural gas to be delivered hereunder by CVC to or on behalf of Shipper shall be delivered at the outlet side of the measuring station(s) at or near the Delivery at CVC's line pressure existing at the such Delivery Point.

**ARTICLE III
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS**

- 3.1 Shipper shall pay CVC each month for all service rendered hereunder the then-effective, applicable rates and charges under CVC's Rate Schedule FT, as such rates and charges and Rate Schedule FT may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder. Shipper agrees that CVC shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.

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- 3.2 This Agreement in all respects is subject to the provisions of Rate Schedule FT, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in said Rate Schedule FT, all of which are by reference made a part hereof.

**ARTICLE IV
TERM**

- 4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.
- 4.2 This Agreement may be suspended or terminated by CVC in the event Shipper fails to pay all of the amount of any bill rendered by CVC hereunder when that amount is due; provided, however, CVC shall give Shipper and the FERC thirty (30) days notice prior to any suspension termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accord with Article 18 of the General Terms and Conditions. Suspension or termination of this Agreement shall not excuse Shipper's obligation to pay all demand and other charges for the original term of the Agreement.

**ARTICLE V
NOTICES**

- 5.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, or by facsimile, at the following addresses or facsimile numbers, respectively:

To Shipper: (Address)

(Facsimile number)

To CVC:

Payments: as directed on invoice

All Notices: Cotton Valley Compression, L.L.C.
301 S.E. Adams Boulevard
Bartlesville, Oklahoma 74005

Attention: Robert M. Kane, Manager
Facsimile: (918) 336-8951

**ARTICLE VI
MISCELLANEOUS**

- 6.1 The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Oklahoma.

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6.2 OTHER THAN AS MAY BE SET FORTH HEREIN, CVC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest: Cotton Valley Compression, LLC.

By: _____
Title: _____

Attest: _____
Shipper

By: _____
Title: _____

EXHIBIT A

TO

TRANSPORTATION SERVICE AGREEMENT

Dated: _____

Between Cotton Valley Compression, LLC and

Maximum Daily Quantity
Gross Net of Fuel and Loss
(DTH)

Receipt Point

Delivery Point

Maximum Daily Transportation Quantity: _____

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Effective Date of this Exhibit A: _____

_____ COTTON VALLEY COMPRESSION, LLC

By: _____

By: _____

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Record: 9-IT Service Agreement
Version: (0.0.0)

Issued: September 21, 2010
Effective: September 21, 2010

**FORM OF TRANSPORTATION SERVICE AGREEMENT
UNDER RATE SCHEDULE IT**

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between Cotton Valley Compression, L.L.C., having its principal office in Bartlesville, Oklahoma, hereinafter referred to as "CVC," and _____, a _____ corporation, having its principal office in _____, hereinafter referred to as "Shipper."

IN CONSIDERATION of the premises and of the mutual covenants and agreements herein contained, CVC and Shipper agree as follows:

**ARTICLE I
QUANTITY TO BE TRANSPORTED**

- 1.1 Subject to the provisions of this Agreement and of CVC's Rate Schedule IT, CVC agrees to receive such quantities of natural gas as Shipper may cause to be tendered to CVC at Receipt Point, and agrees to deliver and Shipper agrees to accept (or cause to be accepted) at Delivery Point a quantity of natural gas thermally equivalent to the quantity received by CVC for transportation hereunder, less appropriate reductions for fuel and loss; provided, however, that CVC shall not be obligated to deliver on any day in excess of the Maximum Daily Transportation Quantity (MDTQ).

**ARTICLE II
DELIVERY POINT AND DELIVERY PRESSURES**

- 2.1 Natural gas delivered hereunder by CVC to or on behalf of Shipper shall be received at the outlet side of the measuring station(s) at or near the Delivery Point at CVC's line pressure at the Delivery Point.

**ARTICLE III
RATE, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS**

- 3.1 Shipper shall pay CVC each month for all service rendered hereunder the then-effective, applicable rates and charges under CVC's Rate Schedule IT, as such rates and charges and Rate Schedule IT may hereafter be modified, supplemented, superseded or replaced generally or as to the service hereunder.
- 3.2 Shipper agrees that CVC shall have the unilateral right from time to time to file with the appropriate regulatory authority and make effective changes in (a) the rates and charges applicable to service hereunder, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions incorporated by reference in such rate schedule(s); provided, however, Shipper shall have the right to protest any such changes.
- 3.3 This Agreement in all respects is subject to the provisions of Rate Schedule IT, or superseding rate schedule(s), and applicable provisions of

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the General Terms and Conditions included by reference in said Rate Schedule IT, all of which are by reference made a part hereof.

**ARTICLE IV
TERM**

- 4.1 This Agreement shall become effective _____ and shall continue in full force and effect until _____.
- 4.2 This Agreement may be suspended or terminated by CVC in the event Shipper fails to pay all of the amount of any bill rendered by CVC hereunder when that amount is due; provided, however, CVC shall give Shipper and the FERC thirty (30) days notice prior to any suspension or termination of service. Service may continue hereunder if within the thirty-day notice period satisfactory assurance of payment is made by Shipper in accordance with Article 18 of the General Terms and Conditions.

**ARTICLE V
NOTICES**

- 5.1 Unless otherwise agreed to in writing by the parties, any notice, request, demand, statement or bill respecting this Agreement shall be in writing and shall be deemed given when placed in the regular mail or certified mail, postage prepaid and addressed to the other party, or sent by overnight delivery service, or by facsimile, at the following addresses or facsimile numbers, respectively:

Invoices/Payments	Notices	
_____	_____	_____
To Shipper:	(Address)	(Address)
	(Facsimile number)	(Facsimile number)
 To CVC:	as directed on invoices	
	Cotton Valley Compression, LLC.	
	301 S.E. Adams Boulevard	
	Bartlesville, Oklahoma 74005	
	Attention: Manager	
	(Facsimile number)	

**ARTICLE VI
MISCELLANEOUS**

- 6.1 The interpretation, performance and enforcement of this Agreement shall be construed in accordance with the laws of the State of Oklahoma.
- 6.2 OTHER THAN AS MAY BE SET FORTH HEREIN, CVC MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

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Attest: Cotton Valley Compression, LLC.

By: _____

Title: _____

Attest: _____
Shipper

By: _____

Title: _____

EXHIBIT A

TO

TRANSPORTATION SERVICE AGREEMENT

Dated: _____

Between Cotton Valley Compression, LLC and

Maximum Daily Quantity
Gross Net of Fuel and Loss
(DTH)

Receipt Point

Delivery Point

Maximum Daily Transportation Quantity: _____

Effective Date of this Exhibit A: _____

_____ COTTON VALLEY COMPRESSION, LLC

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By: _____

By: _____

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Record: 10-Service Request Form

Issued: September 21, 2010

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SERVICE REQUEST FORM

Cotton Valley Compression, L.L.C.
301 S.E. Adams Boulevard
Bartlesville, Oklahoma 74005

Date: _____

Attention: Manager

Gentlemen:

_____ (Shipper) hereby requests service from Cotton Valley Compression, L.L.C. (CVC) pursuant to Article 8.1 of the General Terms and Conditions of its tariff and concurrently provides the following information in connection with this request:

1. Request is for (check as appropriate):

- (a) New Service Agreement (only one per request) _____
 - i Firm Transportation Service (FT) _____
 - ii Interruptible Transportation Service (IT) _____