

FERC GAS TARIFF

Original Volume No. 1

of

STAGECOACH PIPELINE & STORAGE COMPANY LLC

Filed With The

Federal Energy Regulatory Commission

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 ORIGINAL VOLUME NO. 1  
 OF  
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2.0 PRELIMINARY STATEMENT

Stagecoach Pipeline & Storage Company LLC ("Stagecoach"), a New York limited liability company, owns and operates a natural gas storage facility and related compression equipment and pipelines, collectively known as the Stagecoach Storage Project, located in Tioga County, New York and Bradford, Sullivan and Lycoming Counties, Pennsylvania. The Stagecoach Storage Project receives, injects, stores, withdraws, delivers and transports natural gas transported in interstate commerce or produced in the vicinity of Stagecoach's facilities, and is accordingly a "natural-gas company" subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act of 1938, as amended, 15 U.S.C. §§ 717-717w.

The Stagecoach Storage Project also includes the North and South Laterals, which Stagecoach uses to provide bundled storage, transportation and wheeling services. The North Lateral begins at the Stagecoach Storage facility and extends north to an interconnection with Millennium Pipeline Company, L.L.C. The South Lateral begins at the Stagecoach Storage facility and extends south to an interconnection with Tennessee Gas Pipeline Company, L.L.C. In addition to the Stagecoach Storage Project, Stagecoach owns and operates the MARC I Facilities which extend from the southern terminus of Stagecoach's South Lateral 39 miles to an interconnection with Transcontinental Gas Pipe Line Company, LLC.

This FERC Gas Tariff contains the Rates and Charges, Rate Schedules, Forms of Service Agreements and the General Terms and Conditions applicable to services performed by Stagecoach pursuant to the Rate Schedules set forth in this FERC Gas Tariff.

3.0 MAP OF SYSTEM

A map of Stagecoach Pipeline & Storage Company LLC's system is available at [www.gasnom.com/ip/Stagecoach/map](http://www.gasnom.com/ip/Stagecoach/map).

4.0 CURRENTLY EFFECTIVE RATES

FIRM STORAGE SERVICE (FSS) \*

	RATE	UNITS
Capacity Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of MSQ
North Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of NLMDQ
South Lateral Reservation Rate (Monthly)	Market Based/ Negotiable	\$/dth of SLMDQ
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
North Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Base Gas Rate	Market Based/ Negotiable	\$/dth of MSQ

\* All quantities of natural gas are measured in Dekatherms (dth)

INTERRUPTIBLE STORAGE SERVICE (ISS) \*

	RATE	UNITS
Interruptible Storage Rate (Commodity)	Market Based/ Negotiable	\$/dth-per day
North Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth
South Lateral Charge (Commodity)	Market Based/ Negotiable	\$/dth

FIRM WHEELING SERVICE (FWS) \*

	RATE	UNITS
Monthly Firm Wheeling Reservation Rate	Negotiable	\$/dth of MDFWQ
Recourse (Min./Max.)	\$0.00/\$3.8180	\$/dth of MDFWQ
Firm Wheeling Commodity Rate		
Recourse (Min./Max.)	Negotiable \$0.0016/\$0.0016	\$/dth \$/dth
Firm Wheeling Overrun Commodity Rate		
Recourse (Min./Max.)	Negotiable \$0.0017/\$0.1466	\$/dth \$/dth

INTERRUPTIBLE WHEELING SERVICE (IWS) \*

	RATE	UNITS
Interruptible Wheeling Rate (Commodity)	Market Based/ Negotiable	\$/dth
Interruptible Wheeling Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth

INTERRUPTIBLE PARK AND LOAN SERVICE (PAL) \*

	RATE	UNITS
PAL Term Service (Reservation)	Market Based/ Negotiable	\$/dth of PAL MAQ
PAL Daily Service (Commodity)	Market Based/ Negotiable	\$/dth
PAL Overrun Rate (Commodity)	Market Based/ Negotiable	\$/dth
Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Injection Rate (Commodity)	Market Based/ Negotiable	\$/dth
Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth
Overrun Withdrawal Rate (Commodity)	Market Based/ Negotiable	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

MARC I FIRM TRANSPORTATION SERVICE (MARC I FTS) *		
	RATE	UNITS
Monthly MARC I Firm Transportation Reservation Rate		
	Negotiable	\$/dth of MDFTQ
Recourse (Min./Max)	\$0.00/\$4.7327	\$/dth of MDFTQ
MARC I Firm Transportation Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.0029	\$/dth
MARC I Firm Transportation Overrun Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.2601	\$/dth
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE (MARC I ITS) *		
	RATE	UNITS
MARC I Interruptible Transportation Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.2601	\$/dth
MARC I Interruptible Transportation Overrun Commodity Rate		
	Negotiable	\$/dth
Recourse (Min./Max)	\$0.0001/\$0.2601	\$/dth

\* All quantities of natural gas are measured in Dekatherms (dth)

FIRM TRANSPORTATION SERVICE (FTS-2)

	RATE (Min./Max)	UNITS
Monthly FTS-2 Reservation Rate		
MARC I Facilities (only)	\$0.00/\$4.7327	\$/dth of MDFTQ
North/South Laterals (only)	\$0.00/\$3.8180	\$/dth of MDFTQ
MARC I & N/S Laterals	\$0.00/\$8.5507	\$/dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.0029	\$/dth
North/South Laterals (only)	\$0.0016/\$0.0016	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.0045	\$/dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth

INTERRUPTIBLE TRANSPORTATION SERVICE (ITS-2)

	RATE (Min./Max)	UNITS
ITS-2 Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0016/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0017/\$0.4067	\$/dth
ITS-2 Overrun Commodity Rate		
MARC I Facilities (only)	\$0.0001/\$0.2601	\$/dth
North/South Laterals (only)	\$0.0017/\$0.1466	\$/dth
MARC I & N/S Laterals	\$0.0018/\$0.4067	\$/dth

ELECTRIC POWER AND USE/LOSS - RATE SCHEDULE FSS

	RATE	UNITS
Seller's Injection or Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Injection or Seller's Wheeling Use (i) for electric power used in Seller's operations at the rate of \$0.05 per Dekatherm of the gas scheduled for injection or wheeling on Customer's behalf during the preceding Month, and (ii) for Gas lost or unaccounted for in Seller's operations at the rate of one quarter of one percent (0.25%) of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

ELECTRIC POWER AND USE/LOSS - RATE SCHEDULES ISS, IWS AND PALS

	RATE	UNITS
Seller's Injection or Wheeling Use	Market Based/ Negotiable	\$/dth and %

Seller will bill Customer each Month for Seller's Injection Use of the Gas scheduled for injection or wheeling on Customer's behalf in the preceding Month.

POWER AND USE/LOSS, NORTH/SOUTH LATERALS - FWS, FTS-2 and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %
Seller's Wheeling Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation or Wheeling Use:

(i) for electric power used in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of \$0.0438/dth of Gas scheduled for firm Transportation or Wheeling Service during the preceding Month; plus

(ii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule FTS-2, FWS or ITS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation or Wheeling Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM STAGECOACH HUB

There will be no Seller's Transportation or Wheeling Use assessed on transportation or wheeling from a point on the South Lateral (other than the TGP Interconnect) or a North Lateral (other than the Millennium Interconnect) to a paper point on the Stagecoach Storage Facility (the "Stagecoach Hub"). Customers nominating Gas from the Stagecoach Hub will be assessed a Seller's Injection Use for Gas scheduled for Injection or the applicable Seller's Transportation or Wheeling Use for Gas scheduled for transportation or wheeling to the TGP Interconnect or the Millennium Interconnect.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I FTS and FTS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of \$0.0260/dth of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(ii) for Gas used in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedule MARC I FTS or FTS-2 at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS, MARC I FACILITIES - MARC I ITS and ITS-2 (as applicable)

	<u>RATE</u>	<u>UNITS</u>
Seller's Transportation Use	See Below	\$/dth and %

Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of \$0.0260/dth of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month,

(ii) for Gas used in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month; plus

(iii) for Gas lost or unaccounted for in Seller's operations under Rate Schedules MARC I ITS or ITS-2 at the rate of one-tenth of one percent (0.10%) of the Gas scheduled for interruptible Transportation Service on Customer's behalf during the preceding Month.

POWER AND USE/LOSS - INTERMEDIATE POINTS TO/FROM MARC I HUB

There will be no Seller's Transportation Use assessed on transportation from a MARC I Receipt Point to the paper pooling point on the MARC I Facilities (the "MARC I Hub"). Customers nominating Gas from the MARC I Hub will be assessed a Seller's Transportation Use for Gas scheduled for transportation to the South Lateral, to the TGP Interconnect or to the Transco Interconnect.

NEGOTIATED RATE SERVICE AGREEMENTS

<u>Customer</u>	<u>Contract No.</u>	<u>Type of Service</u>	<u>Contract Date</u>
Chief Oil & Gas LLC	FTS-COG-0001	MARC I FTS	November 1, 2014
Tug Hill Marcellus, LLC	FTS-THM-0001	MARC I FTS	November 1, 2014
Enerplus Resources (USA) Corporation	FTS-ERC-0001	MARC I FTS	November 1, 2014
Southwestern Energy Services Company	FT2-SWN-0001	FTS-2	December 1, 2014
Carrizo (Marcellus) LLC	FT2-CZO-0001	FTS-2	December 1, 2014
Enerplus Resources (USA) Corporation	FT2-ERC-0001	FTS-2	October 15, 2015
Morgan Stanley Capital Group Inc.	FTS-MSCG-005	FTS-2	September 17, 2019
Chesapeake Energy Marketing, L.L.C.	FT2-CHK-0003	FTS-2	February 25, 2020
National Fuel Gas Distribution Corporation	FT2-NFG-0001	FTS-2	November 1, 2020 Amended December 1, 2020
Vitol Inc.	FT2-VIT-0006	FTS-2	November 4, 2021
Twin Eagle Resources Management, LLC	FT2-TERM-0001	FTS-2	November 4, 2021
Direct Energy Business Marketing, LLC.	FT2-DEB-0010	FTS-2	November 5, 2021

Unless approved by the Commission and identified as a Non-Conforming Service Agreement in this Tariff, Negotiated rate service agreements entered into by STAGECOACH do not deviate in any material aspect from the form of service agreement in this Tariff.

NON-CONFORMING SERVICE AGREEMENTS

Customer	Contract No.	Type of Service	Contract Date
Central Hudson Gas and Electric Corp.	CHUB_SC000356FWS	FWS	10/1/2011
Southwestern Energy Services Company	SWE_SC000360FWS	FWS	10/1/2011
MMGS, Inc.	MGS_SC000354FWS	FWS	10/1/2011
EQT Energy, LLC	FTS-EQT-0001	FTS	12/27/2011 Amended 7/1/2017 9/1/2021
Chesapeake Energy Marketing LLC	FTS-CHK-0004	FTS	1/01/2021
MMGS Inc.	FTS-MIT-0005	FTS	12/30/2011 Amended 10/17/2012
Statoil Natural Gas LLC	FTS-STA-0003	FTS	12/29/2011 Amended 10/19/2012

\* All quantities of natural gas are measured in Dekatherms (dth).

4.1 ACA UNIT CHARGE

	RATE	UNITS
ACA Unit Charge	**	\$/dth

\*\* ACA Unit Charge in effect for the relevant fiscal year as published on the Federal Energy Regulatory Commission's Internet website ([www.ferc.gov](http://www.ferc.gov)).

5.0 RATE SCHEDULES

- 5.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE
- 5.2 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE
- 5.3 IWS RATE SCHEDULE - INTERRUPTIBLE WHEELING SERVICE
- 5.4 FWS RATE SCHEDULE - FIRM WHEELING SERVICE
- 5.5 FTS RATE SCHEDULE - FIRM TRANSPORTATION SERVICE
- 5.6 ITS RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE
- 5.7 FTS-2 RATE SCHEDULE - FIRM TRANSPORTATION SERVICE
- 5.8 ITS-2 RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE
- 5.9 PAL RATE SCHEDULE - INTERRUPTIBLE PARK AND LOAN SERVICE

5.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE

5.1.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas Storage Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted storage capacity or capacity released in accordance with Section 5.1.7 of this Rate Schedule FSS to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities); and
- (b) Customer and Seller have executed a Service Agreement under this Rate Schedule.

5.1.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Storage Service which is rendered by Seller for Customer pursuant to an executed Agreement under this Rate Schedule.

Storage Service rendered by Seller under this Rate Schedule shall consist of:

- (a) The receipt of Gas on behalf of Customer at the Point of Injection/Withdrawal at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity, except as provided for in Section 5.1.6 of this Rate Schedule; and
- (c) The Tender for redelivery by Seller to or for the account of Customer at the Point of Injection/Withdrawal at a quantity not to exceed Customer's Working Storage Gas at daily quantities up to the Maximum Daily Withdrawal Quantity reduced by Seller's Withdrawal Use.
- (d) The injection of Gas by Seller in excess of Customer's Maximum Daily Injection Quantity or the withdrawal of Gas by Seller in excess of Customer's Maximum Daily Withdrawal Quantity, in accordance with Section 5.1.6 of this Rate Schedule FSS, not to exceed Customer's Maximum Storage Quantity, to the extent that additional flexibility exists during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.

- (e) Firm Storage Service under this Rate Schedule shall be firm up to the Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity. The Maximum Storage Quantity, the Maximum Daily Injection Quantity and the Maximum Daily Withdrawal Quantity shall be specified in the executed Service Agreement. Notwithstanding the foregoing, Customer shall be permitted to inject or withdraw Gas on a commercially reasonable efforts basis, pursuant to Section 5.1.6 of this Rate Schedule FSS.
- (f) Base Gas. Customer may elect by giving Seller written notice no later than six (6) Months prior to the commencement of the Storage Contract Term to provide a volume of Gas for use by Seller as Base Gas equal to Customer's Base Gas Quantity. Customer's Base Gas Quantity shall be delivered hereunder at daily rates and times within the ability of Customer to Tender for delivery and the ability of Seller to receive and store. Customer and Seller shall use their commercially reasonable efforts to schedule the delivery of Customer's Base Gas Quantity at relatively uniform daily delivery rates prior to the commencement of the Storage Contract Term, with such variations as may be mutually agreed upon; provided however, all of Customer's Base Gas Quantity must have been Tendered for delivery by Customer not later than December 15<sup>th</sup> of the first year during the Storage Contract Term and Seller will use its commercially reasonable efforts to accept such Tendered Base Gas volumes on behalf of Customer. In the event Customer fails to Tender its Customer's Base Gas Quantity by December 15<sup>th</sup>, of the first Storage Contract Year, Customer's Working Storage Gas shall be reduced by a sufficient volume so that the volume of the reduction when added to the volume of Customer's Base Gas Quantity actually delivered will equal Customer's Base Gas Quantity, provided that if after such reduction, the volume of Customer's Base Gas Quantity delivered is less than Customer's Base Gas Quantity, Seller's obligation to receive or redeliver Customer's Working Storage Gas shall terminate until Customer has Tendered to Seller all of Customer's Base Gas Quantity.

Seller shall redeliver Customer's Base Gas Quantity during the eighteen month period, or such longer period if Customer is unable to accept Gas for redelivery, following the end of the term of Customer's Service Agreement at daily rates and times within the ability of Seller to Tender for delivery and Customer's ability to receive. In the event the Base Gas storage capacity is needed to satisfy the requirements of new or existing customers, Seller may retain any quantities of Customer's Base Gas Quantity, free and clear of any adverse claims, which Customer fails to withdraw within 30 days of written notice by Seller of Seller's need of the Base Gas storage capacity to meet other requirements. If Seller is unable to Tender for delivery Customer's properly nominated volumes on any Gas Day during the 30 day period, the 30 day period shall be extended by the number of days Seller is unable to tender the quantity of Gas nominated for redelivery. In addition, if Customer's Maximum Daily

Withdrawal Quantity is insufficient to allow total withdrawal of its Base Gas Quantity within the 30 day period, that period will be extended by the number of days necessary for Customer's Maximum Daily Withdrawal Quantity to achieve total withdrawal of the volumes. Customer may mortgage, pledge or assign its interest in Customer's Base Gas Quantity delivered hereunder and redelivery will be made in accordance with notification(s) reasonably satisfactory to Seller of any such mortgages, pledges or assignments by Customer and/or successors in interest to Customer, but in no event shall redelivery be made earlier than as specified hereinabove.

- (g) North Lateral Maximum Daily Quantity ("NLMDQ"). A Customer that selects the Millennium Interconnect or a North Lateral Intermediate Point as a Point of Injection/Withdrawal under its FSS Service Agreement shall designate a quantity, not to exceed its Maximum Daily Withdrawal Quantity, that shall represent firm capacity on the North Lateral that is a component of its FSS Service ("North Lateral Maximum Daily Quantity") for which Customer shall pay the North Lateral Reservation Rate. A Customer may add the Millennium Interconnect or a North Lateral Intermediate Point as a Point of Injection/Withdrawal and, in so doing, shall designate a North Lateral Maximum Daily Quantity, not to exceed its Maximum Daily Withdrawal Quantity, for which it shall pay the North Lateral Reservation Rate.
- (h) South Lateral Maximum Daily Quantity ("SLMDQ"). A Customer that selects the TGP Interconnect or a South Lateral Intermediate Point as a Point of Injection/Withdrawal under its FSS Service Agreement shall designate a quantity, not to exceed its Maximum Daily Withdrawal Quantity, that shall represent firm capacity on the South Lateral that is a component of its FSS Service ("South Lateral Maximum Daily Quantity") for which Customer shall pay the South Lateral Reservation Rate. A Customer may add the TGP Interconnect or a South Lateral Intermediate Point as a Point of Injection/Withdrawal and, in so doing, shall designate a South Lateral Maximum Daily Quantity, not to exceed its Maximum Daily Withdrawal Quantity, for which it shall pay the South Lateral Reservation Rate.

#### 5.1.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this First Revised Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule, and are specifically incorporated herein by reference.

#### 5.1.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.1.4 and charges under Section 5.1.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule FSS and in the Customer's Service Agreement which are

effective during such Month or portions thereof. Customer's Service Agreement will reflect the negotiated rates and may or may not include each of the billing components set forth below.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent. If, at initiation of service, service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of days that service is provided.

(a) Unless otherwise agreed to by Seller and Customer the following Storage Charges will apply:

(1) Reservation Charges:

- (i) The Capacity Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Storage Quantity ("MSQ").
- (ii) The North Lateral Reservation Rate shall be paid each Month for each Dekatherm of Customer's North Lateral Maximum Daily Quantity ("NLMDQ").
- (iii) The South Lateral Reservation Rate shall be paid each Month for each Dekatherm of Customer's South Lateral Maximum Daily Quantity ("SLMDQ").
- (iv) If, due to Seller's scheduling of necessary maintenance of pipeline facilities, events of Force Majeure, necessary maintenance of compression facilities and/or facility outages for tie-in of new facilities, Seller fails to Tender for redelivery or accept for storage injection at the Point of Injection/Withdrawal for the account of Customer during any Gas Day the quantity of Gas that Customer has so nominated for such Gas Day up to a Customer's Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, then subject to the provisions of the General Terms and Conditions, Customer's Monthly bill shall be reduced by an amount equal to the product of

(a) :

$$(A \times B) / C$$

Where:

A = Maximum Storage Quantity  
B = Capacity Reservation Rate  
C = The Number of Days in the Month

and

(b): the difference between such quantity of Gas nominated for injection or withdrawal up to the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity, as applicable, and the applicable quantity actually injected or withdrawn by Seller for the account of Customer during such Gas Day. Such reductions of Seller's Reservation Charges shall not be applicable if Seller and Customer agree upon and place into effect the makeup of such injection deficiency or withdrawal deficiency under mutually acceptable terms.

A like adjustment to the one described above shall be made to Customer's bill to reflect reduction of the amount due for the North Lateral Reservation Rate and/or the South Lateral Reservation Rate, as the case may be.

- (2) Commodity Charge: The Injection/Withdrawal Rate shall be paid each Month for each Dekatherm of Gas which Customer delivers or causes to be delivered at the Point of Injection/Withdrawal during the Month.
- (b) Overrun Service Charge: An Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.1.6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the (i) Overrun Injection Rate for each Dekatherm of Gas the Customer delivers or causes to be delivered at the Point of Injection/Withdrawal in excess of the Customer's Maximum Daily Injection Quantity, (ii) Overrun Withdrawal Rate for each Dekatherm of Gas which is delivered to or for the account of the Customer in excess of the Customer's Maximum Daily Withdrawal Quantity, (iii) North Lateral Overrun Rate for each Dekatherm of Gas that is delivered for the account of Customer in excess of Customer's North Lateral Maximum Daily Quantity, and (iv) South Lateral Overrun Rate for each Dekatherm of Gas that is delivered for the account of Customer in excess of Customer's South Lateral Maximum Daily Quantity.
- (c) Seller's Use Charge: Seller will bill Customer each Month for Seller's Injection Use as provided in Seller's Currently Effective Rates.

(d) Base Gas Charge:

- (1) Each Customer under Rate Schedule FSS who does not elect to furnish Base Gas shall pay the Base Gas Charge each Month for each Dekatherm of Customer's Maximum Storage Quantity;
- (2) Customer, however, shall have the option, exercisable from time to time by giving Seller at least 30 days prior notice after storage operations commence, to provide all or a portion of Customer's Base Gas Quantity, by means of purchase thereof in place from Seller;
- (3) The amount to be paid for Customer's Base Gas Quantity to be purchased in place from Seller shall be determined by multiplying Customer's Base Gas Quantity by the higher of (i) Seller's average net book cost per dth for injected Base Gas, or (ii) the first of the month price index for Dominion Transmission - Appalachia as published in *Inside FERC's Gas Market Report* for the month in which Seller receives such notice from Customer (or other mutually agreed upon publication in the event that Inside FERC discontinues publishing such quotes);
- (4) Customer shall pay Seller for purchase of the amount due for Customer's Base Gas Quantity within 30 days of the receipt of Seller's invoice therefore; and
- (5) Effective on the first Gas Day of the Month after payment of the amount invoiced for Customer's Base Gas Quantity, Seller shall cease charging the FSS Base Gas Charge to Customer, on the portion of Customer's Base Gas Quantity purchased by Customer.

5.1.5 ADDITIONAL CHARGES

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

5.1.6 STORAGE OVERRUN SERVICE

- (a) Customer may request Seller to inject quantities greater than Customer's Maximum Daily Injection Quantity. If Seller has injection and applicable South and/or North Lateral capacity available, Seller shall inject such quantities and Customer shall

pay Seller for such injections at the Overrun Injection Rate set forth in Customer's Agreement.

- (b) Customer may request Seller to withdraw quantities greater than Customer's Maximum Daily Withdrawal Quantity. If Seller has withdrawal and applicable South and/or North Lateral capacity available, Seller shall withdraw such quantities and Customer shall pay Seller for such withdrawals at the Overrun Withdrawal Rate set forth in Customer's Agreement.
- (c) Customer may request Seller to deliver quantities greater than Customer's North Lateral Maximum Daily Quantity. If Seller has North Lateral and applicable injection and/or withdrawal capacity available, Seller shall deliver such quantities and Customer shall pay Seller for such delivered quantities at the North Lateral Overrun Rate set forth in Customer's Agreement.
- (d) Customer may request Seller to deliver quantities greater than Customer's South Lateral Maximum Daily Quantity. If Seller has South Lateral and applicable injection and/or withdrawal capacity available, Seller shall deliver such quantities and Customer shall pay Seller for such delivered quantities at the South Lateral Overrun Rate set forth in Customer's Agreement.
- (e) Customer may not inject gas into storage pursuant to this rate schedule if the quantity of Customer's Gas in storage equals Customer's Maximum Storage Quantity.
- (f) Customer may not withdraw Gas from storage in excess of the quantity of Customer's Working Storage Gas that is actually in storage at any given time.
- (g) Seller shall have the right to interrupt all or part of the overrun quantity nominated as the operation of its storage facilities may require pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff in which event Seller shall notify Customer.

#### 5.1.7 CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS shall be entitled to release all or a portion of its capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this Tariff. Additionally, Customer or Replacement Customer may release its capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.

Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be

pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.

5.1.8 GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

If a Customer that has not renewed its FSS Service Agreement, or that has released storage capacity, fails to withdraw its Working Storage Gas by the date such FSS Agreement terminates or the capacity release becomes effective, then, at Seller's option, and upon forty-eight (48) hours' notice, Customer will be deemed to have agreed to the storage of such remaining Working Storage Gas under Rate Schedule ISS or at Seller's option, Seller may retain any remaining quantities of Working Storage Gas free and clear of any adverse claims; provided however, that Seller will notify Customer in writing prior to November 1 of the Storage Contract Term in which the term of its FSS Agreement will expire of the quantity of Working Storage Gas being held by Seller for Customer's account and the above options available to Seller in the event Customer fails to withdraw all of its Working Storage Gas by the end of said Storage Contract Term. In the event Seller is unable to withdraw Customer's properly nominated volumes, up to the Customer's Maximum Daily Withdrawal Quantity, on any Gas Day during the last year of the Storage Contract Term prior to the expiration of the Agreement, then the term of the Agreement shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

5.1.9 DEFINITIONS

- (a) The term "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.
- (b) The term "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the quantity calculated in accordance with the following illustrative table:

<b>(A)</b>	<b>(B)</b>
Number of Consecutive Days at Maximum Daily Withdrawal Quantity*	% of Maximum Storage Quantity (100 ÷ Column A)
10	10.00%
20	5.00%
30	3.33%
60	1.67%
100	1.00%

\* Withdrawals in excess of the applicable number of consecutive days shall be considered Overrun Service pursuant to Section 5.1.6.

- (c) The term "Customer's Base Gas Quantity" shall mean the quantity of gas which the Customer supplies to Seller determined by multiplying Customer's Maximum Storage Quantity by Seller's actual Base Gas to Working Storage Gas capacity ratio.
- (d) The term "Storage Contract Term" shall mean the term of Customer's FSS Service Agreement.
- (e) The term "North Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas Customer is entitled to deliver through the North Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.1.2(g).
- (f) The term "South Lateral Maximum Daily Quantity" ("SLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the South Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.1.2(h).

5.1.10 RATCHETS

The quantity of Gas Customer may inject and withdraw pursuant to Customer's Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal ratchet provisions specified below. Customer shall elect an injection and withdrawal ratchet option using Exhibit "B" of the Firm Storage Service Agreement.

<u>Injection Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDIQ Multiplier</u>
Option 1	0 - 100%	100%
Option 2	0 - 75%	100%
	Greater than 75% - 90%	60%
	Greater than 90%	40%
Option 3	0 - 70%	100%
	Greater than 70% - 95%	75%
	Greater than 95%	25%
<u>Withdrawal Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDWQ Multiplier</u>
Option 1	100% - 0%	100%
Option 2	100% - 40%	100%
	Less than 40% - 10%	40%
	Less than 10%	20%
Option 3	100% - 50%	100%
	Less than 50% - 15%	50%
	Less than 15%	25%
Option 4	100% - 60%	100%
	Less than 60% - 25%	50%
	Less than 25%	25%

Service under Customer's Firm Storage Service Agreement shall not be subject to any "cycling requirement" that would compel Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

5.2 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE

5.2.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas Storage Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), when Customer and Seller have executed a Service Agreement under this Rate Schedule.

5.2.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Storage Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule.

Storage Service rendered by Seller under this Rate Schedule shall consist of:

- (a) The receipt of Gas on behalf of Customer at the Point of Injection/Withdrawal up to the Maximum Storage Quantity plus Seller's Injection Use at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity; and
- (c) The Tender of Gas to or for the account of Customer at the Point of Injection/Withdrawal at a quantity not to exceed Customer's Working Storage Gas reduced by Seller's Withdrawal Use at daily quantities up to the Maximum Daily Withdrawal Quantity reduced by Seller's Withdrawal Use.

Storage Service rendered under this Rate Schedule shall be interruptible, and shall be available only when capacity is not being used for injection, storage and withdrawal of higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this Tariff.

Seller may, if storage capacity is required by Customers having a higher priority, require Customer to withdraw quantities held in storage by Seller for or on behalf of Customer under Rate Schedule ISS within the lesser of thirty (30) days, or the number of days equal to the term of Customer's ISS Service Agreement, of the date notice is provided to Customer by Seller.

5.2.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this First Revised Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

5.2.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.2.4 and charges under Section 5.2.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth on in the Customer's ISS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) **Interruptible Service Charge:** An Interruptible Storage Charge shall be paid for each Day calculated as the Interruptible Storage Rate times the maximum volume in Dekatherms which is stored for or on behalf of Customer during the Day.
- (b) **Seller's Use Charge:** Seller will bill Customer each Month for Seller's Injection Use as provided in Seller's Currently Effective Rates.
- (c) **North Lateral Charge:** For service that uses the Millennium Interconnect as a Point of Injection/Withdrawal, the North Lateral Charge shall be paid for each Dekatherm of gas received by Seller at the Millennium Interconnect on behalf of Customer and for each Dekatherm of gas delivered by Seller at the Millennium Interconnect on behalf of Customer during any Month.
- (d) **South Lateral Charge:** For service that uses the TGP Interconnect as a Point of Injection/Withdrawal, the South Lateral Charge shall be paid for each Dekatherm of gas received by Seller at the TGP Interconnect on behalf of Customer and for each Dekatherm of gas delivered by Seller at the TGP Interconnect on behalf of Customer during any Month.
- (e) **Overrun Service Charge:** An overrun rate shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.2.6 of this Rate Schedule. As set forth in the Customer's Agreement, the Overrun Service Charge shall consist of the Interruptible Storage Rate for each Dekatherm which is stored for or on behalf of Customer during a Day greater than the Customer's Maximum Storage Quantity.

5.2.5 ADDITIONAL CHARGES

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any successor agency having jurisdiction.

5.2.6 STORAGE OVERRUN SERVICE

Customer may request Seller to provide Storage Service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Storage Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the Overrun Service Charge pursuant to Section 5.2.4(e) of this Rate Schedule ISS for such overrun Storage Service.

5.2.7 FAILURE TO WITHDRAW

If Customer fails to withdraw all Working Storage Gas quantities held in storage by Seller for or on behalf of Customer by the end of the applicable withdrawal period set forth in Section 5.2.2 above, or by the date the ISS Agreement terminates, then Seller may retain such remaining quantities of Working Storage Gas free and clear of any adverse claims, unless such failure to withdraw was due to Seller's inability to withdraw the quantities nominated by Customer, in which event such applicable withdrawal period shall be extended by the number of days Seller is unable to tender quantities of Gas for redelivery.

5.2.8 DEFINITIONS

- (a) The term "Maximum Daily Injection Quantity" ("MDIQ") shall mean the maximum quantity of Gas that Customer is entitled to inject on any Gas Day.
- (b) The term "Maximum Daily Withdrawal Quantity" ("MDWQ") shall mean the maximum quantity of Gas that Customer is entitled to withdraw on any Gas Day.
- (c) The term "North Lateral Charge" shall mean the charge described in Section 5.2.4(c) of this Rate Schedule.
- (d) The term "South Lateral Charge" shall mean the charge described in Section 5.2.4(d) of this Rate Schedule.

5.3 IWS RATE SCHEDULE - INTERRUPTIBLE WHEELING SERVICE

5.3.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of interruptible gas Wheeling Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), provided that:

- (a) Seller has determined that it has sufficient operational and interruptible wheeling, receipt and delivery capacity to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Wheeling Service under this Rate Schedule.

Service under this Rate Schedule is not available on Seller's MARC I Facilities. (See Rate Schedule MARC I ITS for Interruptible Transportation Service on Seller's MARC I Facilities.)

5.3.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible Wheeling Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule.

Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Wheeling Quantity, plus Seller's Wheeling Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Wheeling Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.

Wheeling Service rendered under this Rate Schedule shall be interruptible, and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this Tariff.

5.3.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this First Revised Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.3.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.3.4 and charges under Section 5.3.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's IWS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest on tenth of a cent.

- (a) **Interruptible Wheeling Charge:** An Interruptible Wheeling Charge shall be paid for each dth of Gas delivered, calculated as the Interruptible Wheeling Rate times the total dth wheeled on behalf of Customer any Day, as applicable.
- (b) **Seller's Wheeling Use Charge:** Seller will bill Customer each Month for Seller's Wheeling Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Internet Website.
- (c) **Overrun Service Charge:** The Interruptible Wheeling Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.3.6 of this Rate Schedule. As set forth in the Customer's IWS Service Agreement, the Interruptible Wheeling Overrun Charge shall consist of the Interruptible Wheeling Overrun Rate for each dth which is wheeled for or on behalf of Customer during a Day greater than the Customer's Maximum Wheeling Quantity.

#### 5.3.5 ADDITIONAL CHARGES

**Commission and Other Regulatory Fees:** Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

#### 5.3.6 WHEELING OVERRUN SERVICE

Customer may request Seller to provide interruptible Wheeling Service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Wheeling Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority

obligations. Customer shall pay the Overrun Service Charge pursuant to Section 5.3.4(c) of this Rate Schedule IWS for such overrun Wheeling Service.

5.3.7 DEFINITIONS

- (a) The term "Maximum Daily Interruptible Wheeling Quantity" ("MDIWQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall transport from a Point of Receipt to a Point of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Wheeling Use). As determined by Seller in its sole and reasonable judgment, the maximum quantity may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "North Lateral Intermediate Point" shall mean a Point of Receipt along the North Lateral between the Seller's Central Compressor Station in Tioga County, New York and the Millennium Interconnect.
- (c) The term "Point of Receipt" shall mean the outlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller receives Gas for Customer's account for Wheeling Service, including the Millennium Interconnect and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean the inlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller delivers gas that has been wheeled for Customer's Account, including the Millennium Interconnect and the TGP Interconnect.
- (e) The term "South Lateral Intermediate Point" shall mean a Point of Receipt along the South Lateral between the Seller's Central Compressor Station in Tioga County, New York and the TGP Interconnect.

5.4 FWS RATE SCHEDULE - FIRM WHEELING SERVICE

5.4.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Wheeling Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.4.7 of this Rate Schedule FWS on the North Lateral and the South Lateral to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide Firm Storage Service under Rate Schedule FSS;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule.; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Wheeling Service under this Rate Schedule.

Service under this Rate Schedule is not available on Seller's MARC I Facilities. (See Rate Schedule MARC I ITS for Interruptible Transportation Service on Seller's MARC I Facilities.)

5.4.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Firm Wheeling Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule. Firm Wheeling Service under this Rate Schedule provides the Customer with flexible, bi-directional, primary firm capacity rights on both the North Lateral and the South Lateral without any requirement to allocate the Customer's Maximum Daily Firm Wheeling Quantity to designated primary receipt and primary delivery points.

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Firm Wheeling Quantity plus Seller's Wheeling Use, as applicable, and Seller shall redeliver at the Point(s) of Delivery Equivalent Quantities of Gas.
- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

- (c) Seller may receive for the account of Customer quantities of gas in excess of Customer's Maximum Daily Firm Wheeling Quantity, in accordance with Section 5.4.6 of this Rate Schedule, to the extent that capacity exists during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Firm Wheeling Service under this Rate Schedule shall be firm up to the respective Customer's Maximum Daily Firm Wheeling Quantity. The Maximum Daily Firm Wheeling Quantity shall be specified in the executed Service Agreement.
- (e) The Customer's Maximum Daily Firm Wheeling Quantity under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) A Customer's North Lateral FSS Maximum Daily Quantity and South Lateral FSS Maximum Daily Quantity do not authorize the Customer to receive service under this Rate Schedule.
- (g) Firm Wheeling Service does not involve injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (h) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Service Agreement under the FSS or ISS Rate Schedule, or for wheeling from the Stagecoach Hub under a Service Agreement under this Rate Schedule or the IWS Rate Schedule.

#### 5.4.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Original Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule, and are specifically incorporated herein by reference.

#### 5.4.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.4.4 and charges under Section 5.4.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's FWS Service Agreement which are effective during such Month or portions thereof. Customer's Service Agreement will reflect the negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent. If, at initiation of service, service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of days that service is provided.

(a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:

(1) Reservation Charges:

(i) The Firm Wheeling Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Wheeling Quantity.

(ii) If, due to Seller's scheduling of necessary maintenance of pipeline facilities, events of Force Majeure, necessary maintenance of compression facilities and/or facility outages for tie-in of new facilities, Seller fails to Tender for redelivery at the Point(s) of Delivery or to accept for service under this Rate Schedule at the Point(s) of Receipt for the account of Customer during any Gas Day the quantity of Gas that Customer has nominated for such Gas Day up to a Customer's Maximum Daily Firm Wheeling Quantity, then subject to the provisions of the General Terms and Conditions, Customer's Monthly bill shall be reduced by an amount equal to the product of

(a):  $A / B$

Where:

A = Firm Wheeling Reservation Rate payable

B = The Number of Days in the Month

and

(b): the difference between:

(I) the higher of -

(x) the quantity of Gas nominated for receipt or delivery, up to the Customer's MDFWQ, during the Gas Day immediately prior to Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated, or

(y) the quantity of Gas nominated for receipt or delivery, up to the Customer's MDFWQ, during the Gas Day of Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated; and

(II) the applicable quantity actually received or delivered by Seller for the account of

Customer during each Gas Day for the duration of such maintenance period, event of Force Majeure, or facility outage.

Such reductions of Seller's Reservation Charges shall not be applicable if Seller and Customer agree upon and place into effect the makeup of such receipt or delivery deficiency under mutually acceptable terms.

- (2) Commodity Charge: The Firm Wheeling Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.
- (b) Seller's Wheeling Use - Seller will bill Customer each Month for Seller's Wheeling Use as provided in Seller's Currently Effective Rates.
- (c) Firm Wheeling Overrun Charge: A Firm Wheeling Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.4.6 of this Rate Schedule. The Firm Wheeling Overrun Charge shall consist of the Firm Wheeling Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Wheeling Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Wheeling Use set forth in Section 5.4.4(b) of this Rate Schedule.

#### 5.4.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

#### 5.4.6 OVERRUN WHEELING SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Wheeling Quantity. If Seller has South and North Lateral capacity available, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess of Customer's Maximum

Daily Firm Wheeling Quantity, and redeliver Equivalent Quantities at the Delivery Point(s). Customer shall pay the Firm Wheeling Overrun Charge pursuant to Section 5.4.4(c) of this Rate Schedule for such Overrun Wheeling Service.

- (b) Seller shall have the right pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

#### 5.4.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule FWS shall be entitled to release all or a portion of its capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this Tariff. Additionally, Customer or Replacement Customer may release its capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.
- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.

#### 5.4.8 DEFINITIONS

- (a) The term "Maximum Daily Firm Wheeling Quantity" ("MDFWQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall receive at Point(s) of Receipt and redeliver to Point(s) of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Wheeling Use). As determined by Seller in its sole and reasonable judgment, the MDFWQ may be wheeled at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller receives Gas for Customer's account for Firm Wheeling Service, including the Millennium Interconnect, the TGP Interconnect, the Stagecoach Storage Facility Central Compressor Station in Tioga County, New York, any North Lateral Intermediate Point, and any South Lateral Intermediate Point.
- (c) The term "North Lateral Intermediate Point" shall mean a Point of Receipt along the North Lateral between the Seller's Central

Compressor Station in Tioga County, New York and the Millennium Interconnect.

- (d) The term "South Lateral Intermediate Point" shall mean a Point of Receipt along the South Lateral between the Seller's Central Compressor Station in Tioga County, New York and the TGP Interconnect.
- (e) The term "Point of Delivery" shall mean an interconnect between Seller's facilities and the facilities of a third-party transporter at which Seller redelivers Gas that has been wheeled for Customer's Account, including the Millennium Interconnect, the TGP Interconnect, and the Stagecoach Storage Facility Central Compressor Station in Tioga County, New York.
- (f) The term "North Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the North Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.4.2(g) of Rate Schedule FSS.
- (g) The term "South Lateral Maximum Daily Quantity" ("NLMDQ") shall mean the maximum quantity of Gas that Customer is entitled to deliver through the South Lateral on any Gas Day as a component of Customer's FSS Service as described in Section 5.4.2(h) of Rate Schedule FSS.

#### 5.4.9 IMBALANCE RESOLUTION UPON TERMINATION

Customer shall resolve any quantity imbalance (after adjustment for Seller's Wheeling Use) within fifteen (15) days following the termination of Customer's Service Agreement under this FWS Rate Schedule and receipt by Customer of notice of the amount of any imbalance ("Imbalance Resolution Period"). Customer will correct in-kind any undertender imbalance by making arrangements upstream of Seller for delivery to Seller of a sufficient quantity of Gas to correct such undertender imbalance during the Imbalance Resolution Period. Customer will correct in-kind any overtender imbalance by scheduling to receive such overtender imbalance quantities from Seller pursuant to the terms of this Tariff during the Imbalance Resolution Period. The Imbalance Resolution Period shall be extended by one Gas Day for each Gas Day during which Seller fails to accept receipt of or deliver nominated imbalance resolution quantities. If, after the end of the Imbalance Resolution Period, Seller determines that an imbalance continues to exist in Customer's account, Seller shall assess a penalty as set forth below. Any failure by Customer to comply with the requirements of this Section to resolve any imbalance during the Imbalance Resolution Period shall be deemed to be a violation of an OFO subject to the penalty set forth in Section 6.16.7 of the General Terms and Conditions of this Tariff, provided that no penalties shall be imposed for any imbalance that is subsequently determined to have existed due to reallocation (or redetermination) of receipt and/or delivery quantities by any upstream or downstream

entity until after Customer has been afforded a fifteen-day opportunity to resolve any such imbalance following receipt by Customer of notice of such quantity reallocation (or redetermination). Upon payment of such penalty amount, the imbalance shall be removed from Customer's account, and in the case of an overtender imbalance remaining at the end of the Imbalance Resolution Period, such remaining overtender imbalance quantity shall be forfeited by Customer to Seller free and clear of all liens and encumbrances. Seller may, on a not unduly discriminatory basis, waive any penalties assessed under this Section 5.4.9 or extend the Imbalance Resolution Period.

#### 5.4.10 METER ALLOCATIONS FOR NORTH AND SOUTH LATERAL INTERMEDIATE POINTS

- (a) This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at Intermediate Points on the North and South Laterals at which gas is being delivered to or for the account of multiple Customers or received by Seller for the account of multiple Customers. Unless otherwise agreed to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.
- (b) Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or delivery points located in the same operational segment of Seller's system, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section. For purposes of this Section, the North Lateral, the South Lateral, and the Stagecoach Storage Facility Central Compressor Station are separate operational segments of Seller's system.

#### 5.4.11 SCHEDULING IMBALANCES

Customer shall limit, to the maximum extent practicable, any difference between the quantity nominated and confirmed for receipt and/or delivery on any Day and the actual quantity received or delivered on such Day, respectively, to not more than  $\pm 5.0\%$  of the nominated and confirmed quantities. On a monthly basis, the difference between the quantities nominated and confirmed for receipt and/or delivery on a cumulative basis during any Month and the actual quantities received or delivered, respectively, on a cumulative basis during such Month shall not exceed the greater of  $\pm 2.0\%$  of the cumulative nominated or confirmed quantities, respectively, during such Month or 1,000 dth. A penalty of \$0.25 per Dth may be assessed to Customer on any absolute difference between actual cumulative receipts (less Seller's Wheeling Use) during any Month and actual cumulative deliveries during such Month in excess of the greater of  $\pm$

5.0 % of actual cumulative deliveries during such Month or 1,000 dth.  
Seller may, on a not unduly discriminatory basis, waive the tolerance  
limitations set forth in this section 5.4.11, and any penalties  
incurred under this Section 5.4.11.

5.4.12 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this Tariff, Customers under this Rate Schedule shall have the right to segment their firm wheeling service capacity, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3(a) of the General Terms and Conditions of this Tariff as supplemented by the scheduling priorities set forth in Section 5.4.12(b) of this Rate Schedule.
- (b) This Section applies scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this Tariff.
- (1) The aggregate primary firm receipt point nominations and the aggregate primary firm delivery point nominations of a Customer under any path, including any segmented path, may not exceed the Customer's MDFWQ.
- (2) Subject to the limitation of paragraph (a), Customer shall have "primary point capacity" for each receipt point and each delivery point in a path, including each segmented path, up to the Customer's MDFWQ. Notwithstanding the preceding sentence, where segmented paths overlap only at a receipt point, or only at a delivery point at the Stagecoach Storage Facility Central Compressor Station, the primary point capacity for such overlapped point shall be determined separately for each such overlapping path and the aggregate primary point capacity of such overlapped point for both paths may exceed Customer's MDFWQ as long as the primary point capacity for such overlapped point under each path does not exceed the Customer's MDFWQ.
- (3) Where the quantity nominated by a Customer between any receipt point and any delivery point in a path exceeds the Customer's MDFWQ, the quantity nominated in excess of the Customer's MDFWQ on the pipeline segment involved shall be scheduled as Overrun Gas.

5.4.13 LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Tariff other than Section 6.16.7 of the General Terms and Conditions thereof (pertaining to remedies for violations related to an OFO) and Sections 5.4.9 and 5.4.11 of this Rate Schedule (pertaining to scheduling and imbalance penalties), neither party shall be liable to the other for any special, punitive, exemplary, incidental, consequential or indirect damages for matters arising out of or in connection with service under this Rate Schedule.

5.5 MARC I FTS RATE SCHEDULE - FIRM TRANSPORTATION SERVICE

RATE SCHEDULE MARC I FTS  
MARC I FIRM TRANSPORTATION SERVICE

5.5.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.5.7 of this Rate Schedule MARC I FTS on Seller's MARC I Facilities to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide contracted firm service under Rate Schedules FSS, FWS, and/or this Rate Schedule;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule.; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.5.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Firm Transportation Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule. Firm Transportation Service under this Rate Schedule provides the Customer with flexible, bi-directional, primary firm capacity rights on Seller's MARC I Facilities. Customers are not required to allocate the Customer's Maximum Daily Firm Transportation Quantity to designated primary receipt and primary delivery points.

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Firm Transportation Quantity plus Seller's Transportation Use, as applicable, and Seller shall redeliver at the Point(s) of Delivery Equivalent Quantities of Gas.
- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.

- (c) Seller may receive for the account of Customer quantities of gas in excess of Customer's Maximum Daily Firm Transportation Quantity, in accordance with Section 5.5.6 of this Rate Schedule, to the extent that capacity exists on Seller's MARC I Facilities during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Firm Transportation Service under this Rate Schedule shall be firm up to the respective Customer's Maximum Daily Firm Transportation Quantity. The Maximum Daily Firm Transportation Quantity shall be specified in the executed Service Agreement.
- (e) The Customer's Maximum Daily Firm Transportation Quantity under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) Firm Transportation Service under this Rate Schedule does not involve wheeling service on Seller's North or South Lateral, or injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (g) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement under this Rate Schedule or the MARC I ITS Rate Schedule.

#### 5.5.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Original Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule, and are specifically incorporated herein by reference.

#### 5.5.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.5.4 and charges under Section 5.5.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's MARC I FTS Service Agreement which are effective during such Month or portions thereof.

Customer's Service Agreement will reflect the negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent. If, at initiation of service, service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of days that service is provided.

(a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:

(1) Reservation Charges:

(i) The MARC I Firm Transportation Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Transportation Quantity.

(ii) If, due to Seller's scheduling of necessary maintenance of pipeline facilities, events of Force Majeure, necessary maintenance of compression facilities and/or facility outages for tie-in of new facilities, Seller fails to Tender for redelivery at the Point(s) of Delivery or to accept for service under this Rate Schedule at the Point(s) of Receipt for the account of Customer during any Gas Day the quantity of Gas that Customer has nominated for such Gas Day up to a Customer's Maximum Daily Firm Transportation Quantity, then subject to the provisions of the General Terms and Conditions, Customer's Monthly bill shall be reduced by an amount equal to the product of

(a):  $A / B$

Where:

A = MARC I Firm Transportation Reservation Rate payable

B = The Number of Days in the Month

and

(b): the difference between:

(I) the higher of -

- (x) the quantity of Gas nominated for receipt or delivery, up to the Customer's MDFTQ, during the Gas Day immediately prior to Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated, or
- (y) the quantity of Gas nominated for receipt or delivery, up to the Customer's MDFTQ, during the Gas Day of Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated; and

(II) the applicable quantity actually received or delivered by Seller for the account of Customer during each Gas Day for the

duration of such maintenance period,  
event of Force Majeure, or facility  
outage.

Such reductions of Seller's Reservation Charges shall not be applicable if Seller and Customer agree upon and place into effect the makeup of such receipt or delivery deficiency under mutually acceptable terms.

- (2) **Commodity Charge:** The MARC I Firm Transportation Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.
- (b) **Seller's Transportation Use -** Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates.
- (c) **MARC I Firm Transportation Overrun Charge:** A MARC I Firm Transportation Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.5.6 of this Rate Schedule. The MARC I Firm Transportation Overrun Charge shall consist of the MARC I Firm Transportation Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Transportation Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Transportation Use set forth in Section 5.5.4(b) of this Rate Schedule.

#### 5.5.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) **Commission and Other Regulatory Fees:** Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) **Other Charges:** Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

#### 5.5.6 MARC I OVERRUN TRANSPORTATION SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Transportation Quantity. If Seller has capacity available on Seller's MARC I Facilities, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess of

Customer's Maximum Daily Firm Transportation Quantity, and redeliver Equivalent Quantities at the Delivery Point(s).

Customer shall pay the MARC I Firm Transportation Overrun Charge pursuant to Section 5.5.4(c) of this Rate Schedule for such MARC I Overrun Transportation Service.

- (b) Seller shall have the right pursuant to Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

#### 5.5.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule MARC I FTS shall be entitled to release all or a portion of its capacity on Seller's MARC I Facilities to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this Tariff. Additionally, Customer or Replacement Customer may release its capacity on Seller's MARC I Facilities on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.
- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.

#### 5.5.8 DEFINITIONS

- (a) The term "Maximum Daily Firm Transportation Quantity" ("MDFTQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall receive at Point(s) of Receipt and redeliver to Point(s) of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Transportation Use). As determined by Seller in its sole and reasonable judgment, the MDFTQ may be transported at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller receives Gas for Customer's account for Firm Transportation Service under this Rate Schedule, including the interconnects of the MARC I Facilities with the Transco Interconnect, any MARC I Intermediate Point, the South Lateral and the TGP Interconnect.

- (c) The term "MARC I Intermediate Point" shall mean a Point of Receipt on the MARC I Facilities between the interconnect of the MARC I Facilities with the Transco Interconnect and the interconnect of the MARC I Facilities with the South Lateral and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller redelivers Gas that has been transported for Customer's Account, including the interconnects of the MARC I Facilities with the Transco Interconnect, the South Lateral and the TGP Interconnect.

#### 5.5.9 IMBALANCE RESOLUTION UPON TERMINATION

Customer shall resolve any quantity imbalance (after adjustment for Seller's Transportation Use) on Seller's MARC I Facilities within fifteen (15) days following the termination of Customer's Service Agreement under this MARC I FTS Rate Schedule and receipt by Customer of notice of the amount of any imbalance on Seller's MARC I Facilities ("Imbalance Resolution Period"). Customer will correct in-kind any undertender imbalance by making arrangements for delivery to Seller of a sufficient quantity of Gas to correct such undertender imbalance during the Imbalance Resolution Period. Customer will correct in-kind any overtender imbalance by scheduling to receive such overtender imbalance quantities from Seller pursuant to the terms of this Tariff during the Imbalance Resolution Period. Receipts and deliveries of gas scheduled under this Section to resolve any quantity imbalance on Seller's MARC I Facilities shall be made to Points of Receipt and Points of Delivery, respectively, on Seller's MARC I Facilities. The Imbalance Resolution Period shall be extended by one Gas Day for each Gas Day during which Seller fails to accept receipt of or deliver nominated imbalance resolution quantities. If, after the end of the Imbalance Resolution Period, Seller determines that an imbalance continues to exist in Customer's account, Seller shall assess a penalty as set forth below. Any failure by Customer to comply with the requirements of this Section to resolve any imbalance during the Imbalance Resolution Period shall be deemed to be a violation of an OFO subject to the penalty set forth in Section 6.16.7 of the General Terms and Conditions of this Tariff, provided that no penalties shall be imposed for any imbalance that is subsequently determined to have existed due to reallocation (or redetermination) of receipt and/or delivery quantities by any upstream or downstream entity until after Customer has been afforded a fifteen-day opportunity to resolve any such imbalance following receipt by Customer of notice of such quantity reallocation (or redetermination). Upon payment of such penalty amount, the imbalance shall be removed from Customer's account, and in the case of an overtender imbalance remaining at the end of the Imbalance Resolution Period, such remaining overtender imbalance quantity shall be forfeited by Customer to Seller free and clear of all liens and encumbrances. Seller may, on a not unduly discriminatory basis, waive any penalties assessed under this Section 5.5.9 or extend the Imbalance Resolution Period.

5.5.10 METER ALLOCATIONS FOR MARC I INTERMEDIATE POINTS

- (a) This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at MARC I Intermediate Points at which gas is being delivered to or for the account of multiple Customers or received by Seller for the account of multiple Customers. Unless otherwise agreed to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.
- (b) Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or delivery points on Seller's MARC I Facilities, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section.

5.5.11 SCHEDULING IMBALANCES

Customer shall limit, to the maximum extent practicable, any difference between the quantity nominated and confirmed for receipt and/or delivery to/from Seller's MARC I Facilities, respectively, on any Day and the actual quantity received or delivered to/from Seller's MARC I Facilities, respectively, on such Day to not more than  $\pm 5.0\%$  of the nominated and confirmed quantities. On a monthly basis, the difference between the quantities nominated and confirmed for receipt and/or delivery to/from Seller's MARC I Facilities, respectively, on a cumulative basis during any Month and the actual quantities received or delivered to/from Seller's MARC I Facilities, respectively, on a cumulative basis during such Month shall not exceed the greater of  $\pm 2.0\%$  of the cumulative nominated or confirmed quantities, respectively, during such Month or 1,000 dth. A penalty of \$0.25 per Dth may be assessed to Customer on any absolute difference between actual cumulative receipts (less Seller's Transportation Use) to Seller's MARC I Facilities during any Month and actual cumulative deliveries from Seller's MARC I Facilities during such Month in excess of the greater of  $\pm 5.0\%$  of actual cumulative deliveries from Seller's MARC I Facilities during such Month or 1,000 dth. Seller may, on a not unduly discriminatory basis, waive the tolerance limitations set forth in this section 5.5.11, and any penalties incurred under this Section 5.5.11.

5.5.12 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this Tariff, Customers under

this Rate Schedule shall have the right to segment their firm transportation service capacity on Seller's MARC I Facilities, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3(a) of the General Terms and Conditions of this Tariff as supplemented by the scheduling priorities set forth in Section 5.5.12(b) of this Rate Schedule.

- (b) This Section applies to scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this Tariff.
- (1) The aggregate primary firm receipt point nominations and the aggregate primary firm delivery point nominations of a Customer under any path, including any segmented path, on Seller's MARC I Facilities may not exceed the Customer's MDFTQ. Customers shall have "primary point capacity" for each Point of Receipt and for each Point of Delivery in a path, including each segmented path, on Seller's MARC I Facilities up to the Customer's MDFTQ.
  - (2) Where segmented paths on Seller's MARC I Facilities overlap only at a Point of Receipt, the primary point capacity for such overlapped point shall be determined separately for each such overlapping path and the aggregate primary point capacity of such overlapped point for both paths may exceed such Customer's MDFTQ as long as the primary point capacity for such overlapped point under each path does not exceed the Customer's MDFTQ.
  - (3) Where the quantity nominated by a Customer between any Point of Receipt and any Point of Delivery in a path on Seller's MARC I Facilities exceeds the Customer's MDFTQ, the quantity nominated in excess of the Customer's MDFTQ on the pipeline segment of Seller's MARC I Facilities involved shall be scheduled as Overrun Gas.

#### 5.5.13 LIMITATION ON LIABILITY

Notwithstanding anything to the contrary in this Tariff other than section 6.16.7 of the General Terms and Conditions thereof (pertaining to remedies for violations related to an OFO) and Sections 5.5.9 and 5.5.11 of this Rate Schedule (pertaining to scheduling and imbalance penalties), neither party shall be liable to the other for any special, punitive, exemplary, incidental, consequential or indirect damages for matters arising out of or in connection with service under this Rate Schedule.

5.6 MARC I ITS RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE

RATE SCHEDULE MARC I ITS  
MARC I INTERRUPTIBLE TRANSPORTATION SERVICE

5.6.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Interruptible Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities provided that:

- (a) Seller has determined that it has sufficient operational and interruptible transportation, receipt and delivery capacity on Seller's MARC I Facilities to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.6.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible Transportation Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule.

- (a) Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Transportation Quantity, plus Seller's Transportation Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Transportation Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (b) Transportation Service rendered under this Rate Schedule shall be interruptible, and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this Tariff.
- (c) Interruptible Transportation Service under this Rate Schedule does not involve wheeling service on Seller's North or South

Lateral, or injection or withdrawal of the Gas from the Stagecoach Storage Facility.

- (d) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement under this Rate Schedule or the MARC I FTS Rate Schedule.

#### 5.6.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this Original Volume No. 1 FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.6.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.6.4 and charges under Section 5.6.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's MARC I ITS Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) MARC I Interruptible Transportation Charge: An MARC I Interruptible Transportation Charge shall be paid for each dth of Gas delivered, calculated as the MARC I Interruptible Transportation Commodity Rate times the total dth transported on behalf of Customer on any Day, as applicable.
- (b) Seller's Transportation Use Charge: Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Internet Website.
- (c) MARC I Overrun Service Charge: The MARC I Interruptible Transportation Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.6.6 of this Rate Schedule. As set forth in the Customer's MARC I ITS Service Agreement, the MARC I Interruptible Transportation Overrun Charge shall consist of the MARC I Interruptible Transportation Overrun Commodity Rate for each dth which is transported for or on behalf of Customer during a Day greater than the Customer's Maximum Interruptible Transportation Quantity.

#### 5.6.5 ADDITIONAL CHARGES

Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to,

filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

5.6.6 TRANSPORTATION OVERRUN SERVICE

Customer may request Seller to provide Interruptible Transportation Service on Seller's MARC I Facilities under this Rate Schedule for quantities of gas in excess of Customer's Maximum Daily Interruptible Transportation Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the MARC I Interruptible Transportation Overrun Charge pursuant to Section 5.6.4(c) of this Rate Schedule MARC I ITS for such overrun Transportation Service.

5.6.7 DEFINITIONS

- (a) The term "Maximum Daily Interruptible Transportation Quantity" ("MDITQ") shall mean the maximum quantity of Gas, as specified in Exhibit A of the Service Agreement under this Rate Schedule, that Customer may nominate and that Seller shall transport from a Point of Receipt to a Point of Delivery each Day at constant hourly rates of flow over the course of such Day (excluding Seller's Transportation Use). As determined by Seller in its sole and reasonable judgment, the maximum quantity may be transported at rates of flow which deviate from constant hourly rates over the course of such Day.
- (b) The term "Point of Receipt" shall mean an interconnect between Seller's MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller receives Gas for Customer's account for Interruptible Transportation Service under this Rate Schedule, including the interconnects of the MARC I Facilities with the Transco Interconnect, any MARC I Intermediate Point, the South Lateral and the TGP Interconnect.
- (c) The term "MARC I Intermediate Point" shall mean a Point of Receipt on the MARC I Facilities between the interconnect of the MARC I Facilities with the Transco Interconnect and the interconnect of the MARC I Facilities with the South Lateral and the TGP Interconnect.
- (d) The term "Point of Delivery" shall mean an interconnect between the MARC I Facilities and the facilities of Seller or a third-party transporter at which Seller redelivers Gas that has been transported for Customer's Account, including the interconnects of the MARC I Facilities with the Transco Interconnect, the South Lateral and the TGP Interconnect.

5.7 FTS-2 RATE SCHEDULE - FIRM TRANSPORTATION SERVICE

5.7.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Firm Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities and/or North/South Laterals when:

- (a) Seller has determined that it has sufficient available and uncommitted capacity or capacity released in accordance with Section 5.7.7 of this Rate Schedule FTS-2 on Seller's MARC I Facilities and/or North/South Laterals to perform service requested by Customer (Seller is not required to provide any requested services for which it does not have such available capacity, or that would require Seller to construct or acquire new facilities);
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of Seller's system or with Seller's ability to provide previously contracted firm service under this FERC Gas Tariff;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.7.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Firm Transportation Service which is rendered by Seller for Customer through Seller's MARC I Facilities and/or North/South Laterals pursuant to an executed Service Agreement under this Rate Schedule. Customer shall have the right to use the primary Point(s) of Receipt and Point(s) of Delivery, as specified in Customer's Service Agreement, and other points on the portions of Seller's pipeline system for which Customer has agreed to pay reservation charges on a secondary basis, subject to the service priorities set forth in Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff. Customer shall have the right to request changes to its primary Point(s) of Receipt and primary Point(s) of Delivery, which Seller shall consider in its reasonable discretion subject to the availability of capacity at the requested point(s).

- (a) Seller shall, on a firm basis, receive for the account of Customer at Point(s) of Receipt quantities of Gas up to the Customer's Maximum Daily Receipt Quantity ("MDRQ") at each Point of Receipt and in the aggregate up to Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's

Transportation Use, as applicable, and Seller shall redeliver at the Point(s) of Delivery Equivalent Quantities of Gas, subject to Customer's Maximum Daily Delivery Quantity ("MDDQ") at each Point of Delivery. As determined by Seller in its sole and reasonable judgment, the MDFTQ may be transported at rates of flow which deviate from constant hourly rates over the course of a Day.

- (b) Seller shall not be obligated to receive and/or redeliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (c) Seller may receive for the account of Customer quantities of Gas in excess of Customer's MDRQs and/or MDFTQ, and deliver quantities of Gas in excess of Customer's MDDQs and/or MDFTQ in accordance with Section 5.7.6 of this Rate Schedule, to the extent that capacity exists on Seller's MARC I Facilities and/or North/South Laterals during the time covered by Customer's request and subject to the priorities of service in Section 6.4.3 of the General Terms and Conditions.
- (d) Transportation Service under this Rate Schedule shall be firm up to the respective Customer's MDFTQ. The MDFTQ shall be specified in the executed Service Agreement.
- (e) The Customer's MDFTQ under this Rate Schedule may not be utilized in connection with service provided by Seller to Customer under any other Rate Schedule.
- (f) Firm Transportation Service under this Rate Schedule does not involve injection into or withdrawal of Gas from the Stagecoach Storage Facility.
- (g) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement that provides for Transportation Service on the MARC I Facilities.
- (h) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Storage Service Agreement or for Transportation or Wheeling from the Stagecoach Hub under a Rate Schedule FWS or IWS service agreement or FTS-2 Service Agreement that provides for Transportation Service on the North/South Laterals.

#### 5.7.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff are applicable to this Rate Schedule, and are specifically incorporated herein by reference.

5.7.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the charges due under the subsections of this Section 5.7.4 and charges under Section 5.7.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in this Rate Schedule and in the Customer's FTS-2 Service Agreement which are effective during such Month or portions thereof.

Customer's Service Agreement will reflect the discounted or negotiated rates, if applicable, and may or may not include each of the billing components set forth below.

If, at initiation of service, service is provided for only a portion of a Month, any applicable Reservation Charges shall be prorated for the number of days that service is provided.

(a) Unless otherwise agreed to by Seller and Customer the following Charges will apply:

(1) Reservation Charges:

- (i) The FTS-2 Firm Transportation Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Daily Firm Transportation Quantity.
- (ii) If, due to Seller's scheduling of necessary maintenance of pipeline facilities, events of Force Majeure, necessary maintenance of compression facilities and/or facility outages for tie-in of new facilities, Seller fails to Tender for redelivery at the Points(s) of Delivery or to accept for service under this Rate Schedule at the Point(s) of Receipt for the account of Customer during any Gas Day the quantity of Gas that Customer has nominated for such Gas Day up to a Customer's Maximum Daily Firm Transportation Quantity, then subject to the provisions of the General Terms and Conditions, Customer's Monthly bill shall be reduced by an amount equal to the product of:

(a):  $A / B$

Where:

A = FTS-2 Firm Transportation Reservation Rate payable

B = The Number of Days in the Month

and

(b): the difference between:

(I) the lesser of:

(x) the quantity of Gas nominated for receipt or delivery at Customer's primary points, up to the Customer's MDFTQ, during the Gas Day immediately prior to Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated, or

(y) the quantity of Gas nominated for receipt or delivery at Customer's primary points, up to the Customer's MDFTQ, during the Gas Day of Seller's failure to Tender for redelivery or to accept for service under this Rate Schedule the quantity of Gas that Customer nominated; and

(II) the applicable quantity actually received or delivered by Seller, including Customer's use of secondary points, for the account of Customer during each Gas Day for the duration of such maintenance period, event of Force Majeure, or facility outage.

Such reductions of Seller's Reservation Charges shall not be applicable (i) if Seller and Customer agree upon and place into effect the makeup of such receipt or delivery deficiency under mutually acceptable terms and (ii) during the first ten (10) days of service curtailment due to events of Force majeure.

(2) Commodity Charge: The FTS-2 Firm Transportation Commodity Rate shall be paid each Month for each Dekatherm of Gas which Seller delivers under this Rate Schedule for the account of Customer at the Point(s) of Delivery during the Month.

(b) Seller's Transportation Use - Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates. Customer shall pay Seller's Transportation Use on the basis of the portion(s) of Seller's system used for transportation under each of Customer's nominations (i.e., North/South Laterals Transportation Use

only, MARC I Facilities Transportation Use only, or combination of North/South Laterals and MARC I Transportation Use).

- (c) FTS-2 Firm Transportation Overrun Charge: An FTS-2 Firm Transportation Overrun Charge shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 5.7.6 of this Rate Schedule. The FTS-2 Firm Transportation Overrun Charge shall consist of the FTS-2 Firm Transportation Overrun Rate for each Dekatherm of Gas in excess of the Customer's Maximum Daily Firm Transportation Quantity nominated by Customer and delivered by Seller for the account of Customer at the Delivery Point(s) under this Rate Schedule during any Day, plus Seller's Transportation Use set forth in Section 5.7.4(b) of this Rate Schedule.

#### 5.7.5 ADDITIONAL CHARGES

Unless otherwise agreed to by Seller and Customer, the following Charges will apply:

- (a) Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").
- (b) Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

#### 5.7.6 OVERRUN TRANSPORTATION SERVICE

- (a) Customer may request Seller to receive, transport and redeliver quantities of Gas greater than Customer's Maximum Daily Firm Transportation Quantity. If Seller has capacity available, Seller shall receive Gas for the account of Customer at the Receipt Point(s) in excess Customer's MDRQ at any Point of Receipt or in the aggregate in excess of Customer's MDFTQ, and redeliver Equivalent Quantities at the Delivery Point(s) including redeliveries at a Point of Delivery in excess of Customer's MDDQ.

Transportation of Customer's Gas from a Point of Receipt in excess of Customer's MDRQ or delivery of Gas to a Point of Delivery in excess of Customer's MDDQ, provided Customer's aggregate nominated quality for the Gas Day is at or below Customer's MDFTQ, shall be afforded a priority of secondary firm transportation. All nominations in excess of Customer's MDFTQ shall be Overrun Transportation Service.

Customer shall pay the FTS-2 Overrun Charge pursuant to Section 5.7.4(c) of this Rate Schedule for such FTS-2 Overrun Transportation Service.

- (b) Seller shall have the right pursuant to Section 6.4.3 of the General Terms and Conditions of this FERC Gas Tariff, to interrupt all or part of the overrun quantity nominated as the operation of Seller's facilities may require, in which event Seller shall notify Customer of such interruption.

#### 5.7.7 CAPACITY RELEASE

- (a) Any Customer or Replacement Customer under Rate Schedule FTS-2 shall be entitled to release all or a portion of its contract capacity to Seller for resale pursuant to Section 6.19 of the General Terms and Conditions of this Tariff. Additionally, Customer or Replacement Customer may release its contract capacity on a volumetric basis pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.
- (b) Any Customer or Replacement Customer releasing capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff will be designated as a Releasing Customer. Any person purchasing released capacity pursuant to Section 6.19 of the General Terms and Conditions of this Tariff shall be designated as a Replacement Customer. Any release of capacity by a Customer or Replacement Customer shall be pursuant to Section 6.19 of the General Terms and Conditions of this Tariff.

#### 5.7.8 SEGMENTATION

- (a) Notwithstanding anything to the contrary in this Rate Schedule or the General Terms and Conditions of this Tariff, a Customer under this Rate Schedule shall have the right to segment its firm transportation service capacity, on a primary firm basis at physical receipt points and delivery points within its Primary Path, and on a secondary basis at points within and outside its Primary Path, to the extent operationally feasible, consistent with the rules and regulations of the Commission and the scheduling priorities set forth in Section 6.4.3 of the General Terms and Conditions of this Tariff as supplemented by the scheduling priorities set forth in Section 5.7.8(b) of this Rate Schedule. In addition, segmentation under this Rate Schedule shall be subject to the following conditions: (i) a Customer may not segment its transportation capacity under this Rate Schedule if such segmentation would limit Seller's ability to provide primary firm service to other Customers and (ii) a Customer may not segment its transportation capacity at points where capacity is not available.
- (b) This Section applies to scheduling of service under this Rate Schedule and is a supplement to the scheduling priorities set

forth in Section 6.4.3 of the General Terms and Conditions of this Tariff.

- (1) The aggregate primary firm Receipt Point nominations and the aggregate primary firm Delivery Point nominations of a Customer and any Replacement Customers under any path, including any segmented path, on Seller's MARC I Facilities and/or North/South Laterals may not exceed the Customer's MDFTQ. Customer may request "primary point capacity" for the Point of Receipt and for the Point of Delivery on its, segmented paths within Customer's Primary Path up to the Customer's MDFTQ.
- (2) Customer shall be permitted to use segmented paths to transport its MDFTQ using forward haul and backhaul to the same point.
- (3) Where the quantity nominated by a Customer between any Point of Receipt and any Point of Delivery in a path exceeds the Customer's MDFTQ, the quantity nominated in excess of the Customer's MDFTQ on the pipeline segment involved shall be scheduled as Overrun Gas.

5.8 ITS-2 RATE SCHEDULE - INTERRUPTIBLE TRANSPORTATION SERVICE

RATE SCHEDULE ITS-2  
INTERRUPTIBLE TRANSPORTATION SERVICE

5.8.1 AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of Interruptible Transportation Service from Stagecoach Pipeline & Storage Company LLC (hereinafter referred to as "Seller"), on Seller's MARC I Facilities and/or North/South Laterals, provided that:

- (a) Seller has determined that it has sufficient operational and interruptible transportation, receipt and delivery capacity on Seller's MARC I Facilities and/or North/South Laterals to perform service requested;
- (b) Seller has determined that service requested by Customer will not interfere with the efficient operation of its system or with higher priority services;
- (c) Customer and Seller have executed a Service Agreement under this Rate Schedule; and
- (d) Customer accepts responsibility for arranging any upstream and downstream transportation service required for utilization of the Transportation Service under this Rate Schedule.

5.8.2 APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all interruptible Transportation Service which is rendered by Seller for Customer pursuant to an executed Service Agreement under this Rate Schedule.

- (a) Seller shall, on an interruptible basis, receive for Customer at Point(s) of Receipt quantities up to the Customer's Maximum Daily Interruptible Transportation Quantity, plus Seller's Transportation Use as applicable, and shall transport and deliver at the Point(s) of Delivery Equivalent Quantities of gas up to Customer's Maximum Daily Interruptible Transportation Quantity; provided, however, Seller shall not be obligated to receive, transport and/or deliver quantities of gas on any Day in excess of the quantity nominated and scheduled for that Day.
- (b) Transportation Service rendered under this Rate Schedule shall be interruptible, and shall be available only when there is sufficient available capacity not being used for higher priority services. Such interruptible service shall be offered in accordance with the provisions established in the General Terms and Conditions of this Tariff.

- (c) Interruptible Transportation Service under this Rate Schedule does not involve injection or withdrawal of the Gas from the Stagecoach Storage Facility.
- (d) Any nomination under this Rate Schedule for delivery to the paper pooling point on the MARC I Facilities must have an accompanying receipt nomination at the MARC I pooling point for transportation to a Point of Delivery under a Service Agreement that provides for Transportation Service on the MARC I Facilities.
- (e) Any nomination under this Rate Schedule for delivery to the paper point at the Stagecoach Hub must have an accompanying receipt nomination at the Stagecoach Hub for injection under a Storage Service Agreement or for Transportation or Wheeling from the Stagecoach Hub under a Rate Schedule FTS-2, ITS-2, FWS or IWS Service Agreement that provides for Transportation Service on the North/South Laterals.

#### 5.8.3 GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of this FERC Gas Tariff are applicable to this Rate Schedule and are specifically incorporated herein by reference.

#### 5.8.4 RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 5.8.4 and charges under Section 5.8.5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth in Customer's ITS-2 Service Agreement which are effective during such Month or portions thereof. Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- (a) ITS-2 Interruptible Transportation Charge: An ITS-2 Interruptible Transportation Charge shall be paid for each dth of Gas delivered, calculated as the ITS-2 Interruptible Transportation Commodity Rate times the total dth transported on behalf of Customer on any Day, as applicable.
- (b) Seller's Transportation Use Charge: Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates unless modified and posted on Seller's Internet Website.
- (c) ITS-2 Overrun Service Charge: The ITS-2 Interruptible Transportation Overrun Charge shall be paid for each dth of service provided on behalf of Customer pursuant to Section 5.8.6 of this Rate Schedule. As set forth in the Customer's ITS-2 Service Agreement, the ITS-2 Interruptible Transportation Overrun Charge shall consist of the ITS-2 Interruptible Transportation Overrun Commodity Rate for each dth which is transported for or

on behalf of Customer during a Day greater than the Customer's Maximum Interruptible Transportation Quantity.

5.8.5 ADDITIONAL CHARGES

Commission and Other Regulatory Fees: Customer shall reimburse Seller for all fees required by the Commission, any successor agency having jurisdiction or any other regulatory body which are related to service provided under this Rate Schedule including, but not limited to, filing, reporting and application fees and the Commission's Annual Charge Adjustment ("ACA").

5.8.6 TRANSPORTATION OVERRUN SERVICE

Customer may request Seller to provide Interruptible Transportation Service on Seller's MARC I Facilities and/or North/South Laterals under this Rate Schedule for quantities of gas in excess of Customer's Maximum Daily Interruptible Transportation Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the ITS-2 Interruptible Transportation Overrun Charge pursuant to Section 5.8.4(c) of this Rate Schedule ITS-2 for such overrun Transportation Service.

5.9 RATE SCHEDULE PAL - INTERRUPTIBLE PARK AND LOAN SERVICES

RATE SCHEDULE PAL  
INTERRUPTIBLE PARK AND LOAN SERVICES

5.9.1. AVAILABILITY

This Rate Schedule is available for the parking and loaning of natural Gas by Stagecoach Pipeline & Storage Company LLC ("Seller") for any person, corporation, partnership or other party ("Customer") which has executed 1) a Master Park and Loan Service Agreement for service under this Rate Schedule, and 2) one or more PAL Agreements (each a "PAL Agreement"), pursuant to the Master Park and Loan Service Agreement.

5.9.2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Seller for Customer. PAL services under this Rate Schedule shall be provided for a minimum term and a maximum term agreed upon by both Seller and Customer (the "Initial Term"). The Initial Term and quantity(ies) of each PAL Agreement shall be set forth in the executed PAL Agreement. PAL transactions will occur at one or more points (each a "PAL Point") agreed upon by Seller and Customer.

Service under this rate schedule will be provided as follows:

- (a) Park Service: Park Service is an interruptible service which provides for:
- (1) Seller's receipt of Gas quantities that have been delivered by Customer to one or more PAL Points on Seller's system;
  - (2) Seller holding the parked quantities on Seller's system; and
  - (3) Seller's return of parked quantities of Gas to Customer at one or more PAL Points on Seller's system.

Seller shall hold the quantity of Gas parked under the PAL Agreement for Customer for a period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 5.9.4 of this Rate Schedule, Seller shall then return such parked Gas to Customer.

- (b) Loan Service: Loan Service is an interruptible service which provides for:
- (1) Customer's receipt of Gas quantities from Seller at one or more PAL Points on Seller's system; and
  - (2) Customer's return of the loaned Gas quantities to Seller at one or more PAL Points on Seller's system.

Seller shall make the quantity of Gas loaned at each PAL Point under the applicable PAL Agreement available for a time period up to the maximum term as specified in the executed PAL Agreement. Subject to Section 5.9.4 of this Rate Schedule, loaned quantities shall be returned to Seller.

- (c) Interruptible parking and loaning of natural Gas under this Rate Schedule shall be provided when and to the extent that Seller determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Seller's higher priority obligations.
- (d) Service under this Rate Schedule will be made available on a first come, first served basis, to any Customer willing and able to pay rates agreed upon by Seller and Customer, subject to all applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff.
- (e) Seller shall not be required to provide service under this Rate Schedule that would require Seller to install, operate or maintain any additional facilities.
- (f) PAL services under this Rate Schedule shall be provided by Seller in one of two ways: Daily Rate services or Term Rate services. Customer shall elect either the Daily Rate or Term Rate service option when it requests service from Seller. The term "PAL account" as used herein shall mean the PAL account associated with a particular PAL Agreement.
- (g) Each PAL Agreement shall specify in Dth: (i) the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MDQ"); (ii) the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MAQ"); (iii) the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MDQ"); and (iv) the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MAQ"). The sum of all PAL MAQs under all PAL Agreements shall not exceed the maximum aggregate quantity specified in the Master Park and Loan Service Agreement ("Master MAQ").
- (h) Upon the expiration of the Initial Term of any PAL Agreement hereunder, such PAL Agreement shall remain in full force and effect until terminated by either Customer or Seller by written notice to the other party at least thirty (30) days in advance of the desired termination date; provided, however, that (a) for PAL Agreements with an Initial Term of less than thirty (30) days, either party may terminate by providing

prior written notice to the other party equal to the length in days of the Initial Term; and (b) no PAL Agreement shall extend beyond the termination date of the Master Park and Loan Service Agreement pursuant to which it was executed.

5.9.3. QUALIFICATIONS FOR SERVICE

- (a) All Customers requesting new PAL service must qualify for service pursuant to the General Terms and Conditions of Seller's FERC Gas Tariff and have already executed a Master Park and Loan Service Agreement.
- (b) A PAL Agreement shall be executed by Customer and Seller following Seller's acceptance of Customer's request for service. In the event the PAL Agreement is not executed by Customer within the time specified by Seller when tendering the applicable PAL Agreement, Seller, at its sole discretion, may consider the request for service invalid.

5.9.4. NOMINATIONS AND SCHEDULING

- (a) Customer shall nominate PAL services under this Rate Schedule in accordance with the nomination deadlines set forth in the General Terms and Conditions of Seller's FERC Gas Tariff. Customer shall nominate the agreed upon park or loan quantities at one or more PAL Points under the applicable PAL Agreement. Such nominated quantities shall be subject to confirmation by Seller. The confirmed quantities shall be deemed the scheduled quantities.
- (b) Applicable to Daily Rate PAL services:
  - (1) The park or loan quantities of Gas nominated on a daily basis at each PAL Point under a Daily Rate PAL Agreement shall equal the agreed upon daily quantities of Gas at each PAL Point as stated in the applicable PAL Agreement unless otherwise agreed upon in writing by both Seller and Customer. The total park or loan quantity of Gas under a Daily Rate PAL Agreement shall not exceed the total park or loan quantities as stated in the applicable PAL Agreement unless Seller and Customer agree to a different total quantity.
  - (2) If, on any day, Customer nominates quantities of Gas to be withdrawn from or deposited into its PAL account, but Seller is unable to schedule any of the quantities nominated, Seller shall suspend the Park and/or Loan Service rate charges for the quantity not scheduled until Seller is able to schedule the quantity nominated. Additionally, Seller and Customer may agree to extend the agreed upon term for the amount of time during which Seller was unable to schedule the Park and/or Loan Service.
- (c) Applicable to Term Rate PAL services:
  - (1) Seller and Customer may agree to Park and/or Loan Services for specified maximum quantities at one or more PAL Points for an agreed upon term. The park and/or loan quantities of Gas nominated on a daily basis at each PAL Point under a Term Rate PAL Agreement shall not exceed the agreed upon daily quantities of Gas at each PAL Point as stated in the applicable PAL Agreement unless otherwise agreed upon in writing by both Seller and Customer. The total park or loan quantity of Gas under a Term Rate PAL Agreement shall not exceed the maximum park or loan quantities as stated in the applicable PAL Agreement unless Seller and Customer

mutually agree in writing to a different quantity.

- (2) If, on any day, Customer nominates quantities of Gas to be withdrawn from and/or deposited into its PAL account, but Seller is unable to schedule any of the quantities nominated, Seller shall credit to Customer an amount equal to the applicable daily reservation charge as specified in the PAL Agreement for the applicable PAL Points multiplied by the quantity of Gas which was nominated but not scheduled at such PAL Points. Additionally, Seller and Customer may mutually agree to extend the agreed upon term for the amount of time that Seller was unable to schedule the Park and/or Loan Service.
- (d) PAL services will be provided on an interruptible basis. Interruption of PAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of Gas if Seller in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.

#### 5.9.5. NOTIFICATIONS, ALLOCATIONS AND CURTAILMENT

- (a) Seller shall allocate capacity for PAL services in accordance with the Nominations, Scheduling and Allocation provisions set forth in the General Terms and Conditions of Seller's FERC Gas Tariff.
- (b) Customer may be required, upon notification from Seller, to suspend or reduce deliveries for the agreed upon Park Service, or receipts for the agreed upon Loan Service. Further, Customer may be required, upon notification from Seller, to remove quantities of Gas previously provided to Seller under the Park Service, or return quantities of Gas previously loaned to Customer under the Loan Service. Such notification may be made as soon as reasonably practicable by telephone with later confirmation in writing from Seller such as by e-mail or posting on Seller's website.
- (c) Should Seller notify Customer to remove or return quantities of Gas pursuant to Section 5.9.5(b), Seller's notification shall specify (i) the time frame within which Park Service quantities shall be removed, and/or Loan Service quantities shall be returned; and (ii) the specific PAL Points and quantities at such PAL Points affected by Seller's notification. The obligation of Customer to comply with the issued notification shall be monitored until such time as Seller is able to recommence the Park and/or Loan Services.
- (d) In the event Customer makes a timely nomination in response to a notification by Seller pursuant to Section 5.9.5(b), the obligation of Customer to comply with that notification shall be tolled until such time as Seller's operational conditions allow Seller to schedule the nomination.

#### 5.9.6. RATES AND CHARGES

- (a) The daily unit rates for service as shown on the effective rate sheet of Seller's FERC Gas Tariff shall be agreed to in writing by Seller and Customer.
- (b) (1) Applicable to Daily Rate PAL services:
  - (i) The monthly charges for Daily Rate PAL services shall be the sum of the product of the quantities of Gas in Customer's PAL account at each PAL

Point, exclusive of Authorized Overrun quantities pursuant to Section 5.9.6(d) of this Rate Schedule PAL, and the agreed upon rate for each such PAL Point for each day service is tendered by Seller. Charges shall commence on the first day of the agreed upon transaction and continue until Customer's account balance reaches zero or until the last day of the agreed upon term as set forth in the executed PAL Agreement, whichever comes first.

- (ii) Seller, in its sole discretion, may decide to institute a generally applicable rate at specific PAL Points on its system for specific quantities and/or dates (a "Daily Posted PAL Rate"). To the extent Seller elects to institute any such Daily Posted PAL Rate, Seller shall post the Daily Posted PAL Rate on Seller's Internet website, and such Daily Posted PAL Rate shall become applicable upon 24 hours' notice to any Daily Rate PAL Customer utilizing those specific PAL Points under a PAL Agreement in which such Customer makes an election in Section 1 of the PAL Agreement that the Daily Posted PAL Rate shall apply to such PAL Agreement. Seller may elect to change the amount of or terminate altogether any such Daily Posted PAL Rate at any time upon 24 hours' notice via a posting to Seller's Internet website. Notwithstanding, Daily Posted PAL Rates proposed by Seller from time to time pursuant to this Section 5.9.6(b)(1)(ii) shall not apply to a Daily Rate PAL Customer if such Customer makes an election in Section 1 of the applicable PAL Agreement that Daily Posted PAL Rates shall not apply to such PAL Agreement.

- (2) Applicable to Term Rate PAL services:

The monthly charges for Term Rate PAL services shall be the product of the PAL MAQ and the agreed reservation charge.

- (c) For Gas which is in Customer's PAL account during the Grace Period, as defined in Sections 5.9.7(a)(5) and 5.9.7(b)(5), Seller shall charge Customer either: (a) the agreed upon daily commodity rate under the Daily Rate PAL Agreement; or (b) the agreed upon daily reservation rate under the Term Rate PAL Agreement.
- (d) Authorized Overrun Charges for Daily Rate and Term Rate PAL Services: If Customer, upon receiving the advance approval of Seller, should (a) on any day park or borrow under this Rate Schedule PAL a quantity of Gas at any PAL Point in excess of the PAL Point MDQ for such PAL Point under the Customer's applicable PAL Agreement; or (b) at any time park or borrow under this Rate Schedule PAL a quantity of Gas at any PAL Point that causes such Customer to exceed the PAL Point MAQ for such PAL Point under the Customer's applicable PAL Agreement; or (c) on any day park or borrow under this Rate Schedule PAL a quantity of Gas at one or more PAL Points in excess of the PAL MDQ for all PAL Points under the Customer's applicable PAL Agreement; or (d) at any time park or borrow under this Rate Schedule PAL a quantity of Gas at one or more PAL Points in excess of the PAL MAQ for all PAL Points under the Customer's applicable PAL Agreement, then such quantities shall constitute an Authorized Overrun. For all such Authorized Overruns, Customer shall pay Seller the authorized overrun rates agreed upon in writing.

5.9.7. UNDER- AND OVERDRAWN QUANTITIES

(a) Park Service:

- (1) In the event any of the following occurs, parked quantities shall become the property of Seller at no cost to Seller, free and clear of any adverse claims:
  - (i) Seller's prevailing operations require Seller to notify Customer that deliveries of parked quantities must be suspended or be reduced, and within 24 hours Customer fails to comply with such notification; and/or
  - (ii) Seller's prevailing operations require Seller to notify Customer that all or part of Customer's parked quantities must be removed, and Customer fails to comply within the specified time frame; and/or
  - (iii) the PAL account reflects a positive balance at the termination date of the executed PAL Agreement.
- (2) If, pursuant to Section 5.9.7(a)(1)(i), Seller notifies Customer that deliveries of parked quantities must be suspended or be reduced, only those quantities parked in violation of the notification after the time period specified in Section 5.9.7(a)(1)(i) shall become the property of Seller at no cost to Seller, free and clear of any adverse claims.
- (3) In the event that a PAL account for Park Service reflects a negative balance at the termination date of the executed PAL Agreement, those overdrawn quantities shall be sold to Customer at 200% of Tennessee Zone 4 Marcellus per Dth for that day or, if greater, the actual price paid by Seller per Dth to replace the Gas (the greater, the "Replacement Price").
- (4) In the event any of the occurrences in Sections 5.9.7(a)(1), (2) and/or (3) of this Rate Schedule are impeded to the extent Customer nominates in accordance with the terms of its PAL Agreement pursuant to such notification or to remedy a negative balance at the termination date and Seller is unable to schedule Customer's nomination, the specified time frame will be extended accordingly.
- (5) Notwithstanding Sections 5.9.7(a)(1) and (3), if on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less in the aggregate at all PAL Points under the applicable PAL Agreement, and such balance is not due to Seller's inability to schedule Customer's nominated quantities, Customer shall have five (5) business days ("Grace Period") to resolve such balance. If Seller is unable to schedule any of Customer's nominated quantities during the Grace Period, Seller and Customer may agree to extend the Grace Period for the amount of time that Seller was unable to schedule the Park Service. If, at the end of the Grace Period, Customer has a remaining balance, Section 5.9.7(a)(1) or (3), whichever is applicable, shall control.

(b) Loan Service

- (1) In the event any of the following occurs, loaned quantities shall be sold to Customer at the Replacement Price during the term of the agreed upon transaction as set forth in the PAL Agreement:
    - (i) Seller's prevailing operations require Seller to notify Customer that receipt of Customer's loaned quantities must be suspended or be reduced, and Customer continues to receive loaned quantities; and/or
    - (ii) Seller's prevailing operations require Seller to notify Customer that all or part of Customer's loaned quantities must be returned to Seller, and Customer fails to comply within 24 hours; and/or
    - (iii) the PAL account reflects a negative balance at the termination date of the executed PAL Agreement.
  - (2) If, pursuant to Section 5.9.7(b)(1)(i), Seller notifies Customer that receipt of Customer's loaned quantities must be suspended or be reduced, only those quantities in violation of the notification shall be sold to Customer at the Replacement Price.
  - (3) In the event that a PAL account for Loan Service reflects a positive balance at the termination date of the executed PAL Agreement, those overpaid quantities shall become the property of Seller at no cost to Seller, free and clear of any adverse claims.
  - (4) In the event any of the occurrences in Sections 5.9.7(b)(1), (2) and/or (3) of this Rate Schedule are impeded to the extent Customer nominates in accordance with the terms of its contract pursuant to such notification or to remedy a positive balance at the termination date and Seller is unable to schedule Customer's nomination, the specified time frame will be extended accordingly.
  - (5) Notwithstanding Sections 5.9.7(b)(1) and (3), if on the termination date of the executed PAL Agreement the PAL account for Park Service reflects a positive or negative balance of one hundred (100) dekatherms or less, and such balance is not due to Seller's inability to schedule Customer's nominated quantities, Customer shall have five (5) business days ("Grace Period") to resolve such balance. If Seller is unable to schedule any of Customer's nominated quantities during the Grace Period, Seller and Customer may agree to extend the Grace Period for the amount of time that Seller was unable to schedule the Loan Service. If, at the end of the Grace Period, Customer has a remaining balance, Section 5.9.7(b)(1) or (3), whichever is applicable, shall control.
- (c) In the event the Tennessee Zone 4 Marcellus spot price is no longer published or is otherwise unavailable, Seller shall select, in its reasonable discretion, an alternative spot price from an industry recognized publication, which selection shall apply as of the date the Tennessee Zone 4 Marcellus spot price became unavailable and for all periods thereafter.

5.9.8. GENERAL TERMS AND CONDITIONS

The provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as such may be amended from time to time, are hereby incorporated by reference and made a part of this Rate Schedule PAL and shall apply to services rendered hereunder as stated herein.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 DEFINITIONS
- 6.2 REQUESTS FOR SERVICE
- 6.3 STORAGE / WHEELING / TRANSPORTATION SERVICE
- 6.4 NOMINATIONS, SCHEDULING AND ALLOCATION
- 6.5 PRESSURE
- 6.6 MEASUREMENT AND MEASUREMENT EQUIPMENT
- 6.7 QUALITY
- 6.8 BILLING AND PAYMENT
- 6.9 FORCE MAJEURE
- 6.10 PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS
- 6.11 MISCELLANEOUS
- 6.12 FACILITIES
- 6.13 INTERNET WEBSITE
- 6.14 RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION
- 6.15 TITLE TRANSFERS OF GAS IN STORAGE
- 6.16 OPERATIONAL FLOW ORDERS ("OFOs")
- 6.17 OFF-SYSTEM CAPACITY
- 6.18 PENALTY REVENUE CREDITING
- 6.19 CAPACITY RELEASE
- 6.20 NAESB STANDARDS

6.1 GENERAL TERMS AND CONDITIONS - DEFINITIONS

6.1 DEFINITIONS

- 6.1.1 The term "Agreement" shall mean the Service Agreement executed by the Customer and Seller and any exhibits, attachments and/or amendments thereto.
- 6.1.2 The term "Base Gas" shall mean Gas required to remain in the storage field sufficient to protect the integrity of the storage field.
- 6.1.3 The term "Btu" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one degree (1) Fahrenheit at sixty degrees (60) Fahrenheit. The reporting basis for Btu is 14.73 psia (101.325 kPa), 60 degrees Fahrenheit (15 degrees C), and dry.
- 6.1.4 The term "Business Day" shall mean Monday through Friday, excluding all federal banking holidays for transactions in the United States and similar holidays for transactions in Canada and Mexico.
- 6.1.5 The term "Central Clock Time" shall mean Central Standard Time except for that period when daylight savings is in effect. During that period, Central Clock Time shall mean Central Daylight Time.
- 6.1.6 The terms "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 6.1.7 The term "Customer" shall mean any person, corporation, partnership or any other party that executes a valid Service Agreement with Stagecoach Pipeline & Storage Company LLC for the storage, transportation, or wheeling of Gas under the terms and conditions of Seller's FERC Gas Tariff.
- 6.1.8 The term "Dekatherm" (dth) shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) Btu.
- 6.1.9 The determination of quantities deemed to be delivered for purposes of use of the term "Each Dekatherm Of Gas Which Is Delivered" shall be the pro rata allocation of the quantities of Gas nominated, after adjustments for Seller's Use and pursuant to Section 6.4.3 hereof, for injection into storage or for withdrawal from storage or for Transportation or Wheeling Service.
- 6.1.10 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of dths equal to the amount of dths received by Seller for the account of Customer at the Point of Injection/Withdrawal for Storage Service, or at the Receipt Point for Wheeling or Transportation Service, reduced by the

dths removed for Seller's Injection, Withdrawal, Transportation, and/or Wheeling Use as attributable to the storage, transportation, or wheeling of Customer's Gas.

- 6.1.11 The term "Expansion Capacity" shall mean new storage, wheeling and/or transportation capacity that will be added by Seller through the construction or acquisition of facilities.
- 6.1.12 The term "Gas" shall mean natural gas, including casing head gas produced with crude oil, gas from gas wells and gas from condensate wells and synthetic natural gas.
- 6.1.13 The terms "Gas Day" or "Day" shall mean the NAESB standard Gas Day from 9:00 a.m. to 9:00 a.m. (Central Clock Time).
- 6.1.14 The term "MARC I Facilities" shall mean Seller's pipeline between the Transco Interconnect and the South Lateral and the TGP Interconnect, including Seller's appurtenant metering, flow control, pressure regulation, and compression facilities.
- 6.1.15 The terms "Maximum Daily Delivery Quantity" and "MDDQ" shall mean the maximum quantity of Gas, expressed in dths, specified in Customer's Service Agreement, that Customer may nominate and that Seller shall Tender for delivery at a Point of Delivery, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.16 The terms "Maximum Daily Firm Transportation Quantity" and "MDFTQ" shall mean the maximum quantity of Gas, specified in Customer's MARC I FTS or FTS-2 Service Agreement, that Customer may nominate on any Day and that Seller shall transport from Point(s) of Receipt to Point(s) of Delivery on a firm basis, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.17 The term "Maximum Daily Interruptible Transportation Quantity" ("MDITQ") shall mean the maximum quantity of Gas, specified in Customer's MARC I ITS or ITS-2 Service Agreement, that Customer may nominate on any Day and that Seller shall transport from Point(s) of Receipt to Point(s) of Delivery on a firm basis, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.18 The terms "Maximum Daily Receipt Quantity" and "MDRQ" shall mean the maximum quantity of Gas, expressed in dths, specified in Customer's Service Agreement, that Customer may nominate and that Seller shall receive at each Point of Receipt, subject to Section 6.4 of these General Terms and Conditions.
- 6.1.19 The term "Maximum Storage Quantity" shall mean the greatest number of dths that Seller is obligated to store on behalf of Customer on any Gas Day.
- 6.1.20 The term "Millennium" shall mean Millennium Pipeline Company, L.L.C.

- 6.1.21 The term "Millennium Interconnect" shall mean the meter at the point of interconnection between Seller's North Lateral and the facilities of Millennium located just north of the town of Owego, Tioga County, New York.
- 6.1.22 The term "Month" shall mean the period beginning on the first Gas Day of a calendar month and ending at the same hour on the first Gas Day of the next succeeding calendar month.
- 6.1.23 The term "NAESB Standards" shall mean the standardized business practices, procedures and criteria which have been adopted and published by the Wholesale Gas Quadrant of the North American Energy Standards Board and which have been adopted by reference by the Commission.
- 6.1.24 The terms "North American Energy Standards Board" or "NAESB" shall mean that accredited organization established to set standards for certain natural gas industry business practices and procedures. "WGQ" shall mean the Wholesale Gas Quadrant of NAESB.
- 6.1.25 The term "North Lateral" shall mean the Seller's 9.3 mile pipeline facility that extends from the Stagecoach Storage Facility Central Compressor Station in a northerly direction to a terminus at the Millennium Interconnect.
- 6.1.26 The term "Operating Balancing Agreement" or "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.
- 6.1.27 The term "Operational Flow Order" or ("OFO") shall mean the verbal and/or written communication (e.g., Seller's Internet website) Seller shall utilize to inform Customers of necessary actions to preserve and protect the security and integrity of its system.
- 6.1.28 The term "Operator" shall mean a party that operates the facilities that interconnect with Seller's facilities.
- 6.1.29 The term "PAL Point MDQ" shall mean the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement. The term "PAL MDQ" shall mean the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement. The sum of all PAL Point MDQs under a PAL Agreement shall equal the PAL MDQ.
- 6.1.30 The term "PAL Point MAQ" shall mean the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement. The term "PAL MAQ" shall mean the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement. The sum of all PAL Point MAQs under a PAL Agreement shall equal the PAL MAQ.

- 6.1.31 The terms "Point of Delivery" and "Delivery Point" shall mean the inlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a Transporter at which Seller delivers gas that has been transported, wheeled or stored for Customer's account, including the Millennium Interconnect, TGP Interconnect and Transco Interconnect. Points of Delivery shall also include the Point of Injection/Withdrawal, the interconnection between Seller's South Lateral and the MARC I Facilities, the paper points at the Stagecoach Hub and MARC I Hub, and delivery points on off-system capacity in accordance with Section 6.17 of these General Terms and Conditions. Points of Delivery available to a Customer may be limited to points on the North and South Laterals or points on the MARC I Facilities as specified in the Rate Schedules of this FERC Gas Tariff.
- 6.1.32 The terms "Point of Receipt" and "Receipt Point" shall mean the outlet of Seller's Central Compressor Station at the Stagecoach Storage Facility or an interconnect between Seller's facilities and the facilities of a Transporter at which Seller receives Gas for Customer's account for Transportation, Storage or Wheeling Services, including the Millennium Interconnect, TGP Interconnect and Transco Interconnect. Points of Receipt shall also include the Point of Injection/Withdrawal, the interconnection between Seller's South Lateral and the MARC I Facilities, the paper points at the Stagecoach Hub and MARC I Hub, and receipt points on off-system capacity in accordance with Section 6.17 of these General Terms and Conditions. Points of Delivery available to a Customer may be limited to points on the North and South Laterals or points on the MARC I Facilities as specified in the Rate Schedules of this FERC Gas Tariff.
- 6.1.33 The term "Point of Injection/Withdrawal" shall mean the outlet flange of the meter at the point of interconnection between Seller's Stagecoach Storage Facility and third party Transporter's facilities located in Tioga County, New York, Bradford County, Pennsylvania or such other location as may be designated by Seller and its Customer, including the Millennium Interconnect, the TGP Interconnect and points on off-system capacity.
- 6.1.34 The term "Primary Path" shall mean the portion of capacity physically located between the designated primary Receipt Point(s) and primary Delivery Point(s) of a Customer's Service Agreement, and takes into account the direction of flow from the primary Receipt Point(s) to the primary Delivery Point(s).
- 6.1.35 The term "Releasing Customer" shall mean any Customer releasing capacity under Rate Schedules FSS, FWS, MARC I FTS or FTS-2 pursuant to Section 6.19 of these General Terms and Conditions.
- 6.1.36 The term "Replacement Customer" shall mean any Customer to which capacity is released under Rate Schedules FSS, FWS, MARC I FTS

or FTS-2 pursuant to Section 6.19 of these General Terms and Conditions.

- 6.1.37 The term "Seller" shall mean Stagecoach Pipeline & Storage Company LLC.
- 6.1.38 The term "Seller's Injection Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas injected into storage for the account of Customer.
- 6.1.39 The term "Seller's Transportation Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas scheduled for the account of Customer.
- 6.1.40 The term "Seller's Use" shall mean the sum of the Seller's Injection Use, the Seller's Withdrawal Use, the Seller's Wheeling Use, and the Seller's Transportation Use.
- 6.1.41 The term "Seller's Wheeling Use" shall mean the applicable rate and percentage stated in Seller's Currently Effective Rates or at a reduced rate below Seller's Currently Effective Rates as posted on Seller's Internet Website multiplied by the quantity of Gas scheduled for the account of Customer.
- 6.1.42 The term "Seller's Withdrawal Use" shall mean the applicable percentage stated in Seller's Currently Effective Rates multiplied by the quantity of Gas withdrawn from storage for the account of Customer.
- 6.1.43 The term "Service Day" shall mean the Gas Day during which Customer receives Service pursuant to a nomination in accordance with Section 6.4 of the General Terms and Conditions of this FERC Gas Tariff.
- 6.1.44 The term "South Lateral" shall mean the pipeline lateral owned and operated by Seller that extends in a southerly direction for approximately 23.7 miles from Seller's Central Compressor Station in Tioga County, New York to a junction with the MARC I Facilities and the TGP Interconnect.
- 6.1.45 The term "Storage Service" shall mean the storage of Gas, consisting of injection, withdrawal and reservoir capacity.
- 6.1.46 The terms "Tender", "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver Gas to or for the account of the receiving party at the Point of Injection/ Withdrawal and/or the Point of Receipt/Delivery.
- 6.1.47 The term "TGP" shall mean Tennessee Gas Pipeline Company, L.L.C.

- 6.1.48 The term "TGP Interconnect" shall mean the meter(s) at the point(s) of interconnect between Seller's South Lateral, the MARC I Facilities and the facilities of TGP at or near Station 319 in Bradford County, Pennsylvania.
- 6.1.49 The Term "Transporter" shall mean a third-party pipeline designated by Customer to deliver Gas for Customer's account to the Point(s) of Receipt or to receive Gas for Customer's account at the Point(s) of Delivery.
- 6.1.50 The term "Transco" shall mean Transcontinental Gas Pipe Line Company, LLC.
- 6.1.51 The term "Transco Interconnect" shall mean the meter at the point of interconnect between Seller's MARC I Facilities and the facilities of Transco in Lycoming County, Pennsylvania, approximately 8 miles west of Transco Compressor Station 517.
- 6.1.52 The terms "Transportation Service" and "Transportation" shall mean the movement of Gas across the Seller's pipeline facilities, including by forward haul, back-haul and displacement, provided under Rate Schedules MARC I FTS, FTS-2 or MARC I ITS.
- 6.1.53 The term "Usage Charges" shall mean all variable charges associated with the injection/withdrawal, Wheeling or Transportation of Gas by Seller, including power costs associated with electric drive compressors.
- 6.1.54 The terms "Wheeling Service" and "Wheeling" shall mean transportation of Gas across Seller's facilities (not including Seller's MARC I Facilities) provided under Rate Schedules FWS or IWS.
- 6.1.55 The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Seller in the future.
- 6.1.56 The term "Working Storage Gas" shall mean the quantity of Gas, other than Base Gas, held in storage at any given time, by Seller, for the account of Customer.

6.2 GENERAL TERMS AND CONDITIONS -  
REQUESTS FOR SERVICE

6.2 REQUESTS FOR SERVICE

6.2.1 Requests. To seek to qualify for Storage Service, Wheeling Service or Transportation Service, a potential Customer shall submit a request for such service in writing or by alternate electronic means acceptable to Seller. Seller shall evaluate and respond to such requests as soon as is reasonably possible, and shall begin service, if an Agreement is executed, as soon as is reasonably possible, after execution of the Agreement. Such a request shall be considered acceptable only if the information specified in Section 6.2.3 below is provided in writing, but Seller may waive all or any portion of such information in individual instances, when the information is already in the possession of Seller.

Requests for service shall be sent to:

Stagecoach Pipeline & Storage Company LLC  
811 Main Street, Suite 3400  
Houston, TX 77002  
Attention: Storage & Transportation Commercial Operations

6.2.2 Pre-arranged Service and Interim Service

- (a) Pre-arranged Service. Seller may enter into a binding precedent agreement with a Customer for firm service for a future period ("Pre-arranged Service") for unsubscribed firm Expansion Capacity (not existing capacity), as posted on Seller's website, that is available or will become available as a result of completion of construction or acquisition of facilities, and is not subject to a right of first refusal pursuant to Section 6.10.1(b) of the General Terms and Conditions of this FERC Gas Tariff, or to any other Customer renewal rights.
- (b) Interim Service. Expansion Capacity that is under contract for a future period may be available for service on an interim basis up to the commencement date of the Pre-arranged Service. The availability of interim service, including any limitation thereon, will be posted on Seller's website.
- (c) Capacity Reservation. In order to reserve Expansion Capacity under a Pre-arranged Service, Seller reserves the right to limit any Customer renewal rights, including the right of first refusal, which might otherwise apply to interim sales of service using the capacity. The following terms shall apply to Pre-arranged Service:
  - (1) Within thirty (30) days after entering into a Pre-arranged Service for which Expansion Capacity is to be reserved including Pre-arranged Service for which

renewal rights on any interim sales of such capacity are to be limited, Seller will post a notice on its website indicating the terms of the Pre-arranged Service, and that the pre-arranged capacity is available for bidding.

- (2) Seller shall post a request for bids and award the pre-arranged Expansion Capacity as set forth below in accordance with Section 6.10 of the General Terms and Conditions. Pre-arranged Service Expansion Capacity shall be available for bidding for at least five (5) Business Days, and Seller shall evaluate acceptable bids on a net present value (NPV) basis. The criteria for acceptable bids shall be included in the posting for bids. Bids may be for service to commence on the earliest date such capacity is available or some other future date. At the end of the bidding period, Seller shall evaluate acceptable bids on a net present value (NPV) basis, using the FERC approved interest rate as the discount rate, with the current value of any future bids reduced by the time value of the delay in the receipt of revenue. NPV shall only include revenue generated by the reservation rate, or any other form of revenue guarantee, as proposed in a bid for capacity. If an acceptable bid yields a higher NPV than that of the Pre-arranged Service, the pre-arranged Customer shall have a one-time right, to be exercised within two (2) Business Days after the close of the bids, to match the highest competing bid in order to retain the capacity. If the Customer elects not to match the highest competing bid, the capacity shall be awarded to the competing Customer whose acceptable bid produced the highest NPV. All awards of Expansion Capacity under this Section 6.2.2 shall require the winning bidder to execute a binding precedent agreement for the capacity within two (2) Business Days after the award. Seller shall post the material terms and conditions of such precedent agreement on its website at the time it posts notice of the Pre-arranged Service and requests bids for the affected Expansion Capacity.
- (d) Creditworthiness. Customers with Pre-arranged Service and Customers who execute precedent agreements as the result of an award of Expansion Capacity under this Section 6.2.2 shall satisfy the creditworthiness requirements included in their precedent agreement with Seller.

#### 6.2.3 Form of Request for Service

- (a) Each request, to be considered as an acceptable and valid request, must furnish the applicable portion of that information set forth in the "Stagecoach Pipeline & Storage

Company LLC Service Request Form" posted on Seller's Internet Website, which may be changed from time to time and reissued by Seller. Customer may submit the required information using the Service Request Form or may submit equivalent information by alternate means acceptable to Seller. Information that Seller may request includes the items specified in subsections (b) through (h) below.

- (b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.
- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
  - (1) Name, address, representative and telephone number of Customer;
  - (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described);
  - (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named); and
  - (4) A statement of whether Customer is a Replacement Customer and the contract number under which Replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify which Rate Schedule service is desired.
- (e) Requested Service Quantities, as applicable to the specific Rate Schedule under which service is requested (stated in Dekatherms).

- (f) Term of Service:
  - (1) Date service is requested to commence.
  - (2) Date service is requested to terminate.
- (g) Certified Statement: A certified statement that the Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, Wheeling, or Transportation Services, the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.
- (h) Credit Evaluation:
  - (1) Customer's Bank References.
  - (2) Customer should submit year end audited financial statements of Customer (if available) together with the latest quarterly report. If audited financial statements are not available, Customer should furnish unaudited financial statements. In such event, Seller may request additional credit information.
  - (3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.
  - (4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in (3) above, in its request for service.

- (5) Any other information requested by Seller pursuant to Section 6.11.5 of the General Terms and Conditions.

6.2.4 Discounted and Negotiated Rate Agreements

- (a) For services under Rates Schedules MARC I FTS, FTS-2, MARC I ITS, ITS-2 and FWS, Seller may agree to charge discounted rates. In no event shall Seller be obligated to agree to charge discounted rates. Any discounted rates that Seller may agree to shall be limited to the rate components, path, Receipt and Delivery Points, quantity and to the term Seller expressly agrees to in writing.
- (b) For services under Rates Schedules MARC I FTS, FTS-2, MARC I ITS, ITS-2 and FWS, Seller and Customer may mutually agree in writing to rates, rate components, charges, or credits, that differ from those rates, rate components, charges, or credits, that are otherwise prescribed, required, established or imposed by the applicable Rate Schedule or by any other applicable provision of Seller's effective FERC Gas Tariff. If Seller agrees to such differing rates, rate components, charges, or credits (referred to hereinafter and in this Tariff as "Negotiated Rates"), then the Negotiated Rate(s) shall be effective only for the period agreed upon by Seller. During such period, the Negotiated Rate(s) shall govern and apply to the Customer's service and the otherwise applicable rate, rate component, charge, or credit, which the parties have agreed to replace with the Negotiated Rate(s), shall not apply to, or be available to, the Customer. At the end of such period, the otherwise applicable maximum rates or charges shall govern the service provided to Customer. Only those rates, rate components, charges, or credits, identified by Seller and Customer in writing as being superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established or imposed by the applicable Rate Schedule or Seller's FERC Gas Tariff shall remain in effect. Seller shall make any FERC filings necessary to effectuate a Negotiated Rate. Any Negotiated Rates that Seller may agree to shall be limited to the rate components, path, Receipt and Delivery Points, quantity and to the term Seller expressly agrees to in writing.
- (c) Discount Adjustments for Negotiated Rate Agreements.

Seller may seek a discount adjustment to recourse rates for negotiated rate agreements to the extent that Seller can meet the standards required of an affiliate discount-type adjustment, including requiring that the Seller has the burden of proving that the discount was required to meet competition. Accordingly, Seller shall be required to demonstrate that a discount type adjustment does not have an adverse impact on recourse rate shippers by:

- (1) Demonstrating that, in the absence of Seller's entering into such negotiated rate agreement: (A) Seller would not have been able to contract for such capacity at any higher rate(s); and (B) recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
- (2) Making another comparable showing that the negotiated rate contributes more to fixed costs recovery to the system than could have been achieved without the negotiated rate.

6.2.5 Subsequent Information

- (a) If any of the events or actions described in 6.2.3(h) (4) above, shall be initiated or imposed during the term of service hereunder, Customer shall provide notification thereof to Seller within two (2) Business Days of any such initiated or imposed event or action. Customer shall also provide, forthwith, such additional Customer credit information as may be reasonably required by Seller, at any time during the term of service hereunder, to determine Customer's creditworthiness.
- (b) After receipt of a request for Storage, Wheeling, or Transportation Service hereunder, Seller may require that Customer furnish additional information as a prerequisite to Seller offering to execute an Agreement with Customer. Such information may include proof of Customer's title to the Gas involved and/or its legal right to cause the Gas to be delivered to Seller for Storage, Wheeling or Transportation Services, and of Customer's contractual and/or physical ability to cause such Gas to be delivered to and received from Seller.

6.2.6 Request Validity. Customer's request for Storage, Wheeling, or Transportation Service shall be considered null and void if Seller has tendered an Agreement for execution to Customer and Customer fails to execute the Agreement within thirty (30) days thereafter. Seller will not execute an Agreement under Rate Schedules FSS, FWS, MARC I FTS, or FTS-2 for which it does not have sufficient available capacity. If sufficient capacity is available, but Customer does not desire to or cannot begin Storage, Wheeling, or Transportation Service within thirty (30) days after the date the request is made pursuant to Section 6.2.1 of these General Terms and Conditions of this Tariff, or such other period as the parties may agree to in writing, then Seller may deem such request null and void.

6.2.7 Customer's Performance. If a Customer that has executed an Agreement for service under Rate Schedules ISS, PAL, IWS, MARC I ITS or ITS-2 fails, on the later of the date service is to

commence or fifteen (15) days after the Customer executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 6.4.1 of these General Terms and Conditions, a quantity of Gas for Storage, Wheeling, or Transportation Service, or fails, having nominated a quantity of Gas and Seller having scheduled the quantity for Storage, Wheeling, or Transportation Service, pursuant to Section 6.4.3 of these General Terms and Conditions, to Tender such Gas for Storage, Wheeling, or Transportation Service on the date it is scheduled, the Seller may terminate Customer's Agreement and the Customer's request for service shall be deemed null and void; provided, however, that the Customer's Agreement shall not be terminated nor shall the Customer's request for service be deemed null and void if the Customer's failure to nominate or Tender is caused by an event of force majeure on Seller's system, as defined in Section 6.9 of these General Terms and Conditions.

6.2.8 Complaints: In the event that a Customer or potential Customer has a complaint relative to service under this FERC Gas Tariff, the Customer shall:

- (a) Provide a description of the complaint, verbally or in writing, including the identification of the storage, wheeling, or transportation request (if applicable), and communicate it to:

Stagecoach Pipeline & Storage Company LLC  
Attn: General Counsel  
811 Main Street, Suite 3400  
Houston, TX 77002  
Phone: 832-519-2200

- (b) Within forty-eight (48) hours, or two Business Days, whichever is later from the day of receipt of a complaint, Seller will respond initially to the complaint and Seller shall respond in writing within thirty (30) days advising Customer or potential Customer of the disposition of the complaint.

6.2.9 Information: Any person may request information on the pricing or other terms of service and/or capacity availability using the contact information posted on Seller's Internet website specified in Section 6.2.11.

6.2.10 Relationship with Marketing Affiliates:

- (a) No operating employees are common to Seller and any of its marketing affiliates. Seller and its marketing affiliates have certain common officers and directors who serve on the Boards of Directors of Seller and its marketing affiliates.

(b) Operating personnel of Seller and operating personnel of Seller's marketing affiliates do not share any facilities except telephone and computer hardware.

6.2.11 Internet Website. Information regarding services rendered and capacity available under this Tariff may be obtained from Seller's Internet website which can be accessed at StagecoachStorage.com or such other site as Seller may notify Customer from time to time.

6.3 GENERAL TERMS AND CONDITIONS - STORAGE / WHEELING / TRANSPORTATION  
SERVICE

6.3 STORAGE / WHEELING / TRANSPORTATION SERVICE

6.3.1 Treatment of Gas. Seller may subject or permit the subjection of Gas stored, wheeled, or transported hereunder to compression, cooling, cleaning, or other processes to such extent as may be required in Seller's sole opinion.

6.4 GENERAL TERMS AND CONDITIONS -  
NOMINATIONS, SCHEDULING AND ALLOCATION

6.4 NOMINATIONS, SCHEDULING AND ALLOCATION

6.4.1 Nominations

- (a) Seller will accept nominations for Storage, Wheeling, or Transportation Service as provided herein. A valid nomination is a data set which contains, at a minimum, the mandatory data elements included in the NAESB Standards related to nominations, and any additional Seller-required data elements. All Standard and Intra-Day Nominations for service shall be made via Electronic Delivery Mechanism ("EDM") meeting the requirements of the Commission. Seller will accept nominations via mail, fax, courier service or personal delivery. Seller will support the receipt of nominations, via the methods listed above, and EDM in a manner designed to enable Customers to submit nominations seven days a week, twenty-four hours a day.

Each nomination shall indicate whether it is being submitted as a Standard or Intra-Day Nomination. The standard quantity for nominations, confirmations and scheduling is Dekatherms per Gas Day in the United States, Gigajoules per Gas Day in Canada and Gigacalories per Gas Day in Mexico. (For reference 1 Dekatherm = 1,000,000 Btus; 1 Gigajoules = 1,000,000,000 joules, and 1 gigacalorie = 1,000,000,000 calories). For commercial purposes, the standard conversion factor between Dekatherms and Gigajoules is 1.055056 Gigajoules per Dekatherm and between Dekatherms and Gigacalories is 0.251996 Gigacalories per Dekatherm. The standard Btu is the International Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

Customer may use an agent to provide all or a portion of its nomination data, provided that Seller is so advised in advance in writing. A Customer that uses an agent for such nomination purposes shall hold Seller harmless for all actions or inactions of its agent.

- (b) Timely Nominations. A "Timely Nomination" is a nomination for Storage, Wheeling, or Transportation Service for any Gas Day. The Timely Nomination shall include a begin date and end date, which must be within the term of the Customer's service agreement. Each Gas Day within a date range nomination is considered an original nomination. Subsequent nomination for one or more Gas Days within the range supersede only the Gas Days specified. The Gas Days outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Seller shall process all new or revised nominations that

are submitted by 11:30 a.m. Central Clock Time and received by 11:45 a.m. Central Clock Time on the Day before the applicable Service Day. Customer may nominate zero (0) for a daily quantity, but in the event Customer nominates a daily quantity in excess of zero (0), such daily quantity shall not be less than five-hundred (500) dth. Customer shall also inform Seller in advance of each Month of the desired order of priority of injections, withdrawals or Wheeling Services under each Agreement and Seller may rely thereon (or in the absence of such information, upon Seller's judgment) if allocation under such Agreement is required.

(c) Timely Nomination Cycle. The timetable for Timely Nominations shall be as follows (Central Clock Time on the Day prior to gas flow):

- 1:00 p.m. Nominations leave control of the Customer;
- 1:15 p.m. Nominations are received by Seller (including from Title Transfer Tracking Service Providers ("TTTSPs"));
- 1:30 p.m. Seller sends the Quick Response to the Customer;
- 4:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 5:00 p.m. Customer and Point Operator receive scheduled quantities from Seller.

Scheduled quantities resulting from Timely Nominations should be effective at the start of the next Gas Day.

In addition, at the end of each Gas Day, Seller shall provide the final scheduled quantities for the just completed Gas Day. Seller, pursuant to NAESB Standards 1.7.x, will send an end of Gas Day Scheduled Quantity document. Receivers of the end of Gas Day Scheduled Quantity document can waive the Seller's sending of the Scheduled Quantity document. Seller, as receiver of nominations, initiates the confirmation process. The party receiving a request for confirmation or an unsolicited confirmation response may waive the obligation of the Seller to send. The sending party will adhere to nomination, confirmation and scheduling deadlines. The party receiving the communication shall have the right to waive any deadline, on a non-discriminatory basis.

(d) Other Nominations. Seller may, at its option, accept nominations which are not timely as described above. In that event, Seller shall not be required to comply with the Timely Nomination timeline set out above.

6.4.2 Intra-Day Nominations

- (a) An "Intra-Day Nomination" is a nomination submitted after the Timely Nomination deadline whose effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. An Intra-Day Nomination shall be effective for one (1) Gas Day only. Intra-Day Nominations may be used to nominate new injections, withdrawals, Wheeling, or Transportation Service. The nomination process set forth in Section 6.4.1(a) shall apply to the Intra-Day nominations. An Intra-Day quantity shall be a revised daily quantity.

Timetables for Intra-Day Nominations shall be as follows:

(1) The Evening Nomination Cycle

On the day prior to gas flow:

- 6:00 p.m. Nominations leave control of the Customer;
- 6:15 p.m. Nominations are received by Seller (including from TTTSPs);
- 6:30 p.m. Seller sends the Quick Response to the Customer;
- 8:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 9:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Evening Nominations should be effective at the start of the next Gas Day.

(2) The Intraday 1 Nomination Cycle

On the current Gas Day:

- 10:00 a.m. Nominations leave control of the Customer;
- 10:15 a.m. Nominations are received by Seller (including from TTTSPs);
- 10:30 a.m. Seller sends the Quick Response to the Customer;
- 12:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 1:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including

bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 1 Nominations should be effective at 2:00 p.m. on the current Gas Day.

(3) The Intraday 2 Nomination Cycle

On the current Gas Day:

- 2:30 p.m. Nominations leave control of the Customer;
- 2:45 p.m. Nominations are received by Seller (including from TTTSPs);
- 3:00 p.m. Seller sends the Quick Response to the Customer;
- 5:00 p.m. Seller receives completed confirmations from Confirming Parties;
- 5:30 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator, including bumped parties (notice to bumped parties).

Scheduled quantities resulting from Intraday 2 Nominations should be effective at 6:00 p.m. on the current Gas Day.

(4) The Intraday 3 Nomination Cycle

On the current Gas Day:

- 7:00 p.m. Nominations leave control of the Customer;
- 7:15 p.m. Nominations are received by Seller (including from TTTSPs);
- 7:30 p.m. Seller sends the Quick Response to the Customer;
- 9:30 p.m. Seller receives completed confirmations from Confirming Parties;
- 10:00 p.m. Seller provides scheduled quantities to the affected Customer and Point Operator.

Scheduled quantities resulting from Intraday 3 Nominations should be effective at 10:00 p.m. on the current Gas Day. Bumping is not allowed during the Intraday 3 Nomination Cycle.

For purposes of (1), (2), (3), and (4) above, the word "provides" shall mean, for transmittals pursuant to NAESB

WGQ Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

An Intra-Day Nomination is subject to Operator's confirmations and Seller's operating conditions. If Operator confirmation is not received, the Intra-Day Nomination will not be accepted. Seller will not accept a reduced Intra-Day Nomination for any quantity deemed already delivered based on an average hourly flow.

- (b) For purposes of providing notice of any nomination changes to a Customer and/or Customer's agent, Seller shall contact either party by telephone or other instant communication device. With respect to changes initiated by Seller, if a Customer so elects, such Customer may provide a telephone number and Seller will contact Customer at such phone number to alert Customer that a change has been made; provided that where an interruptible Customer's nomination is bumped by a firm Customer's Intra-Day Nomination, Seller shall provide notice of such bump to the interruptible Customer in the same manner that Seller uses to notify Customers of OFOs.

#### 6.4.3 Scheduling and Allocation of Storage, Wheeling and Transportation Services

For each Gas Day, Seller will schedule receipts, injections, withdrawals, deliveries, storage, parking, loaning, wheeling and transportation of Gas, on the basis of: Storage, Wheeling, and Transportation Service nominations made by Customers (which Seller is hereby authorized to rely upon in its scheduling); storage, wheeling, and transportation capacity available on Seller's system; and overall operating conditions from time to time. If, on any Gas Day, Seller determines that the capacity of any portion of its system is insufficient to serve all storage, wheeling, and transportation nominations submitted for such Gas Day, capacity shall be allocated to provide service in the following order:

- (a) Firm Storage Service, Firm Wheeling Service, and Firm Transportation Service shall have first priority in scheduling. In scheduling firm service nominations on any Gas Day when capacity on Seller's system is constrained such that Seller cannot accommodate all firm service nominations, Seller shall allocate service on a pro rata basis to those firm Customers nominating services on such Gas Day as follows:
  - (1) In scheduling firm storage nominations on any Gas Day when storage injection or withdrawal capacity is constrained, Seller shall allocate service on a pro rata basis to those firm Storage Service Customers nominating service on such Gas Day based upon each

Customer's contracted Maximum Daily Injection or Withdrawal Quantities, as applicable, compared to the contracted Maximum Daily Injection or Withdrawal Quantities of all other Customers nominating service on such Gas Day.

- (2) Subject to Section 6.4.3(a)(3), in scheduling nominated quantities for firm Storage, Transportation and Wheeling Services hereunder on any Gas Day when capacity on the North/South Laterals and/or MARC I Facilities is constrained, Seller shall allocate service on a pro rata basis to those Customers nominating service on such Gas Day under firm Storage, Transportation and Wheeling Service Rate Schedules based upon such Customer's respective contracted maximum daily contractual quantities (injection, withdrawal, transportation or wheeling, as applicable) compared to the applicable maximum daily contractual quantities of all other Customers nominating firm service under such Rate Schedules on such Gas Day. When capacity is constrained on only a portion of Seller's system, capacity will be prorated based on the maximum daily contractual quantities of the Customers nominating firm service on the affected portion of Seller's system on such Gas Day.
- (3) Subject to the segmentation provisions of this FERC Gas Tariff, nominated firm service quantities shall be scheduled in the following order, subject to available capacity:
  - (i) from a primary Point of Receipt to a primary Point of Delivery;
  - (ii) for services using a secondary Point of Receipt and/or a secondary Point of Delivery, for a constraint within the Primary Path, if the nominated path is in the same flow direction as the Primary Path, and the nominated path overlaps the Primary Path at the point of constraint; and
  - (iii) for all other services using a secondary Point of Receipt and/or a secondary Point of Delivery.
- (b) Term Rate PAL on the basis of the economic value to Seller. The transaction having the highest economic value to Seller shall be scheduled first. Customer transactions with equal economic value to Seller shall be scheduled pro rata.
- (c) Daily Rate PAL and all other interruptible services shall be scheduled only after all firm and Term Rate PAL services have been scheduled. Scheduling priorities on Seller's

system for interruptible Storage, Transportation and Wheeling Services and nominations for Overrun Quantities, Excess Injection Gas, Excess Withdrawal Gas and Excess Wheeling Gas (including nominations for overrun and excess services under firm service and PAL Rate Schedules), shall be based on the economic value to Seller. The transaction having the highest economic value to Seller shall be scheduled first. Customer transactions with equal economic value to Seller shall be scheduled pro rata.

- (d) For constraints that develop after scheduling such that Seller is unable to accommodate all of the scheduled nominations, Seller shall interrupt services using the reverse order of the scheduling priorities stated above; provided that once scheduled, firm services utilizing secondary points will be afforded the same priority as firm services utilizing only primary points.

6.4.4 Delivery of Gas.

- (a) Storage. Seller, subject to the other provisions hereof, shall make daily delivery of Equivalent Quantities of Gas at the Point(s) of Delivery in accordance with Seller's scheduled deliveries.
- (b) Wheeling and Transportation. Seller subject to the other provisions hereof, shall make daily redelivery of Equivalent Quantities of Gas at the Point(s) of Delivery in accordance with Customer's scheduled deliveries to Seller at the Point(s) of Receipt.

6.4.5 Hourly Variation. Injections and withdrawals, receipts at the Point(s) of Receipt and deliveries at the Point(s) of Delivery shall be made at uniform hourly rates (1/24 of the daily quantity). As determined by Seller in its sole and reasonable judgment, flow rates above 1/24 of the daily quantity may be permitted.

6.4.6 Limitation on Obligation. Should the quantities of Gas received from Customer(s) by Seller -

- (a) at the Point(s) of Receipt exceed the Customer's Maximum Daily Injection Quantity plus the Seller's Injection Use, or
- (b) at the Point(s) of Receipt exceed -
  - (i) the Customer's Maximum Daily Interruptible or Firm Wheeling Quantity plus Seller's Wheeling Use, or
  - (ii) The Customer's Maximum Daily Interruptible or Firm Transportation Quantity plus Seller's Transportation Use.

Seller shall notify Customer(s) of such fact within a reasonable time after such becomes known, and Customer(s) shall seek to reduce deliveries to Seller forthwith. In the event any such excess delivery would jeopardize the safety of Seller's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgment and discretion of Seller, Seller shall have the right to refuse to accept, without any liability to Customer, or any other person, all or such part of said excess delivery as Seller deems necessary, and shall notify Customer accordingly.

- 6.4.7 Reduction in Maximum Storage Quantity. In the event that Customer nominates or utilizes less than 50% of its Maximum Storage Quantity under Rate Schedule ISS for a period of one (1) year, Seller may reduce Customer's Maximum Storage Quantity to 125% of the average utilization during such year, which new Maximum Storage Quantity, as applicable, shall be effective on the first Gas Day of the Month following the Month in which Seller gives Customer notice of such reduction.

6.5 GENERAL TERMS AND CONDITIONS - PRESSURE

6.5 PRESSURE

- 6.5.1 Pressure. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Customer shall cause the Gas to be delivered at the Point(s) of Receipt at a pressure sufficient to allow the Gas to enter Seller's system at the varying pressures that may exist in such system from time to time; provided, however, that such pressure of the Gas delivered or caused to be delivered by Customer shall not exceed the Maximum Allowable Operating Pressure ("MAOP") which Seller specifies for a Point of Receipt. In the event the MAOP of Seller's system, at a Point of Receipt hereunder, is from time to time increased or decreased, then the MAOP of the Gas delivered or caused to be delivered by Customer to Seller at the Point of Receipt shall be correspondingly increased or decreased upon notification by Seller to Customer. Unless otherwise agreed to by the parties as set forth in the Service Agreement, Seller shall Tender the Gas to or for the account of Customer at the Point(s) of Delivery hereunder, at Seller's prevailing line pressure as such may vary from time to time.
- 6.5.2 Seller may agree on a nondiscriminatory basis to minimum and maximum pressure provisions. Any such requirement shall be set forth in the Customer's service agreement and shall not constitute a non-conforming term in the service agreement.

6.6 GENERAL TERMS AND CONDITIONS -  
MEASUREMENT AND MEASUREMENT EQUIPMENT

6.6 MEASUREMENT AND MEASUREMENT EQUIPMENT

- 6.6.1 (a) The volume of Gas delivered to Seller hereunder or redelivered to or for the account of Customer hereunder shall be measured by:
- (1) An orifice meter, designed, installed maintained and operated as recommended in the latest issue of American National Standard ANSI/API 2530 (American Gas Association Gas Measurement Report No. 3), entitled "Orifice Metering of Natural Gas and Other Related Hydrocarbon Fluids", as such publication may be revised from time to time ("AGA Report No. 3"); or
  - (2) A turbine meter, designed, installed, maintained and operated as recommended in the latest issue of American Gas Association Transmission Measurement Committee Report No. 7, entitled "Measurement of Fuel Gas by Turbine Meters," as such publication may be revised from time to time ("AGA Report No. 7");
  - (3) A positive displacement meter, installed and operated in accordance with generally accepted industry practices; or
  - (4) A multipath electronic flow meter designed, installed, maintained and operated in accordance with American Gas Association Transmission Measurement Committee Report No. 9 entitled "Measurement of Gas by Multipath Ultrasonic Meters," as such publication may be revised from time to time ("AGA Report No. 9").
- (b) Auxiliary measuring equipment shall be installed, maintained and operated in accordance with generally accepted industry practices.
- 6.6.2 (a) The volume of Gas delivered to Seller or redelivered to or for the account of Customer shall be calculated by means of either an electronic flow computer, or by the processing of meter charts, in either case in the following manner:
- (1) When the measuring equipment is an orifice meter, the flow of Gas through the meter shall be computed in the manner recommended in AGA Report No. 3, properly using all factors set forth therein.
  - (2) When the measuring equipment is a turbine meter, the volume of Gas delivered through the meter shall be computed in the manner recommended in AGA Report No. 7, properly using all factors set forth therein.

- (3) When the measuring equipment is a positive displacement meter, the volume of Gas delivered through the meter shall be computed by properly applying, to the volume delivered at flowing gas pressures and temperatures, correction factors for (i) absolute static pressure, (ii) flowing Gas temperature, and (iii) compressibility ratio.
  - (4) A multi-path electronic flow meter designed, installed, maintained and operated in accordance with AGA Report No. 9.
- (b) The volume of Gas injected or withdrawn hereunder, or received and redelivered hereunder shall be computed using the standards and factors determined as follows:
- (1) The unit of volume for the purpose of measurement shall be one thousand cubic feet of Gas at a pressure of 14.73 pounds per square inch absolute, a temperature of sixty degrees (60°) Fahrenheit, and dry. For volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. For volumes reported in gigacalories, the standard conditions are 1.035646 Kg/cm<sup>2</sup>, 15.6 degrees C, and dry. The Dekatherm equivalent of such unit of volume shall be determined by multiplying each such unit of volume by the total heating value per cubic foot of the Gas delivered hereunder (adjusted to a common temperature and pressure base) and by dividing the result by one thousand (1,000).
  - (2) The average absolute atmospheric (barometric) pressure at the Point of Injection/Withdrawal or the Points of Receipt and Delivery shall be assumed to be equal to 14.4 pounds per square inch.
  - (3) The flowing temperature of the Gas shall be determined by means of an instrument of standard manufacture accepted in the industry for this purpose.
  - (4) The supercompressibility factor used in computing the volume of Gas delivered through an orifice meter shall be determined in a manner which yields results consistent with the results produced by the procedures presented in the American Gas Association Transmission Measurement Committee Report No. 8 entitled "Compressibility and Supercompressibility for Natural Gas and Other Hydrocarbon Gases."
  - (5) The specific gravity of the Gas used in computing the volume of Gas delivered through a meter shall be determined by one of the following methods:

- (i) At intervals of not more than six (6) Months, by means of an instrument of standard manufacture accepted in the industry for this purpose using a sample of Gas from the Gas stream at the Point of Injection/Withdrawal or the Points of Receipt and Delivery.
  - (ii) By means of an instrument of standard manufacture accepted in the industry for this purpose installed at a point to measure the specific gravity of the Gas stream from which Gas is being delivered at the Point of Injection/Withdrawal.
- (6) The compressibility ratio factor "s" used in computing the volume of Gas delivered through a turbine meter or a positive displacement meter shall be determined by the equation  $s = (Fpv)^2$ , in which "Fpv" is the supercompressibility factor determined as described in subparagraph (4) of this subsection (b).
- (7) In determining the flowing temperature factor, supercompressibility factor, and compressibility ratio factor "s" for use in computing the volume of Gas delivered through a meter, the flowing gas temperature for only the period(s) of time that Gas was flowing through the meter shall be used.

6.6.3 All flow, measuring, testing and related equipment shall be of standard manufacture and type approved by Seller. If applicable, Seller or Customer may install check measuring equipment, provided that such equipment shall be so installed as not to interfere with the operations of the Operator. Seller, or Customer, in the presence of the other party, shall have access to measuring equipment at all reasonable times, but the reading, calibrating, and adjusting thereof and the changing of charts, if any, shall be done by the Operator. Seller or Customer shall have the right to be present at the time of the installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done by the Operator of the measuring equipment. The records from such measuring equipment shall remain the property of the Operator, but upon request, the other party may request records, including charts, if any, together with calculations therefrom for inspection, subject to return within thirty (30) days after receipt thereof. Reasonable care shall be exercised in the installation, maintenance and operation of the measuring equipment so as to avoid any inaccuracy in the determination of the volume of Gas injected and withdrawn or received and redelivered. The accuracy of all measuring equipment shall be verified by Operator at reasonable intervals, and if requested, in the presence of representatives of the other party, but neither Seller nor Customer shall be required to verify the accuracy of

such equipment more frequently than once in any thirty (30) day period.

If either party at any time desires a special test of any measuring equipment, it will promptly notify the other party and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment. Transportation and related expenses involved in the testing of meters shall be borne by the party incurring such expenses.

The Operator, for purposes of this section, shall be the owner of the equipment referenced herein, or the agent of such owner, or such other person as the parties may agree in writing. If, upon any test, Operator's measuring equipment is found to be in error, such errors shall be taken into account in a practical manner in computing the deliveries. If the resultant aggregate error in the computed receipts or deliveries is not more than 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, then previous receipts or deliveries shall be considered accurate. All equipment shall, in any case, be adjusted at the time of test to record correctly. If, however, the resultant aggregate error in computing receipts or deliveries exceeds 0.5% for chromatograph or calorimeter and two percent (2%) for other measuring equipment, at a recording corresponding to the average hourly rate, of Gas flow rate for the period since the last preceding test, the previous recordings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test.

6.6.4 In the event any measuring equipment is out of service, or is found registering inaccurately and the error is not determinable by test, previous recordings of injections or withdrawals or receipts and deliveries through such equipment shall be determined as follows; provided, however, that the correction period shall not exceed one (1) year:

- (a) by using the registration of any check meter or meters if installed and accurately registering, or in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, special test or mathematical calculation, or in the absence of both (a) and (b) then;
- (c) by estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the meter was registering accurately.

6.6.5 If a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas

measurement, such new method or technique may be substituted upon mutual agreement thereto by both parties.

- 6.6.6 The parties agree to preserve for a period of at least three (3) years or such longer period as may be required by public authority, all test data, charts, if any, and other similar records.
- 6.6.7 In accordance with the provisions of Sections 6.6.3 and 6.6.4 of the General Terms and Conditions, Seller will use the best information available to close its allocation of quantities for a service Month. The cutoff for the closing of measurement is five (5) Business Days after the business Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.6.7. If the PPA are due to the correction of measurement data or reallocation of volumes, such adjustments should be processed within six (6) Months of the applicable service Month. If the affected party disputes the as-adjusted quantity it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above specified deadlines for processing/rebutting PPA, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake or fact. Parties' other statutory or contractual rights shall not be diminished by this standard.

6.7 GENERAL TERMS AND CONDITIONS - QUALITY

6.7 QUALITY

6.7.1 Heat Content. Heat content shall mean the gross heating value per cubic foot of Gas received or delivered hereunder. Such Gas shall have a heat content not less than 967 Btu per cubic foot nor more than 1100 Btu when determined on a dry basis. Seller shall have the right to waive such Btu content limits if, in Seller's sole opinion, Seller is able to accept Gas with a Btu content outside such limits without affecting Seller's operations. The total heating value per cubic foot of Gas shall be determined by one of the following methods:

- (a) by means of an instrument of standard manufacture installed to measure the heating value of the Gas.
- (b) at intervals of not more than six (6) Months by means of an instrument of standard manufacture and a sample of Gas from the Gas stream.
- (c) other method mutually agreed upon by both parties.

For the purpose of calculating injections and withdrawals, or receipts and deliveries, the heat content of the Gas so determined at each such point shall be deemed to remain constant at such point until the next determination. The unit of quantity for the purpose of determining total heating value shall be one (1) cubic foot of anhydrous Gas at a temperature of sixty degrees (60) Fahrenheit and an absolute pressure of 14.73 psia, dry.

6.7.2 Freedom from Objectionable Matter. The Gas tendered for injection and withdrawal, or receipt hereunder:

- (a) shall be commercially free, at prevailing pressure and temperature in Seller's equipment and facilities, from objectionable odors, dust or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment and facilities of Seller;
- (b) shall not contain more than one quarter (.25) grain of hydrogen sulfide per one hundred (100) cubic feet of Gas, as determined by methods prescribed in Standards of Gas Service, Circular of the National Bureau of Standards, No. 405, page 134 (1934 edition), and shall be considered free from hydrogen sulfide (H<sub>2</sub>S) if a strip of white filter paper, moistened with a solution containing five percent (5%) by weight of lead acetate, is not distinctly darker than a second paper freshly moistened with the same solution, after the first paper has been exposed to the Gas for one and one-half (1-1/2) minutes in an apparatus of

approved form, through which the Gas is flowing at the rate of approximately five (5) cubic feet per hour, the Gas from the jet not impinging directly upon the test paper; or the H<sub>2</sub>S content may be determined by an instrument of approved type and by approved methods agreeable to the parties;

- (c) shall not contain more than twenty (20) grains of total sulfur (including the sulfur in any hydrogen sulfide and mercaptans) per one hundred (100) cubic feet of Gas;
- (d) shall not at any time have an oxygen content in excess of two-tenths of one percent (0.20%) by volume and the parties hereto shall make every reasonable effort to keep the Gas free of oxygen;
- (e) shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three (3%) by volume;
- (f) shall have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;
- (g) shall have been dehydrated for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon;
- (h) shall not contain any polychlorinated biphenyls; and
- (i) for gas received at any Intermediate Point, shall not have a cricondenthem hydrocarbon dew point ("HDP"), determined in accordance with approved methods in use in the natural gas industry using apparatus approved by Seller, greater than 15°F at the operating pressures prevailing in Seller's system. The term "Intermediate Point" means any North Lateral Intermediate Point and any South Lateral Intermediate Point as such terms are defined in the FSS, ISS and FWS Rate Schedules, and any "MARC I Intermediate Point" as such term is defined in the MARC I FTS and MARC I ITS Rate Schedules.

6.7.3 Failure to Meet Specifications. Should any Gas Tendered for injection or withdrawal, or receipt hereunder fail at any time to conform to any of the specifications of this Article, the affected party shall notify the other party of any such failure and the affected party may at its option suspend all or a portion of the receipt of any such Gas, and shall be relieved of obligations hereunder for the duration of such time as the Gas does not meet such specifications.

- 6.7.4 Seller, at any time and from time to time, shall have the right, by written notice to Customer, to arrange for any necessary processing of Customer's quality deficient Gas tendered to Seller to ensure such Gas meets the minimum quality specifications set forth in Section 6.7. Seller shall bill the applicable Customer and such Customer shall pay Seller for all costs (including shrinkage) incurred by Seller and applicable carrying charges. Seller shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed Gas.
- 6.7.5 Commingling. It is recognized that Gas delivered to Seller by Customer will be commingled with other Gas stored, transported or wheeled hereunder by Seller. Accordingly, the Gas of Customer shall be subject to such changes in heat content as may result from such commingling and Seller shall, notwithstanding any other provision herein, be under no obligation to withdraw or redeliver for Customer's account, Gas of a heat content or other composition identical to that caused to be delivered by Customer to Seller.
- 6.7.6 Waiver. Seller may waive noncompliance with the quality specifications set forth in Section 6.7 if Seller determines that noncompliance with the quality specifications set forth in Section 6.7 will not damage Seller's facilities or adversely affect Seller's ability to provide any service to any Customer under this Tariff. Any such waiver shall be accorded on a non-discriminatory basis.

6.8 GENERAL TERMS AND CONDITIONS - BILLING AND PAYMENT

6.8 BILLING AND PAYMENT

6.8.1 Billing. On or before the ninth (9th) Business Day of each Month, Seller shall render (for purposes of this Section 6.8.1, "render" shall mean (a) postmarked or (b) time-stamped and electronically transmitted via EDM to the designated site, whichever is applicable) an invoice to Customer setting forth the amount due for such Month under the applicable Rate Schedule(s). Seller's invoice shall be based on actuals (if available) or best available data. Quantities at points where OBAs exist shall be invoiced based on scheduled quantities. Seller may utilize estimates of the quantity of Gas received for injection, transportation or wheeling from or Tendered to or for account of Customer during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in later invoices for differences between such estimated and actual quantities. Such invoice shall include credits for capacity assignment required by Section 5.X.7 of Rate Schedule FSS, FWS or MARC I FTS, if any.

When information necessary for invoicing purposes is in the control of Customer, Customer shall furnish such information to Seller on or before the third (3rd) day of the Month.

Both Seller and Customer have the right to examine at reasonable times, books, records and charts of the other to the extent necessary to verify the accuracy of any invoice, charge or computation made under or pursuant to any of the provisions hereof.

6.8.2 Payment. Customer shall pay any invoice, on or before the tenth (10th) day after the date of the invoice. Payments by Customer to Seller shall be made in the form of Wire Transfer directed to bank account designated by Seller, unless otherwise agreed to by the parties. Customer shall identify the invoice number specified by Seller to which the payment relates. If Customer submits payment different from the invoiced amount, remittance detail must be provided with payment.

If rendition of an invoice by Seller is delayed after the ninth (9th) Business Day of the Month, then the time of payment shall be extended accordingly unless Customer is responsible for such delay. Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of the invoice shall accrue from the due date until the date of payment at a rate of interest equal to the prime rate charged by Citibank, N.A. during that period to responsible commercial and industrial borrowers, plus two percent (2%), but which in no event shall be higher than the maximum rate permitted by applicable law. If such failure to pay continues, then following thirty (30) days prior written

notice from Seller of its intent to abandon service under the Agreement, Customer shall be deemed to have consented to such abandonment of service, unless within the thirty (30) day period Customer pays to Seller the entire balance due with interest, and Seller, in addition to any other remedy it may have hereunder, may suspend further injection or withdrawal or receipt and redelivery of Gas for Customer and may enter into Agreements to provide service to others using Customer's capacity and deliverability provided, however, that if Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Seller such amounts not in dispute, and provide documentation identifying the basis for the dispute and, at any time thereafter within thirty (30) days of a demand made by Seller, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Seller or other assurance acceptable to Seller, guaranteeing payment to Seller of the amount ultimately found due upon such invoice after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Seller shall not be entitled to suspend further injection or withdrawal, or receipt and redelivery of such Gas or to terminate or abandon service under the Agreement unless and until default be made in the conditions of such bond. The foregoing shall be in addition to any other remedies Seller may have, at law or in equity, with respect to Customer's failure to pay the amount of any invoice.

- 6.8.3 Adjustment of Invoicing Errors. Subject to the provisions of Section 6.6 of these General Terms and Conditions, if it shall be found that at any time or times Customer has been overcharged or undercharged and Customer shall have actually paid the invoice containing such charges, then within thirty (30) days after the final determination thereof, either Seller shall refund the amount of any such overcharge or Customer shall pay the amount of any such undercharge. In the event an error is discovered in the amount invoiced in any invoice rendered by Seller, such error shall be adjusted within thirty (30) days of the determination thereof, provided that claim therefore shall have been made within thirty (30) days from the date of discovery of such error, but in any event within six (6) months from the date of such invoice. The party receiving such request for adjustment shall have three (3) months to rebut such claim otherwise the invoice shall be adjusted as requested. The preceding time limits do not apply to deliberate omission or misrepresentation or mutual mistake of fact or government required rate changes. The parties' statutory or contractual rights shall not otherwise be diminished by this Section. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

6.9 GENERAL TERMS AND CONDITIONS - FORCE MAJEURE

6.9 FORCE MAJEURE

6.9.1 Definition. The term "force majeure" as used herein shall mean, without limitation, acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to tornadoes or tornado warnings), crevasses, floods, washouts; arrests, restraints and necessity for compliance with any court order, law, regulation or ordinance of any authority having jurisdiction either Federal or State, civil or military; and civil disturbances. Relative to Seller's service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery, wells or lines of pipe or casings; testing (as required by governmental authority or as deemed necessary by Seller for the safe operation of the underground storage reservoir and facilities required to perform the service hereunder), the necessity of making repairs or alterations to machinery or lines of pipe; failure of wells, surface equipment or pipe lines, well or line freeze ups; accidents, breakdowns, inability to obtain necessary materials, or supplies or permits, or labor or land rights to perform or comply with any obligation or condition of an Agreement; failure of Seller's provider to supply electricity for any reason; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in Seller's control. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Seller's discretion and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of Seller.

6.9.2 Force Majeure. If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under an Agreement, it is agreed that on such party giving notice in full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch. Seller shall not be liable in damages to Customer other than for acts of gross negligence or willful misconduct and then only where force majeure does not apply.

- 6.9.3 Limitations. Such force majeure affecting the performance hereunder by either Seller or Customer, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer, in whole or in part, from its obligations to pay the monthly charges provided for in Section 6.8 of these General Terms and Conditions.

6.10 GENERAL TERMS AND CONDITIONS -  
PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS

6.10 PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS

6.10.1 FIRM SERVICE

- (a) Priority Of Request For Initial Firm Agreements: After notification, pursuant to Section 6.2.11 hereof, that Seller has available firm capacity which is not subject to contract or is released pursuant to Section 5.X.7 of Rate Schedules FSS, FWS, MARC I FTS, or FTS-2, Seller will accept requests that Seller enter into an Agreement for firm service. Except as provided in Section 6.10.1(b) below, the order of priority among such requests shall be based upon the economic value of the transaction to Seller, with the transaction producing the greatest economic value having the highest priority of request, provided, however, that nothing herein shall require Seller to provide service under Rate Schedule FSS at any rates that do not yield an acceptable return to Seller and provided further, that Seller shall not be required to enter into Service Agreements with terms of more than one year unless Customer has a long-term debt rating of at least Baa3 according to Moody's Investors Service, or BBB- according to Standard & Poor's Corporation, unless the obligations to the Seller are guaranteed by a person with a long-term debt rating equal to or greater than stated above. Economic value shall be determined on the basis of the product of the term of service in years in the request, (using a term not to exceed twenty (20) years) and the Reservation Charges for each year in the life of the Agreement agreed to in the request by the requesting party, discounted to present value by the then-current interest rate determined in accordance with Section 154.501(d) of the Commission's Rules and Regulations. The sum of the present value for each year in the life of the Agreement shall be the economic value of the Agreement. In the event two or more bids with equal economic values are received for combined capacity in excess of the quantity of available firm capacity, the capacity will be allocated on a first come first served basis. If a Customer's bid includes a Revenue Reduction Option, Seller will calculate Customer's prospective revenues assuming that the Customer will fully exercise its proffered Revenue Reduction Option such that Seller's evaluation of Customer's bid shall only consider the minimum incremental revenue provided under the exercise or non-exercise of the option.

- (b) Rollover:

Seller may, on a not unduly discriminatory basis, grant any Customer receiving service under Rate Schedules FSS, FWS, MARC I FTS, or FTS-2 a right to extend the term of the FSS

or FWS Service Agreement, including the rates thereunder, with respect to all or any portion of Customer's MSQ, MDIQ, MDWQ, NLMDQ and SLMDQ, in the case of an FSS Service Agreement, or Customer's MDFWQ, in the case of an FWS Service Agreement, or Customer's MDFTQ in the case of a MARC I FTS or FTS-2 Agreement, for a period of not less than one (1) year, which such rollover period shall begin on the first day immediately following the expiration of the existing Service Agreement.

(c) Right of First Refusal:

Any Customer (i) with an FTS-2 Service Agreement having a term of one (1) year or more subject to the maximum applicable recourse rate set forth in this FERC Gas Tariff or (ii) with an FSS, FWS, or MARC I FTS Service Agreement having a term of one (1) year or more may exercise a right to continue to receive service under that Agreement for all or a portion of the firm capacity under the Agreement at the expiration of the Agreement's term provided that Customer notifies Seller in writing twelve (12) months prior to the expiration of the Agreement of its intent to continue service under the Agreement, and will match the best offer made by others for such capacity or portion thereof by offering a rate and term of Agreement that produces an equivalent or greater economic value (using a term not to exceed five (5) years) for such capacity as defined in Section 6.10.1(a), above, provided that Seller shall not be obligated to enter into an extension of any Agreement or continue service at any rate (other than the recourse rate for service under Rate Schedule FWS, MARC I FTS or FTS-2) that does not yield an acceptable return to Seller, nor shall Seller be obligated to enter into an extension of any Agreement or continue service to any Customer or Replacement Customer who fails to meet the Creditworthiness requirements set forth in Section 6.11.5 of these General Terms and Conditions. Seller and Customer under a discounted rate or negotiated rate FTS-2 Service Agreement may agree to include a right of first refusal in Customer's Service Agreement.

After Customer has notified Seller of its intent to continue service, the capacity available under Customer's Agreement will be posted on Seller's Internet website for bid. Seller will accept bids for this capacity from the time of posting up to and including a date designated by Seller that is no more than ninety (90) days and no less than forty five (45) days prior to the date the existing Agreement is scheduled to expire. Within five (5) Business Days of the date bidding ends, Seller will notify Customer of the bid received having the greatest economic value, as defined by Section 6.10.1(a) above. Customer will have ten (10) Business Days to notify Seller whether it will match the rate and term offered in the best bid received and

accepted by Seller (term will be limited to five (5) years), and if so will execute a new service Agreement matching the offer prior to the termination of the existing Agreement. If no bids are received, Customer may continue to receive service under a new Agreement at a rate agreed to by Customer and Seller.

(d) Negotiation of Term Extensions

Prior to the expiration of the term of one or more firm service Agreements, Seller and Customer may mutually agree to renegotiate the terms of such Agreement(s) in exchange for Customer's agreement to extend the use of at least part of its existing service under one or more restructured Agreements. Such restructured Agreement(s) shall be negotiated on a case-by case basis in a not unduly discriminatory manner. If an Agreement has a right of first refusal, the agreement to extend must be reached prior to Seller's posting the capacity for bidding pursuant to Section 6.10.1(c) of these General Terms and Conditions. To the extent that Seller and Customer have mutually agreed to such an arrangement, the requirements of Sections 6.10.1(a), 6.10.1(c) and 6.2 of these General Terms and Conditions shall not apply.

6.10.2 Communications

In offering service from time to time pursuant to this Section 6.10, to a Customer under an Agreement, Seller may deem any offer made by telephone or other instant communication method to have been rejected if acceptance thereof is not communicated to Seller within six (6) normal working hours after such offer, or as otherwise agreed to by the parties.

NOTE: Tariff provisions regarding priorities of service have been relocated to Section 6.4.3 of these General Terms and Conditions.

6.11 GENERAL TERMS AND CONDITIONS - MISCELLANEOUS

6.11 MISCELLANEOUS

6.11.1 Responsibility for Gas. Upon receipt of Gas, Seller shall be in exclusive control and possession of such Gas and responsible for any loss thereof, or any and all injury or damage caused thereby, until the Equivalent Quantities of Gas have been delivered for the account of Customer after which Customer shall be in exclusive control and possession of such Gas and responsible for any and all injury or damage caused thereby.

6.11.2 Warranty. Customer or Replacement Customer warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas hereunder good title to such Gas and/or good right to cause the Gas to be delivered to Seller for storage or wheeling. Customer or Replacement Customer warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Seller harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery. Customer may pledge the proceeds from the sale of gas transported by Seller under the FWS Rate Schedule in satisfaction of Customer's financial obligations, provided that Customer shall indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons due to any such pledge.

Seller warrants the Gas it redelivers to Customer at a delivery point hereunder shall be free and clear of all liens, encumbrances or claims, and that Seller will indemnify and save Customer harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas.

6.11.3 Waivers. No waiver by either Seller or Customer of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. Seller shall retain the right to waive, with respect to Customer, any Section of these General Terms and Conditions and Rate Schedules, if Seller does so in a non-discriminatory manner.

6.11.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an

entirety, of Customer or of Seller, as the case may be, shall if eligible be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement(s) between Seller and Customer. Either Seller or Customer may assign any of its rights or obligations under its Agreement(s) to a financially responsible corporation with which it is affiliated at the time of such assignment. Furthermore, Seller may, as security for its indebtedness, assign, mortgage or pledge any of its rights or obligations under its Agreement(s), including its rights to receive payments, to any other entity, and Customer will execute any consent agreement with such entity and provide such certificates and other documents as Seller may reasonably request in connection with any such assignment. Customer also may assign or pledge its Agreement(s) under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may hereafter execute covering substantially all of its properties. Otherwise, except as provided in Section 6.19 of these General Terms and Conditions, neither party shall assign its Agreement(s) or any of its rights thereunder unless it first shall have obtained the consent thereto in writing of the other party, which consent shall not be unreasonably withheld.

6.11.5 Creditworthiness. Seller shall not be required to commence service or, subject to the following provisions, to continue to provide service and may terminate an Agreement with any Customer under Rate Schedule FSS, FWS, MARC I FTS or FTS-2 with a primary term of one year or less and Service Agreements under Rate Schedule ISS, PAL, IWS, MARC I ITS or ITS-2:

- (a) Customer is or has become insolvent;
- (b) Customer has applied for bankruptcy under Chapter 11 of the Bankruptcy Code, or which is subject to similar proceedings under State or Federal law; or
- (c) Customer, when requested by Seller to demonstrate creditworthiness, fails to do so in Seller's reasonable judgment, in light of previous payment experience and changes thereto and the prudent credit analysis of information available; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of fifteen (15) days after written notice by Seller of any such circumstance, and shall continue thereafter to receive service if, within such fifteen (15) day notice period, such Customer:
  - (i) deposits with Seller and maintains, on account, an amount which would be due for three (3) Months service at the full contract quantities set forth in the Service Agreement; or
  - (ii) furnishes good and sufficient security, which may include an acceptable standby letter of credit, or

monthly prepayment agreement or other security as reasonably determined by Seller, of a continuing nature and in an amount equal to such amounts which would be due for service. If such payment on account or payment security is not received within such fifteen (15) day notice period, Seller may, without waiving any rights or remedies it may have, suspend further service for a period of ten (10) days. If such payment on account or a payment security is not received within such ten (10) day suspension period, then Seller shall no longer be obligated to continue to provide service to such Customer.

- (d) Seller shall not be required to commence service, or subject to the following provisions, to continue to provide service and may terminate a Service Agreement with any Customer under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2 having a term of more than one year if Customer, or its guarantor, fails to maintain a long-term debt rating issued by either Moody's Investors Service, or Standard and Poor's Corporation, or Customer's, or its guarantor's, long-term debt rating issued by Moody's Investors Service or Standard and Poor's Corporation falls below a rating of at least Baa3 according to Moody's Investors Service or BBB- according to Standard & Poor's Corporation; provided, however, that any such Customer that is receiving service shall continue to receive service for a period of three (3) months during which Customer shall have the ability to:
  - (i) attain minimum long-term debt ratings as described above; or
  - (ii) secure a guarantee by a person with a minimum long-term debt rating as described above, provided further, if Customer should fail to meet the requirements set forth within the three (3) month period, Seller shall have the right to market the capacity underlying the Service Agreement(s) in question to other customers meeting the requirements as set forth herein.
- (e) Seller may negotiate with Customers mutually acceptable creditworthiness requirements in connection with subscription to firm capacity in support of construction projects to add new facilities or increase existing capacity.
- (f) In addition to any other credit support Seller may require under this Section 6.11.5, a non-creditworthy Customer shall be required to provide credit support in an amount equal to the Market Value of the Gas representing its loan balance under Rate Schedule PAL. "Market Value" of loaned Gas means the Customer's loan balance multiplied by the sum of the NYMEX Henry Hub Swap and the Dominion Basis Swap, as

posted on the [www.nymex.com](http://www.nymex.com) web site, for the period under which the loaned Gas is scheduled to be returned pursuant to the Customer's Hub Services Agreement(s). Seller shall calculate Customer's Market Value of loaned Gas on a daily basis.

- (g) Seller's determination of a Customer's creditworthiness shall be subject to the following procedures:
- (1) If Seller requests additional information to be used for credit evaluation after the initiation of service, Seller, contemporaneous with the request, shall provide its reason(s) for requesting the additional information to Customer and designate to whom the response shall be sent. Seller and Customer may mutually agree to waive the requirements of this standard.
  - (2) Upon receipt of either an initial or follow-up request from Seller for information to be used for creditworthiness evaluation, Customer's authorized representative(s) shall acknowledge receipt of the Seller's request. The Seller and the Customer may mutually agree to waive the requirements of this standard.
  - (3) Customer's authorized representative(s) shall respond to the Seller's request for credit information, as allowed by Seller's tariff, on or before the due date specified in the request. The Customer shall provide all the credit information requested by the Seller or provide the reason(s) why any of the requested information was not provided.
  - (4) Upon receipt from Customer of all credit information provided pursuant to applicable NAESB WGQ standards, Seller shall notify the Customer's authorized representative(s) that it has received such information. Seller and Customer may mutually agree to waive the requirements of this standard.
  - (5) (i) Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to Seller the Internet e-mail addresses of such representatives prior to the initiation of service. Written requests and responses shall be provided via Internet e-mail, unless otherwise agreed to by the parties. The obligation of Seller to provide creditworthiness notifications is waived until

the above requirement has been met. Customer shall manage internal distribution of any creditworthiness notices that are received.

- (ii) Seller shall designate, on its Internet website or in written notices to Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's creditworthiness. Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and Seller shall manage internal distribution of any such confirmations.
- (6) At any time after Customer is determined to be noncreditworthy by Seller, Customer may initiate a creditworthiness re-evaluation by the Seller. As part of Customer's reevaluation request, Customer shall either update or confirm in writing the prior information provided to Seller related to Customer's creditworthiness. Such update shall include any event(s) that Customer believes could lead to a material change in Customer's creditworthiness.
- (7) After Seller's receipt of a Customer's request for re-evaluation, including all required information pursuant to NAESB WGQ Standard 0.3.8 ("Customer's Request"), within five (5) Business Days, Seller shall provide a written response to the Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for Seller's decision, or an explanation supporting a future date by which a re-evaluation determination will be made. In no event shall such re-evaluation determination exceed twenty (20) Business Days from the date of the receipt of the Customer's Request unless specified in Seller's tariff or if the parties mutually agree to some later date.
- (8) In complying with the creditworthiness related notifications pursuant to the applicable NAESB WGQ standards, the Customer(s) and Seller may mutually agree to other forms of communication in lieu of Internet e-mail notification.

6.11.6 Interpretation of Laws. Any Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of New York.

6.11.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder

are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

- 6.11.8 No Third-Party Beneficiary. It is expressly agreed that there is no Third-Party Beneficiary to any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 6.11.9 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 6.11.10 Headings. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 6.11.11 Imbalance Resolution Upon Termination. Customer shall resolve any quantity imbalance (after adjustment for Seller's Injection, Withdrawal, Transportation or Wheeling Use, as applicable) within fifteen (15) days following the termination of Customer's Service Agreement and receipt by Customer of notice of the amount of any imbalance ("Imbalance Resolution Period"). Customer will correct in-kind any undertender imbalance by making arrangements upstream of Seller for delivery to Seller of a sufficient quantity of Gas to correct such undertender imbalance during the Imbalance Resolution Period. Customer will correct in-kind any overtender imbalance by scheduling to receive such overtender imbalance quantities from Seller pursuant to the terms of this Tariff during the Imbalance Resolution Period. The Imbalance Resolution Period shall be extended by one Gas Day for each Gas Day during which Seller fails to accept receipt of or deliver nominated imbalance resolution quantities. If, after the end of the Imbalance Resolution Period, Seller determines that an imbalance continues to exist in Customer's account, Seller shall assess a penalty as set forth below.

Any failure by Customer to comply with the requirements of this Section to resolve any imbalance during the Imbalance Resolution Period shall be deemed to be a violation of an OFO subject to the penalty set forth in Section 6.16.7 of the General Terms and Conditions of this Tariff, provided that no penalties shall be imposed for any imbalance that is subsequently determined to have existed due to reallocation (or redetermination) of receipt and/or delivery quantities by any upstream or downstream entity until after Customer has been afforded a fifteen-day opportunity to resolve any such imbalance following receipt by Customer of notice of such quantity reallocation (or redetermination). Upon payment of such penalty amount, the imbalance shall be removed from Customer's account, and in the case of an overtender imbalance remaining at the end of the Imbalance Resolution Period, such remaining overtender imbalance quantity shall be

forfeited by Customer to Seller free and clear of all liens and encumbrances. Seller may, on a not unduly discriminatory basis, waive any penalties assessed under this Section 6.11.11 or extend the Imbalance Resolution Period.

6.11.12 Meter Allocations. This Section specifies the procedures for allocating any differences between (i) the aggregate of all Customers' scheduled quantities for daily delivery and actual deliveries, and (ii) the aggregate of all Customers' scheduled quantities for daily receipts and actual receipts ("Difference(s)") at points where Gas is received or delivered for the account of multiple Customers. Unless otherwise agreed to between Seller and the confirming party or point operator, physically measured quantities shall be allocated pro rata based on scheduled daily quantities and shall be made using dekatherm units.

Seller will enter into an Operational Balancing Agreement ("OBA") and/or a Predetermined Allocation Agreement ("PDA") with any creditworthy point operator, covering one or more receipt and/or Delivery Points located in the same operational segment of Seller's system, under mutually agreeable terms and conditions, provided that Seller does not provide a balancing service and shall not be required to provide a balancing service under any OBA or PDA entered into under this Section. For purposes of this Section, the North Lateral, the South Lateral, the MARC I Facilities and the Stagecoach Storage Facility Central Compressor Station are separate operational segments of Seller's system.

6.11.13 Scheduling Imbalances. Customer shall limit, to the maximum extent practicable, any difference between the quantity nominated and confirmed for receipt and/or delivery on any Day and the actual quantity received or delivered on such Day, respectively, to not more than  $\pm 5.0\%$  of the nominated and confirmed quantities. On a monthly basis, the difference between the quantities nominated and confirmed for receipt and/or delivery on a cumulative basis during any Month and the actual quantities received or delivered, respectively, on a cumulative basis during such Month shall not exceed the greater of  $\pm 2.0\%$  of the cumulative nominated or confirmed quantities, respectively, during such Month or 1,000 dth. A penalty of \$0.25 per dth may be assessed to Customer on any absolute difference between actual cumulative receipts (less Seller's Injection, Withdrawal, Transportation or Wheeling Use, as applicable) during any Month and actual cumulative deliveries during such Month in excess of the greater of  $\pm 5.0\%$  of actual cumulative deliveries during such Month or 1,000 dth. Seller may, on a not unduly discriminatory basis, waive the tolerance limitations set forth in this section 6.11.13, and any penalties incurred under this Section 6.11.13.

6.11.14 Limitation on Liability. Notwithstanding anything to the contrary in this Tariff other than Section 6.16.7 of the General

Terms and Conditions thereof (pertaining to remedies for violations related to an OFO) and Sections 6.11.11 and 6.11.13 above (pertaining to scheduling and imbalance penalties), neither party shall be liable to the other for any special, punitive, exemplary, incidental, consequential or indirect damages for matters arising out of or in connection with service under this FERC Gas Tariff.

6.12 GENERAL TERMS AND CONDITIONS - FACILITIES

6.12 FACILITIES

Seller shall not be required to own, construct and install any additional facilities to perform the service requested by Customer. In the event Seller agrees to own, construct and install additional facilities to perform the service requested by Customer including, but not limited to, hot tap, processing, measurement, injection/withdrawal wells, gathering system pipe line looping and/or compression facilities, Customer shall reimburse Seller for all Seller's costs, including any income or other gross-up tax costs, associated therewith either on a lump sum or incremental fee basis as agreed to by the parties.

6.13 GENERAL TERMS AND CONDITIONS - INTERNET WEBSITE

6.13 INTERNET WEBSITE

Seller has established an Internet website that will be available through subscription to any existing or potential Customer on Seller's system. Seller's Internet website shall contain information relevant to the availability of capacity on Seller's system. Seller's Internet website will be provided at StagecoachStorage.com. Access is available to any party upon execution of an Internet Website Subscription Form; copies of the Internet Website Subscription Form are available on request by telephoning Latitude Technologies at (972) 747-1983. Seller shall notify Customer of any change to its Internet website procedures. Seller may also charge a fee to users of the Internet website to recover variable costs associated with the Internet website.

Seller shall maintain daily backups of all storage and wheeling transactional files and archive them for a period of three (3) years pursuant to Commission regulations, and shall allow any customer access to such historical information, for a reasonable fee, within a reasonable period of any such request.

6.14 GENERAL TERMS AND CONDITIONS -  
RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

6.14 RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

The transportation of quantities to be stored, transported or wheeled hereunder to and from the Point of Injection/Withdrawal or to and from the Points of Receipt and Delivery is solely the Customer's responsibility.

6.15 GENERAL TERMS AND CONDITIONS -  
TITLE TRANSFERS OF GAS IN STORAGE

6.15 TITLE TRANSFERS OF GAS IN STORAGE

6.15.1 A Customer may sell Working Storage Gas to any other Customer under a Rate Schedule with the same priority, either firm or interruptible, if:

- (a) Both purchaser and seller of the Working Storage Gas provides Stagecoach Pipeline & Storage Company LLC with verification of the transfer in writing; and
- (b) The purchase does not cause either Customer to exceed its Maximum Storage Quantity, as specified in each Customer's Agreement.

6.15.2 Stagecoach Pipeline & Storage Company LLC will recognize the transfer for purposes of computing available Working Storage Gas and applicable Injection and Withdrawal Quantities on a prospective basis within 24 hours after receiving the written verification required by Section 6.15.1(a).

6.16 GENERAL TERMS AND CONDITIONS -  
OPERATIONAL FLOW ORDERS ("OFOs")

6.16 OPERATIONAL FLOW ORDERS ("OFOs")

6.16.1 Action Alerts.

- (a) If Seller determines that due to (i) an ongoing or anticipated weather event, (ii) a known equipment problem, or (iii) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or Seller's ability to render firm service is threatened, and prior to issuance of an Operational Flow Order under Section 6.16.2, Seller may issue an Action Alert as set out herein to forestall the development of a situation that would require the issuance of an OFO.
- (b) Notice. Seller will provide notice of an Action Alert in accord with the procedures set forth in Section 6.16.6. A minimum of 36 hours prior to the time that the Customer is requested to take the action specified in the Action Alert, Seller will issue a notice which informs the Customer of the known or anticipated problem on the system, the action Customer will be requested to take, and the anticipated time at which Customer will be requested to take the described action. The Customer will be expected to take preliminary actions to assist Seller in avoiding a system problem. A minimum of 24 hours prior to the time that the designated action is requested to be implemented, Seller will issue specific action requests. Whenever practicable, Seller will issue the action instructions such that the time of conformance will correspond with the beginning of the Gas Day.
- (c) Requested Actions. Upon issuance of a notice of an Action Alert, Seller may request that a Customer take any of the following actions, or other similar actions, to the extent that such actions would alleviate the situation giving rise to the need for the Action Alert and/or avoid the need for an OFO:
  - (1) increase or decrease receipts and/or deliveries at specified points to nominated and confirmed quantities;
  - (2) begin or increase withdrawals from system storage, or terminate or decrease injections into system storage; and/or;
  - (3) bring the nominations at specified receipt and/or delivery points within designated balancing tolerances.
- (d) Compliance. Compliance with an Action Alert is mandatory. Customer will be required to take the actions specified in

an Action Alert within the time period set forth therein, including seeking waivers of any contractual limits with third parties or modifications of operating conditions on third-party systems necessary to implement the actions specified in the Action Alert, unless Customer is unable to comply because compliance: (i) is not within its physical control or capability; (ii) is prevented by operating conditions on a third-party system which are beyond the Customer's control and Customer's request for modification of which was rejected by the operator of the third-party system; (iii) is precluded by contractual restrictions with persons other than Seller and Customer's request for waiver of such contractual restrictions was rejected by such contractual counterparty; and/or (iv) is prevented due to a force majeure event as defined in Article 9 of the General Terms and Conditions of this Tariff. Customer shall notify Seller immediately if it believes that it is excused from compliance with the Action Alert for any of the above stated reasons, and provide reasonable documentation in support of Customer's claim. No penalties shall be imposed if a Customer fails to comply with an Action Alert where Customer's noncompliance was excused by one of the circumstances enumerated in (i) through (iv) above. If Customer fails to comply with the requirements of an Action Alert within the period specified for such compliance, and Customer's noncompliance was not excused by one of the circumstances described in paragraphs (i) through (iv) of this subsection (d), Seller may assess a penalty equal to the 100% load factor equivalent of the Recourse Rate Demand Charge for FWS Service for each dth by which Customer failed to comply with the Action Alert. Notwithstanding anything to the contrary in this Section 6.16.1(d), if Customer is required to make a nomination pursuant to an Action Alert, unless critical circumstances dictate otherwise, no penalties will be assessed unless Customer is given the opportunity to correct the circumstances giving rise to the Action Alert.

6.16.2 General. Seller, in its discretion, shall have the right to issue OFOs when in its judgment it is necessary to maintain or restore the operational integrity of Seller's storage system. Seller will not be required to issue an OFO to redeliver Gas to any Customer that has not Tendered Equivalent Quantities of Gas to Seller's system.

6.16.3 Forms of OFOs. An OFO may:

- (a) direct any firm Storage Service Customer to increase/decrease quantities injected or withdrawn or increase/decrease pressures at Point(s) of Receipt or Delivery, in accordance with Section 6.16.5(a), below; or

- (b) direct any firm Transportation or Wheeling Service Customer to increase or decrease quantities delivered to Seller at Points of Receipt or to increase or decrease quantities received from Seller at Points of Delivery in accordance with Section 6.16.5(b), below; or
- (c) implement verbal arrangements with Transporters; or
- (d) enable Seller to take or require any other actions as may be deemed necessary by Seller in its judgment in order to maintain the operational integrity of Seller's system.

6.16.4 OFO Operations Conditions. OFOs may be issued in any of the following circumstances:

- (a) to alleviate conditions that threaten the operational integrity of Seller's system; or
- (b) to maintain minimum necessary pressures for storage, transportation and/or wheeling service operations.

The OFO will remain in effect until the operational condition requiring its issuance has been remedied.

An OFO related to storage operations will be limited to Storage Service Customers. An OFO related to the capacity utilized to provide transportation or wheeling service will be limited to Transportation or Wheeling Service Customers, as applicable, on the affected portion of Seller's system.

6.16.5 Condition to Firm Service Agreements.

- (a) Seller may issue an effective OFO to any Customer under a firm Storage Service Rate Schedule to (1) increase/decrease quantities Tendered to Seller for storage at Point(s) of Receipt, up to Customer's Maximum Daily Injection Quantity; (2) increase/decrease quantities requested to be withdrawn from storage at Point(s) of Delivery, up to Customer's Maximum Daily Withdrawal Quantity. Customer will be required to comply with such OFO following twenty-four (24) hours prior notice.
- (b) Seller may issue an effective OFO to any Customer under a firm Transportation or Wheeling Service Rate Schedule to:
  - (1) increase/decrease quantities Tendered to Seller for transportation or wheeling at the Point of Receipt up to customer's Maximum Daily Firm Transportation Quantity or Maximum Daily Firm Wheeling Quantity, as applicable; or
  - (2) increase/decrease quantities requested to be delivered to or for the account of Customer at the Point of Delivery, up to Customer's Maximum Daily

Firm Transportation Quantity or Maximum Daily Firm Wheeling Quantity, as applicable, to eliminate any imbalance of Customer on the system. Customer will be required to comply with such OFO following twenty-four (24) hours prior notice.

6.16.6 OFO Notice, Contents and Procedures. Seller shall issue an OFO as expeditiously as is reasonably practicable in the circumstances, utilizing electronic communication, (information transmitted via Seller's Internet website, electronic delivery mechanism prescribed by NAESB or other mutually agreed communication methodologies used to transmit and receive information, including communication by telephone). Seller shall post and provide Customers with updated information concerning the status of operational variables related to the OFO as soon as it is available. Each OFO will contain the following provisions:

- (a) time and date of issuance;
- (b) time that the OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);
- (c) duration of the OFO (if none is specified, the OFO will be effective until further notice);
- (d) the party or parties receiving the OFO;
- (e) the quantity of Gas required to remedy the operational condition requiring the issuance of the OFO; and
- (f) any other terms Seller may reasonably require to ensure the effectiveness of the OFO.

6.16.7 Failure to Comply with OFO. If Customer or agent fails to comply with the terms of an OFO, for any reason other than force majeure on an upstream or downstream pipeline, such Customer shall be: (a) liable for any actual costs incurred by Seller or any other affected party as a result of such failure; and (b) subject to a penalty, to be assessed by Seller on Customer's monthly invoice following such noncompliance, in the amount of \$20.00 for each dth of natural gas not in compliance with any directive set forth in the OFO. Notwithstanding anything to the contrary in this Section 16.7, if Customer is required to make a nomination pursuant to an OFO, unless critical circumstances dictate otherwise, no damages and/or penalties will be assessed unless Customer is given the opportunity to correct the circumstances giving rise to the OFO.

6.16.8 Seller's Liability for OFOs. Seller shall not be liable to any person for any costs, damages or other liability associated with the issuance of, or the failure to issue, any Action Alerts of OFOs, provided, however, Seller shall be liable for acts of negligence or undue discrimination, such standards to be judged

in light of the emergency conditions under which Action Alerts and OFOs are issued.

6.16.9 Seller's Scheduling Authority. Seller shall have the right to act as a scheduling agent for a Customer's account if (a) the Customer refuses to schedule Gas injections or withdrawals or receipts and deliveries as specified by an OFO issued pursuant to Section 6.16.5(a); or (b) if Seller requires additional quantities in less than the twenty-four (24) hour notice period normally required for an OFO, and the Customer has refused verbal request to schedule the required quantity of Gas.

6.17 GENERAL TERMS AND CONDITIONS - OFF-SYSTEM CAPACITY

6.17 OFF-SYSTEM CAPACITY

- 6.17.1 Seller may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. Seller states that it will only provide transportation and storage services for others using such capacity pursuant to its open access FERC Gas Tariff subject to its rates approved by the Federal Energy Regulatory Commission and the "shipper must hold title" policy is waived to permit such use.
- 6.17.2 In the event that off-system capacity used to render service to Seller's Customers is subject to renewal limitations, as specified in a provider's tariff and/or as provided by FERC regulation, Seller will indicate in any posting of capacity available for service any limitation to extension rights that will apply as a result of limitations on the off-system capacity.
- 6.17.3 Notwithstanding the provisions of Section 6.17.1 above, if Customer and Seller mutually agree, that Seller shall, to provide service to Customer, use service which Seller has contracted for with third party(ies) pursuant to this Section 6.17 for the benefit of Customer, Customer shall pay Seller, in addition to any applicable rates and charges pursuant to Seller's FERC Gas Tariff, an amount up to the charges Seller is obligated to pay such third party(ies), which charges may include, but are not limited to, reservation and/or usage charges and surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees, and/or facility charges. Such charges shall be set forth as separate items on billings rendered to Customer.
- 6.17.4 Any off-system capacity acquired by Seller for the benefit of a Customer which is not used by such Customer, shall be offered to Seller's other Customers pursuant to Seller's FERC Gas Tariff and subject to Seller's approved rates, including any applicable third party charges, as such tariff and rates may change from time to time. Seller will indicate in its posting of any off-system capacity available for service, whether any third party charges will apply to the use of such off-system capacity.

6.18 GENERAL TERMS AND CONDITIONS - PENALTY REVENUE CREDITING

6.18 PENALTY REVENUE CREDITING

Each Month, Seller will determine the amount of penalty revenues it has received for the Month from Rate Schedule FSS, ISS, and PAL Customers, including any OFO damages paid by Rate Schedule FSS, ISS, and PAL Customers pursuant to Section 6.16 of these General Terms and Conditions and the value of Gas retained pursuant to Rate Schedule FSS Sections 5.1.2(f) and 5.1.8, Rate Schedule ISS Section 5.2.7, and Rate Schedule PAL Section 5.9.7, in each case, net of costs. Seller will credit the net amount of penalty revenues received under the preceding sentence to those Customers under Rate Schedules FSS, ISS, and PAL that were not billed penalties during the applicable Month ("Non-Offending FSS, ISS, and PAL Customers"). Each Non-Offending FSS, ISS, and PAL Customer's credit shall be based on the ratio of the actual revenue collected from the Non-Offending FSS, ISS, and PAL Customer for the Month divided by the actual revenue collected from all Non-Offending Customers for the Month. Each Non-Offending FSS, ISS, and PAL Customer's credit shall be paid as a billing adjustment, including documentation to the billing of charges for service during the following Month.

Each Month, Seller will determine the amount of penalty revenues it has received for the Month from Transportation and Wheeling Service Customers, including any OFO damages paid by Transportation and Wheeling Service Customers pursuant to Section 6.16 of these General Terms and Conditions, net of costs. Seller will credit the net amount of penalty revenues received under the preceding sentence to those Customers under Transportation and Wheeling Service Rate Schedules that were not billed penalties during the applicable Month ("Non-Offending Transportation and Wheeling Service Customers"). Each Non-Offending Transportation and Wheeling Service Customer's credit shall be based on the ratio of the actual revenue collected from the Non-Offending Transportation and Wheeling Service Customer for the Month divided by the actual revenue collected from all Non-Offending Transportation and Wheeling Service Customers for the Month. Each Non-Offending Transportation and Wheeling Service Customer's credit shall be paid as a billing adjustment, including documentation to the billing of charges for service during the following Month.

6.19 GENERAL TERMS AND CONDITIONS - CAPACITY RELEASE

6.19 CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2 shall be entitled to release all or a portion of its capacity pursuant to this Section 6.19. Any release of capacity by a Customer or Replacement Customer shall be pursuant to this Section 6.19.

6.19.1 PROCEDURE FOR MAKING OFFER TO RELEASE.

- (a) Releasing Customer shall communicate its release notice through Seller's Internet website. The Releasing Customer shall submit the following information, objectively stated and applicable to all potential Customers on a non-discriminatory basis:
- (1) the pricing provisions of the offer to release; any minimum rates specified by the Releasing Customer;
  - (2) the specific quantity to be released in dth expressed as a numeric quantity only; the basis for released quantity should be (i) per Day for storage injection, storage withdrawal, and applicable North Lateral and/or South Lateral quantity, or per Day for wheeling and applicable firm wheeling quantity; and a per-release quantity for storage capacity and total release period quantity (In establishing terms for capacity release, Releasing FSS Customer may release quantities up to the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, North Lateral Maximum Daily Quantity, South Lateral Maximum Daily Quantity and Maximum Storage Quantity set forth in Releasing Customer's Service Agreement, Releasing FWS Customer may release quantities up to the Maximum Daily Firm Wheeling Quantity set forth in Releasing Customer's Service Agreement, and Releasing MARC I FTS or FTS-2 Customer may release quantities up to the Maximum Daily Firm Transportation Quantity set forth in Releasing Customer's Service Agreement);
  - (3) the duration of release or term including any right to recall;
  - (4) the terms and conditions of any recall rights;
  - (5) whether the release is on a permanent or temporary basis;
  - (6) the length of time the offer to release should be posted for bidding on Seller's Internet website;
  - (7) whether there are any reput rights;

- (8) any other conditions or contingencies of the offer to release, including nondiscriminatory provisions necessary to evaluate bids; and the tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value;
  - (9) the legal name of the Replacement Customer that is designated in any Pre-Arranged Release ("Designated Replacement Customer");
  - (10) whether the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3);
  - (11) whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4);
  - (12) the bid evaluation method;
  - (13) for volumetric releases, any minimum volumetric commitment; and
  - (14) A description of any Storage Inventory that must be transferred with released storage capacity, including (i) the quantity of Gas in Storage Inventory to be transferred to the Replacement Customer at the beginning of the release term, (ii) the quantity of Gas which Replacement Customer is to cause to be in the Storage Inventory to be transferred to the Releasing Customer at the end of the release term, (iii) the price(s) (if applicable) to be paid by the Replacement Customer to the Releasing Customer and/or by the Releasing Customer to the Replacement Customer for the transfers of Gas in Storage Inventory described in items (i) and (ii), and (iv) any other reasonable conditions that the Releasing Customer chooses to place on the storage inventory transfers.
- (b) Seller's creditworthiness standards shall apply to any potential Replacement Customer and Releasing Customer shall not establish its own creditworthiness standards for bidding customer.
- (c) Releasing Customer may withdraw any existing offer to release, if a valid and acceptable bid has not been received. Releasing Customer has the right to withdraw its offer to release during the bid period via the Seller's Internet website or EDM, where unanticipated circumstances justify such withdrawal and no minimum bid has been made. Releasing Customer shall have the option to accept

contingent bids which extend beyond the close of the bidding period. Releasing Customer cannot extend the original bid period or the pre-arranged deal Matching Period without posting a new release. Re-release of Released Capacity shall be allowed on the same terms and basis as the primary release (except for volumetric releases that may not be re-released).

- (d) CAPACITY RELEASE TIMELINE. The "Capacity Release Timeline" set forth below is applicable to all parties of the Capacity Release process; however it is only applicable if: (1) all information provided by parties to the transaction is valid and Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (2) the release contains no special terms or conditions of the release.

For biddable releases (one (1) year or less):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.
- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For biddable releases (more than one (1) year):

- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best Bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the Award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the Award is posted by 12:00 Noon.

- The contract is issued within one hour of the Award posting (with a new contract number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

For non-biddable releases: the posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.

Seller will issue a contract within one hour of the Award posting (with a new contract number, when applicable). Nomination is possible beginning at the next available nomination cycle for the effective date of the contract.

(e) COMPETITIVE BIDDING PROCEDURE.

Bids may be submitted by potential Replacement Customers via Seller's Internet website during the posting period. Seller shall post the terms of each complete bid, but will not post the identity of the bidder. Posted bids will be accessible via EDM. Seller will also require the potential Replacement Shipper to provide all information set forth in Section 6.2 of the General Terms and Conditions of this FERC Gas Tariff. Upon expiration of the offer, Seller shall remove such offer of release from its Internet website.

Potential Replacement Customers may withdraw their posted bids at any time during the bidding period via Seller's Internet website or EDM. Bids posted by potential Replacement Customers are binding until written or electronic notice of withdrawal is received by Seller. Potential Replacement Customers cannot withdraw bids after the bidding period ends. Such potential Replacement Customers may not post another bid for the same capacity lower than their previous bid.

(f) PRE-ARRANGED RELEASE

- (1) Releasing Customer shall have the right to release capacity to a Pre-Arranged Replacement Customer without posting an offer on Seller's Internet website if: (1) the Replacement Customer confirms via Seller's Internet website the terms and conditions of

the Pre-Arranged Release and the release is for a period more than one (1) year at the maximum tariff rate (Rate Schedules FWS, MARC I FTS and FTS-2 only) or a period of 31 days or less; or (2) the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3)); or (3) the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4)). If Releasing Customer exercises such right, it must notify Seller prior to the nomination of the released entitlements, and the Replacement Customer shall adhere to the contracting requirements. The Replacement Customer shall meet any eligibility requirements under this Section 6.19. For capacity release not subject to posting and bidding, Replacement Customer shall have the right to submit Nominations to Seller at the next scheduled opportunity pursuant to Section 6.4 of the General Terms and Conditions of Seller's FERC Gas Tariff following notification to Seller of such prearranged capacity release and Seller will tender to Replacement Customer within one hour of such notification a contract with contract number regarding such capacity release.

- (2) Matching Rights. A Pre-Arranged Replacement Customer shall have the right of first refusal for a time period as negotiated by the Releasing Customer and the Pre-Arranged Replacement Customer ("Matching Period"). If no Matching Period has been negotiated, the Matching Period will be deemed to be one (1) hour following the time the Pre-Arranged Replacement Customer has been notified of the winning bid. In the event a bid is received that more closely meets the criteria specified by the Releasing Customer, Seller shall provide the Pre-Arranged Replacement Customer an opportunity during the Matching Period to match or exceed the bid that more closely meets the criteria specified by the Releasing Customer. The Pre-Arranged Replacement Customer shall receive notification on Seller's Internet website no later than the applicable time pursuant to the Capacity Release Timeline of the terms and conditions of the prevailing bid and shall have the Matching Period to respond via Seller's Internet website. The Replacement Customer shall post on Seller's Internet website its match response no later than the applicable time pursuant to the Capacity Release Timeline. Absent a response, the capacity shall be awarded to the prevailing bidder no later than the applicable time pursuant to the Capacity Release Timeline.

(g) Released Capacity will be awarded no later than the applicable time pursuant to the Capacity Release Timeline. The capacity will be awarded to the Replacement Customer which otherwise satisfies the requirements of this FERC Gas Tariff and also meets all of the conditions of the offer to release capacity. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest ranking bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be awarded to the next highest bidder under the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Customer's minimum quantity or all of the remaining bidder's minimum acceptable quantities. Seller shall not be required to contract with parties submitting bids that do not meet the conditions of the offer to release capacity, however, subject to approval of Releasing Customer, Seller may accept bids offering a price or term less than that set forth in the release. Bids will be evaluated by the criteria provided by the Releasing Customer. If no criteria are provided by the Releasing Customer, bids will be accepted in the order of priority based upon the highest economic value offered by the competing bids as defined in Section 6.10 of the General Terms and Conditions of this FERC Gas Tariff. The ultimate awarding of the capacity will be posted subsequently on Seller's Internet website by the applicable time pursuant to the Capacity Release Timeline, unless bidder was a contingent bidder and the contingency did not occur. Seller will tender a numbered Agreement to the winning bidder by the applicable time pursuant to the Capacity Release Timeline, and the winning bidder shall enter into an Agreement with Seller pursuant to Section 6.19.2 of these General Terms and Conditions. Seller is required to meet the Capacity Release Timeline for processing capacity releases only if the Releasing Customer's best bid methodology is either: (1) highest rate, (2) highest net revenue, or (3) greatest net present value. In all cases, Replacement Customers will be subject to all requirements of this Tariff. Storage Service to the Replacement Customer may commence, prior to the posting of the winning bid, if capacity has been awarded and a contract executed.

(h) Recall/Reput Rights

(1) A Releasing Customer cannot in any way modify recall rights as specified by a previous Releasing Customer, but may specify its own recall rights, subject to any recall rights specified by a previous Releasing Customer. A potential Replacement Customer is responsible for obtaining from the Releasing Customer

with whom it is negotiating for released capacity any information concerning recall rights specified by a previous Releasing Customer. A Releasing Customer specifying recall conditions shall be the only party that can exercise and administer such recall rights. In the event of any conflict, the instructions and communications of the Releasing Customer specifying the recall conditions shall govern. If the release specifies that the Releasing Customer has reput rights and the recall ends prior to the end of the release term at the end of the recall period, capacity shall revert back to the Replacement Customer, if applicable, subject to Seller's nomination procedures.

- (2) Releasing shippers may, to the extent permitted as a condition of the capacity release, recall released capacity pursuant to the following:

Timely Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

Early Evening Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

Evening Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

Intraday 1 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;

- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time);

Intraday 2 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 12:00 p.m. on the day that Intraday 2 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 1:00 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time);

Intraday 3 Recall Notification:

- A Releasing Shipper recalling capacity shall provide notice of such recall to the Seller and the first Replacement Shipper no later than 4:00 p.m. on the day that Intraday 3 Nominations are due;
- The Seller shall provide notification of such recall to all affected Replacement Shippers no later than 5:00 p.m. on the day that Intraday 3 Nominations are due (Central Clock Time).

Notification of recall provided by the Releasing Shipper to the Seller shall express the quantity recalled in terms of adjusted total released capacity entitlements based upon Elapsed Prorata Capacity, as defined by NAESB.

- (iii) Seller shall have no liability to any party in relying on the recall instructions and conditions specified by the Releasing Customer, except to the extent that such party establishes that Seller has incorrectly applied such instructions as a result of the negligent action or willful misconduct of Seller.

6.19.2 EXECUTION OF SERVICE AGREEMENT. Once the provisions of Section 6.19 are satisfied, and as a condition precedent to receiving service pursuant to a capacity release, Replacement Customer shall execute a Service Agreement with Seller.

6.19.3 BILLING ADJUSTMENT. Releasing Customer shall remain fully obligated under the terms of its Service Agreement with Seller during any capacity release except for Usage Charges incurred by any Replacement Customer that has purchased capacity released by the Releasing Customer. Seller shall credit the invoice of Releasing Customer each Month for the respective Reservation Rate charges invoiced by Seller to Replacement Customer provided, however, that such credit:

- (a) shall not include any charges billed to the Replacement Customer under Section 5.X.5 of the applicable Rate Schedule; and

- (b) shall be reduced by the amount of any marketing fee Seller is entitled to collect pursuant to Section 6.19.4 of these General Terms and Conditions.

If a Replacement Customer fails to pay, within fifteen (15) days of the due date, all or any part of its Reservation Rate charges under the North Lateral Reservation Rate, South Lateral Reservation Rate, Capacity Reservation Rate, Base Gas Rate or Firm Wheeling Reservation Rate which have been credited to Releasing Customer, such unpaid amount, with applicable interest accruing from the date Replacement Customer's payment was due, will be charged to the Releasing Customer's next monthly bill and will be due and payable by Releasing Customer, unless Replacement Customer in good faith shall dispute the billed charges in accordance with the provisions set forth in Section 6.8.2 of these General Terms and Conditions. If such failure to pay continues for thirty (30) days after payment is due, and the Replacement Customer has not disputed billings in accordance with Section 6.8.2 of these General Terms and Conditions, then Seller may, in addition to any other remedies it may have hereunder, terminate its Agreement with the Replacement Customer, and the Replacement Customer shall be deemed to have consented to abandonment of service under the Agreement. If the Agreement with the Replacement Customer is so terminated and service abandoned, the capacity will revert to the Releasing Customer, and will be governed by the terms and conditions of its existing Service Agreement with Seller. If Releasing Customer pays delinquent amounts owed by Replacement Customer and Seller subsequently receives payment from Replacement Customer of some or all of such amounts, Seller will credit the amounts received from the Replacement Customer in Seller's next monthly bill to the Releasing Customer. Until the delinquent amounts are paid, neither Releasing Customer nor the Replacement Customer will be absolved of responsibility for paying such amount. Seller shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by the Seller to the Releasing Customer's Replacement Customer(s), of the following:

- (1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default notice status pursuant to Seller's tariff;
- (2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
- (3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
- (4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and

has not provided credit alternative(s) pursuant to Seller's tariff.

- 6.19.4 **MARKETING FEE.** Seller may negotiate with Releasing Customer to market all or a portion of the released capacity to potential Replacement Customers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Seller contracts with a Replacement Customer found by Seller, Seller shall be entitled to a marketing fee which will be negotiated between Seller and Releasing Customer, such marketing fee to be deducted monthly from credits due Releasing Customer with respect to each dth of capacity purchased by the Replacement Customer. Each Replacement Customer found by Seller shall submit with its bid a statement attesting to Seller's marketing efforts in connection with such Replacement Customer's decision to purchase released capacity. Such statement shall constitute conclusive evidence of Seller's proactive marketing effort entitling Seller to a marketing fee.
- 6.19.5 **TERM.** Any release under this Section 6.19 shall be for a maximum term not longer than the remaining term of the underlying FSS, FWS, MARC I FTS or FTS-2 Service Agreement.
- 6.19.6 **VOLUMETRIC RELEASE.** Customer may release capacity on a volumetric basis, provided that:
- (a) all requirements and conditions of the release be specified by the Releasing Customer in the release notice, including any minimum storage volume requirement;
  - (b) the requirements and conditions specified by Releasing Customer must meet all of the requirements and conditions of Seller's FERC Gas Tariff;
  - (c) Seller will bill the volumetric rate for release established by the volumetric release for (i) volumes actually wheeled or transported, or (ii) the greater of (A) the volumes actually injected into storage by Seller for the account of Replacement Customer or (B) the minimum storage volume requirement if actual injected volumes are less than the required minimum storage requirement; and
  - (d) Replacement Customer shall remain fully responsible for all Usage Charges incurred.
- 6.19.7 **RELEASES OF 31 DAYS OR LESS.** Capacity Releases and Pre-Arranged Releases for a period of 31 Days or less need not comply with Section 6.19.1 of these General Terms and Conditions. Notices of releases shall be posted on Seller's Internet website within forty-eight (48) hours after release transaction commences. Releases of a period of 31 Days or less may not roll-over, extend, or continue in any way without complying with Section 6.19.1 of these General Terms and Conditions, and may not be re-

released to the same Replacement Customer until twenty eight (28) Days after the first release period has ended.

6.19.8 All potential Replacement Customers that desire to bid on released capacity must pre-qualify with Seller by submitting the information required in a Service Request Form and by demonstrating creditworthiness in the same manner and subject to the same standards and procedures as required for Customers under Rate Schedule FSS, FWS, MARC I FTS, or FTS-2, as the case may be. Seller shall not award capacity release offers to a Replacement Customer until and unless the Replacement Customer meets the Seller's creditworthiness requirements applicable to all services that it receives from the Seller, including the service represented by the capacity release. Once the conditions of this Tariff are met and the terms and conditions specified in the Releasing Customer's offer to release are met, the Replacement Customer will then be considered as any other Customer on Seller's system. Any such Replacement Customer must comply with all provisions of Seller's FERC Gas Tariff. Prior to the commencement of service pursuant to any release request, the Replacement Customer shall submit to Seller, in accordance with Section 6.2.1 of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the aggregate reservation charges which would be due for two Months of released service.

6.19.9 The term "Permanent Capacity Release" shall mean the release of capacity by the Customer for the remaining term of its Service Agreement with Seller. If

- (a) the terms and conditions of the new Service Agreement with the Replacement Customer are at least as favorable to Seller as the Service Agreement between Seller and the Releasing Customer, and
- (b) the Replacement Customer is at least as creditworthy as the Releasing Customer,

Releasing Customer shall not be liable for any charges incurred by the Replacement Customer after the Permanent Capacity Release. Replacement Customer under a Permanent Capacity Release shall be subject to all terms of this FERC Gas Tariff.

6.20 GENERAL TERMS AND CONDITIONS - NAESB STANDARDS

6.20 Compliance with 18 C.F.R., Section 284.12

Seller has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.1, which are required by the Commission in 18 C.F.R. Section 284.12(a), as indicated below. Standards without accompanying identification or notations are incorporated by reference. Standards that are not incorporated by reference are identified along with the tariff record in which they are located. Standards for which waivers or extensions of time have been granted are also identified.

**Standards not Incorporated by Reference and their Location in Tariff:**

<u>NAESB Standard</u>	<u>Tariff Record</u>
1.3.2(i-vi)	6.4 Nominations, Scheduling and Allocation
5.3.2	6.19 Capacity Release
5.3.44	6.19 Capacity Release

**Standards Incorporated by Reference:**

**Additional Standards:**

**General:**

Definition:  
0.2.5

Standards:  
0.3.1, 0.3.2, 0.3.16, 0.3.17

**Creditworthiness:**

Standards:  
0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10

**Gas/Electric Operational Communications:**

Definitions:  
0.2.1, 0.2.2, 0.2.3, 0.2.4

Standards:  
0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15

**Operating Capacity and Unsubscribed:**

Standards:  
0.3.18, 0.3.20, 0.3.21, 0.3.22

Datasets:  
0.4.2, 0.4.3

**Location Data Download:**

Standards:

0.3.23, 0.3.24, 0.3.25, 0.3.26, 0.3.27, 0.3.28, 0.3.29

Dataset:

0.4.4

**Storage Information:**

Dataset:

0.4.1

**Nominations Related Standards:**

Definitions:

1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10,  
1.2.11, 1.2.12, 1.2.13, 1.2.14, 1.2.15, 1.2.16, 1.2.17, 1.2.18,  
1.2.19

Standards:

1.3.1, 1.3.3, 1.3.4, 1.3.5, 1.3.6, 1.3.7, 1.3.8, 1.3.9, 1.3.11,  
1.3.13, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20,  
1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28,  
1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36,  
1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44,  
1.3.45, 1.3.46, 1.3.48, 1.3.51, 1.3.53, 1.3.55, 1.3.56, 1.3.58,  
1.3.62, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70,  
1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79,  
1.3.80, 1.3.81, 1.3.82

Datasets:

1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6, 1.4.7

**Flowing Gas Related Standards:**

Definitions:

2.2.1, 2.2.2, 2.2.3, 2.2.4, 2.2.5

Standards:

2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9,  
2.3.10, 2.3.11, 2.3.12, 2.3.13, 2.3.14, 2.3.15, 2.3.16, 2.3.17,  
2.3.18, 2.3.19, 2.3.20, 2.3.21, 2.3.22, 2.3.23, 2.3.25, 2.3.26,  
2.3.27, 2.3.28, 2.3.29, 2.3.30, 2.3.31, 2.3.32, 2.3.40, 2.3.41,  
2.3.42, 2.3.43, 2.3.44, 2.3.45, 2.3.46, 2.3.47, 2.3.48, 2.3.50,  
2.3.51, 2.3.52, 2.3.53, 2.3.54, 2.3.55, 2.3.56, 2.3.57, 2.3.58,  
2.3.59, 2.3.60, 2.3.61, 2.3.62, 2.3.63, 2.3.64, 2.3.65, 2.3.66

Datasets:

2.4.1, 2.4.2, 2.4.3, 2.4.4, 2.4.5, 2.4.6, 2.4.7, 2.4.8, 2.4.9,  
2.4.10, 2.4.11, 2.4.17, 2.4.18

**Invoicing Related Standards:**

Definition:

3.2.1

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.9, 3.3.10, 3.3.11,  
3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16, 3.3.17, 3.3.18, 3.3.19,  
3.3.21, 3.3.22, 3.3.23, 3.3.24, 3.3.25, 3.3.26

Datasets:

3.4.1, 3.4.2, 3.4.3, 3.4.4

**Quadrant Electronic Delivery Mechanism Related Standards:**

Definitions:

4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9,  
4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17,  
4.2.18, 4.2.19, 4.2.20

Standards:

4.3.1, 4.3.2, 4.3.3, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22,  
4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.30, 4.3.31,  
4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.40, 4.3.41,  
4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49,  
4.3.50, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.57, 4.3.58, 4.3.60,  
4.3.61, 4.3.62, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.75,  
4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85,  
4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, 4.3.93, 4.3.94,  
4.3.95, 4.3.96, 4.3.97, 4.3.98, 4.3.99, 4.3.100, 4.3.101,  
4.3.102, 4.3.103, 4.3.104, 4.3.105, 4.3.106

**Capacity Release Related Standards:**

Definitions:

5.2.1, 5.2.2, 5.2.3, 5.2.4, 5.2.5

Standards:

5.3.1, 5.3.3, 5.3.4, 5.3.5, 5.3.7, 5.3.8, 5.3.9, 5.3.10, 5.3.11,  
5.3.12, 5.3.13, 5.3.14, 5.3.15, 5.3.16, 5.3.18, 5.3.19, 5.3.20,  
5.3.21, 5.3.22, 5.3.23, 5.3.24, 5.3.25, 5.3.26, 5.3.28, 5.3.29,  
5.3.31, 5.3.32, 5.3.33, 5.3.34, 5.3.35, 5.3.36, 5.3.37, 5.3.38,  
5.3.39, 5.3.40, 5.3.41, 5.3.42, 5.3.45, 5.3.46, 5.3.47, 5.3.48,  
5.3.49, 5.3.50, 5.3.51, 5.3.52, 5.3.53, 5.3.54, 5.3.55, 5.3.56,  
5.3.57, 5.3.58, 5.3.59, 5.3.60, 5.3.62, 5.3.62a, 5.3.63, 5.3.64,  
5.3.65, 5.3.66, 5.3.67, 5.3.68, 5.3.69, 5.3.70, 5.3.71, 5.3.72,  
5.3.73

Datasets:

5.4.14, 5.4.15, 5.4.16, 5.4.17, 5.4.20, 5.4.21, 5.4.22, 5.4.23,  
5.4.24, 5.4.25, 5.4.26, 5.4.27

**Internet Electronic Transport Related Standards:**

Definitions:

10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8,  
10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15,  
10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22,  
10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29,  
10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36,  
10.2.37, 10.2.38

Standards:

10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9,  
10.3.10, 10.3.11, 10.3.12, 10.3.14, 10.3.15, 10.3.16, 10.3.17,  
10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24,  
10.3.25, 10.3.26, 10.3.27

**Standards for which Waiver or Extension of Time to Comply have been granted:**

None.

7.0 FORMS OF SERVICE AGREEMENTS

- 7.1 FIRM STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FSS)
- 7.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE ISS)
- 7.3 INTERRUPTIBLE WHEELING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE IWS)
- 7.4 FIRM WHEELING SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FWS)
- 7.5 FIRM TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE MARC I FTS)
- 7.6 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE MARC I ITS)
- 7.7 FIRM TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE FTS-2)
- 7.8 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE ITS-2)
- 7.9 MASTER PARK AND LOAN SERVICE AGREEMENT  
(FOR USE UNDER RATE SCHEDULE PAL)

7.1 FIRM STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule FSS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to store Gas on its behalf; and

WHEREAS, Seller has sufficient capacity available to provide the Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be delivered to Seller up to the Maximum Daily Injection Quantity (subject to injection ratchets specified in Exhibit B) plus Seller's Injection Use for Storage of up to the Maximum Storage Quantity and at Customer's request on any Gas Day Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, up to the Maximum Daily Withdrawal Quantity (subject to withdrawal ratchets specified in Exhibit B), reduced by Seller's Withdrawal Use.
3. Seller may, if requested by Customer, inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Paragraph 2, above, if it can do so without adverse effect on Seller's operations or its ability to meet its higher priority obligations.

ARTICLE II - POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection/Withdrawal.
2. Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Injection/Withdrawal.

ARTICLE III - TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing April 1, \_\_\_\_\_ or from such later date when Seller shall notify Customer that the storage facilities of Seller are completed and ready to accept deliveries for the account of Customer and ending March 31, \_\_\_\_\_.

ARTICLE IV - RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FSS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
(Write None or specify the agreement).

ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule FSS and the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_:
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

- I. MAXIMUM DAILY INJECTION QUANTITY: \_\_\_\_\_ dth
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY: \_\_\_\_\_ dth
- III. MAXIMUM STORAGE QUANTITY: \_\_\_\_\_ dth
- IV. POINT OF INJECTION/WITHDRAWAL \_\_\_\_\_
- V. NORTH LATERAL QUANTITY \_\_\_\_\_ dth
- VI. SOUTH LATERAL QUANTITY \_\_\_\_\_ dth
- VII. RATES AND CHARGES
  - Capacity Reservation Rate (monthly) \$ \_\_\_\_\_ per dth of MSQ
  - Injection Rate \$ \_\_\_\_\_ per dth
  - Withdrawal Rate \$ \_\_\_\_\_ per dth
  - North Lateral Reservation Rate (monthly) \$ \_\_\_\_\_ per dth of NLMDQ
  - South Lateral Reservation Rate (monthly) \$ \_\_\_\_\_ per dth of SLMDQ
  - Overrun Injection Rate \$ \_\_\_\_\_ per dth
  - Overrun Withdrawal Rate \$ \_\_\_\_\_ per dth
  - North Lateral Overrun Rate \$ \_\_\_\_\_ per dth
  - South Lateral Overrun Rate \$ \_\_\_\_\_ per dth of MSQ
  - Base Gas Rate (monthly) \$ \_\_\_\_\_ per dth
  - Seller's Injection Use \$ \_\_\_\_\_ per dth and \_\_\_\_\_ %
- VIII. ADDITIONAL CHARGES - pursuant to Section 5.1.5 of Rate Schedule FSS  
\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "B"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

Ratchet Provisions. The quantity of Gas which Customer may inject and withdraw pursuant to this Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal ratchet provisions corresponding to the options Customer has selected and identified below.

<u>Injection Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDIQ Multiplier</u>
_____ Option 1	0 - 100%	100%
_____ Option 2	0 - 75%	100%
	Greater than 75% - 90%	60%
	Greater than 90%	40%
_____ Option 3	0 - 70%	100%
	Greater than 70% - 95%	75%
	Greater than 95%	25%

<u>Withdrawal Ratchet</u>	<u>Customer's Storage Inventory/MSQ</u>	<u>MDWQ Multiplier</u>
_____ Option 1	100% - 0%	100%
_____ Option 2	100% - 40%	100%
	Less than 40% - 10%	40%
	Less than 10%	20%
_____ Option 3	100% - 50%	100%
	Less than 50% - 15%	50%
	Less than 15%	25%
_____ Option 4	100% - 60%	100%
	Less than 60% - 25%	50%
	Less than 25%	25%

Service under this Firm Storage Service Agreement shall not be subject to any "cycling requirement" that would compel Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

EXHIBIT "C"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

Revenue Reduction Option

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stagecoach and Customer agree that this Exhibit C, as of the date hereof,  
shall supersede and cancel the Exhibit C dated \_\_\_\_\_.

Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Stagecoach's Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule ISS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to store Gas on its behalf; and

WHEREAS, Seller has sufficient storage capacity available to provide Interruptible Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may deliver or cause Gas to be delivered to Seller on an interruptible basis, up to the Maximum Daily Injection Quantity, plus Seller's Injection Use, for storage up to the Maximum Storage Quantity, and Seller agrees to receive, store and redeliver at Customer's request Equivalent Quantities of Gas to or for the account of Customer, on an interruptible basis, up to the Maximum Daily Withdrawal Quantity, reduced by Seller's Withdrawal Use, as set forth on Exhibit A attached hereto.
3. Seller, if requested by Customer, may inject or withdraw from storage daily quantities in excess of the Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity specified in Paragraph 2 above, if it can do so without adverse effect on Seller's operations or its ability to meet all higher priority obligations.

ARTICLE II - POINT OF INJECTION/WITHDRAWAL

1. Customer shall deliver or cause to be delivered Gas hereunder at the Point of Injection.
2. Seller shall Tender to or for the account of Customer, Equivalent Quantities of Gas stored hereunder, at the Point of Withdrawal.

ARTICLE III - TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until \_\_\_\_\_, and \_\_\_\_\_ to \_\_\_\_\_ thereafter, until terminated by Seller or Customer upon prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from \_\_\_\_\_ until the termination of this Agreement.

ARTICLE IV - RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule ISS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
(Write None or specify the agreement).

ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmed by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule ISS and the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)  
and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

- I. MAXIMUM DAILY INJECTION QUANTITY: \_\_\_\_\_ dth
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY: \_\_\_\_\_ dth
- III. MAXIMUM STORAGE QUANTITY: \_\_\_\_\_ dth
- IV. RATES AND CHARGES
  - Interruptible Storage Rate \$\_\_\_\_\_ per dth - per day
  - North Lateral Charge \$\_\_\_\_\_ per dth
  - South Lateral Charge \$\_\_\_\_\_ per dth
  - Seller's Injection Use \$\_\_\_\_\_ per dth and \_\_\_\_\_%
- V. ADDITIONAL CHARGES - pursuant to Section 5.2.5 of Rate Schedule ISS  
\_\_\_\_\_  
\_\_\_\_\_

7.3 INTERRUPTIBLE WHEELING SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule IWS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Interruptible Wheeling Service on its behalf; and

WHEREAS, Seller has sufficient capacity available to provide Interruptible Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to the Maximum Daily Interruptible Wheeling Quantity, plus Seller's Wheeling Use.
3. Seller, if requested by Customer, may provide Wheeling Service for daily quantities in excess of the Maximum Daily Interruptible Wheeling Quantity if it can do so without adverse effect on Seller's operations or its ability to meet all higher priority obligations.

ARTICLE II - POINT OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Use as applicable, at the Point of Receipt.
2. Seller shall Tender to or for the account of Customer, at the Point of Delivery, Equivalent Quantities of Gas nominated for interruptible Wheeling Service at the Point of Receipt.
3. Seller shall transport Gas from Point of Receipt to Point of Delivery.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III - TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until \_\_\_\_\_, and \_\_\_\_\_ to \_\_\_\_\_ thereafter, until terminated by Seller or Customer upon prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from \_\_\_\_\_ until the termination of this Agreement.

ARTICLE IV - RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule IWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Sections II & III of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

- a. Rates and Charges
- b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule IWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V - NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmed by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI - INCORPORATION BY REFERENCE

1. The provisions of Rate Schedule IWS and the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, are specifically incorporated herein by reference and made a part hereof.

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

To

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

I. MAXIMUM DAILY INTERRUPTIBLE WHEELING QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

Interruptible Wheeling Rate \$\_\_\_\_\_ per dth.

Seller's Wheeling Use \$\_\_\_\_\_ per dth and \_\_\_\_%

III. ADDITIONAL CHARGES - pursuant to Section 5.3.5 of Rate Schedule IWS:

\_\_\_\_\_  
\_\_\_\_\_

IV. Point(s) of Receipt: \_\_\_\_\_

Point(s) of Delivery: \_\_\_\_\_

7.4 FIRM WHEELING SERVICE AGREEMENT

(For Use Under Rate Schedule FWS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ") plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's Wheeling Use quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of \_\_\_\_ (\_\_) years, commencing \_\_\_\_\_, \_\_\_\_\_, or from such later date when Seller shall notify Customer that the facilities of Seller required to provide Firm Wheeling Service are completed and in service.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: \_\_\_\_\_ [If none, insert "None"]
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: \_\_\_\_\_  
Released Contract No.: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Stagecoach Pipeline & Storage Company LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: \_\_\_\_\_ dth
- II. POINT OF RECEIPT \_\_\_\_\_ dth
- III. POINT OF DELIVERY \_\_\_\_\_ dth
- IV. RATES AND CHARGES

Monthly Firm Wheeling Reservation Rate \$\_\_\_\_\_/dth of MDFWQ per Month

Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

Firm Wheeling Commodity Rate \$\_\_\_\_\_/dth

Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

Firm Wheeling Overrun Commodity Rate \$\_\_\_\_\_/dth

Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

Seller's Wheeling Use \$\_\_\_\_\_/dth and \_\_\_\_\_%

Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

- V. ADDITIONAL CHARGES - pursuant to Section 5.4.5 of Rate Schedule FWS

\_\_\_\_\_  
\_\_\_\_\_

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

EXHIBIT "B"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

Revenue Reduction Option

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stagecoach and Customer agree that this Exhibit B, as of the date hereof,  
shall supersede and cancel the Exhibit V dated \_\_\_\_\_.

Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Stagecoach's Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7.5 FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule MARC I FTS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum

Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of \_\_\_\_ (\_\_) month/years, commencing \_\_\_\_\_ \_\_, \_\_\_\_\_.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
FT Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_, \_\_\_\_\_

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. POINT OF RECEIPT  
ALL \_\_\_\_\_ dth  
Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to \_\_\_\_\_ dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY  
ALL \_\_\_\_\_ dth  
Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to \_\_\_\_\_ dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate: \$\_\_\_\_\_/dth of MDFTQ per Month  
Recourse Rate \_\_\_\_\_ (Initial)

MARC I Firm Transportation Commodity Rate

Negotiated Rate: \$\_\_\_\_\_/dth  
Recourse Rate \_\_\_\_\_ (Initial)

MARC I Firm Transportation Overrun Commodity Rate

Negotiated Rate: \$\_\_\_\_\_/dth  
Recourse Rate \_\_\_\_\_ (Initial)

Seller's Transportation Use

Negotiated Rate: \$\_\_\_\_\_/dth and \_\_\_\_\_%  
Recourse Rate \_\_\_\_\_ (Initial)

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.5.5 of Rate Schedule MARC I FTS

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

EXHIBIT "B"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

Revenue Reduction Option

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stagecoach and Customer agree that this Exhibit C, as of the date hereof,  
shall supersede and cancel the Exhibit C dated \_\_\_\_\_.

Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Stagecoach's Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7.6 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule MARC I ITS)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Interruptible Transportation Service on Seller's MARC I Facilities on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Interruptible Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to Customer's Maximum Daily Interruptible Transportation Quantity ("MDITQ"), plus Seller's Transportation Use.
3. Seller, if requested by Customer, may provide Transportation Service for daily quantities in excess of the Maximum Daily Interruptible Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINT OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt.
2. Seller shall Tender to or for the account of Customer, at the Point of Delivery, Equivalent Quantities of Gas nominated for interruptible Transportation Service at the Point of Receipt.

3. Seller shall transport Gas from Point of Receipt to Point of Delivery.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until \_\_\_\_\_, and \_\_\_\_\_ to \_\_\_\_\_ thereafter, until terminated by Seller or Customer upon \_\_\_\_\_ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from \_\_\_\_\_ until the termination of this Agreement.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I ITS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections II & III of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges.
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein in Rate Schedule MARC I ITS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmed by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I ITS and the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I ITS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I ITS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
To

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

I. MAXIMUM DAILY INTERRUPTIBLE TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

MARC I Interruptible Transportation Commodity Rate \$\_\_\_\_\_/dth  
Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

MARC I Interruptible Transportation Overrun Commodity Rate \$\_\_\_\_\_/dth  
Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

Seller's Transportation Use \$\_\_\_\_\_/dth and \_\_\_\_%  
Check as applicable: Discounted Rate ; Negotiated Rate ; Recourse Rate

III. ADDITIONAL CHARGES - pursuant to Section 5.6.5 of Rate Schedule MARC I  
ITS:

\_\_\_\_\_  
\_\_\_\_\_

IV. Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_

7.7 FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's

Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing \_\_\_\_\_ and ending \_\_\_\_\_.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
 to  
 Firm Transportation Service Agreement between  
 Stagecoach Pipeline & Storage Company LLC (Seller)  
 and  
 \_\_\_\_\_ (Customer)

Dated \_\_\_\_\_, \_\_\_\_\_

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. PRIMARY POINT(S) OF RECEIPT  
 (insert additional lines if necessary)

_____	_____	dth MDRQ
_____	_____	dth MDRQ
_____	_____	dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY  
 (insert additional lines if necessary)

_____	_____	dth MDDQ
_____	_____	dth MDDQ
_____	_____	dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate		
MARC I Facilities (only)	_____	\$/dth of MDFTQ
North/South Laterals (only)	_____	\$/dth of MDFTQ
MARC I & N/S Laterals	_____	\$/dth of MDFTQ
FTS-2 Commodity Rate		
MARC I Facilities (only)	_____	\$/dth
North/South Laterals (only)	_____	\$/dth
MARC I & N/S Laterals	_____	\$/dth
FTS-2 Overrun Commodity Rate		
MARC I Facilities (only)	_____	\$/dth
North/South Laterals (only)	_____	\$/dth
MARC I & N/S Laterals	_____	\$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$\_\_\_\_/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of \_\_\_\_ percent (\_\_\_\_%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$\_\_\_\_/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of \_\_\_\_ percent (\_\_\_\_%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of \_\_\_\_ percent (\_\_\_\_%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.7.5 of Rate Schedule FTS-2  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided

that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

EXHIBIT "B"

to

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

Revenue Reduction Option

OPTION PERIOD(S) : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION DESCRIPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OPTION CONSIDERATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANY LIMITATIONS ON  
THE EXERCISE OF THE  
REVENUE REDUCTION  
OPTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Stagecoach and Customer agree that this Exhibit B, as of the date hereof,  
shall supersede and cancel the Exhibit B dated \_\_\_\_\_.

Customer:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Stagecoach's Approval:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

7.8 INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule ITS-2)

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and \_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Interruptible Transportation Service on Seller's MARC I Facilities and/or North South Laterals on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North South Laterals to provide Interruptible Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may receive, transport and deliver or cause Gas to be received, transported or delivered to Seller on an interruptible basis, up to Customer's Maximum Daily Interruptible Transportation Quantity ("MDITQ"), plus Seller's Transportation Use.
3. Seller, if requested by Customer, may provide Transportation Service for daily quantities in excess of the Maximum Daily Interruptible Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINT OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt.
2. Seller shall Tender to or for the account of Customer, at the Point of Delivery, Equivalent Quantities of Gas nominated for interruptible Transportation Service at the Point of Receipt.

3. Seller shall transport Gas from Point of Receipt to Point of Delivery.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for an initial period as of the date first written above until \_\_\_\_\_, and \_\_\_\_\_ to \_\_\_\_\_ thereafter, until terminated by Seller or Customer upon \_\_\_\_\_ prior written notice to the other specifying a termination date at the end of such period or any successive period thereafter. The period of service hereunder shall be from \_\_\_\_\_ until the termination of this Agreement.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ITS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections II & III of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - a. Rates and Charges.
  - b. Additional charges which are applicable.

When the level of any Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule ITS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:  
  
(Write None or specify the agreement).

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmed by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

\_\_\_\_\_  
\_\_\_\_\_

Attention: Commercial Operations

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Customer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule ITS-2 and the General Terms and Conditions of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule ITS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule ITS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
To

Agreement between

Stagecoach Pipeline & Storage Company LLC (Seller)

and

\_\_\_\_\_ (Customer)

Dated \_\_\_\_\_

I. MAXIMUM DAILY INTERRUPTIBLE TRANSPORTATION QUANTITY: \_\_\_\_\_ dth

II. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

ITS-2 Commodity Rate

MARC I Facilities (only)	_____	\$/dth
North/South Laterals (only)	_____	\$/dth
MARC I & N/S Laterals	_____	\$/dth

ITS-2 Overrun Commodity Rate

MARC I Facilities (only)	_____	\$/dth
North/South Laterals (only)	_____	\$/dth
MARC I & N/S Laterals	_____	\$/dth

III. ADDITIONAL CHARGES - pursuant to Section 5.8.5 of Rate Schedule MARC I  
ITS:

\_\_\_\_\_  
\_\_\_\_\_

IV. Point(s) of Receipt: \_\_\_\_\_  
Point(s) of Delivery: \_\_\_\_\_

7.9 MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Contract No. \_\_\_\_\_

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between Stagecoach Pipeline & Storage Company LLC, a New  
York limited liability company, hereinafter referred to as "Seller," and  
\_\_\_\_\_, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Seller has agreed to provide Customer with park and  
loan services in accordance with the terms and conditions of this Master  
Park and Loan Service Agreement ("Agreement") and separate PAL  
Agreement(s) (in the form of Exhibit A, B, C or D, as applicable).

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

GAS SERVICE

- 1.1 PARK SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit A or C), and Seller's Rate Schedule PAL, Customer agrees to deliver or cause gas to be delivered to Seller and Seller agrees to (a) the receipt of a quantity of gas (Parked Quantity), equal to the PAL MDQ or PAL MAQ, as applicable, specified in the applicable PAL Agreement, on behalf of Customer at one or more agreed upon points (each a PAL Point) on Seller's system; (b) hold the Parked Quantity on Seller's system; and (c) deliver, upon nomination by Customer, the Parked Quantity to Customer at one or more PAL Points. Customer shall make any necessary arrangements with Seller or third parties to receive or deliver gas to Seller at the applicable PAL Point; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.
- 1.2 LOAN SERVICE - Subject to the terms and provisions of this Agreement, any applicable PAL Agreement (in the form of Exhibit B or D), and Seller's Rate Schedule PAL, Customer agrees to receive or cause gas to be received from Seller and Seller agrees to (a) advance to Customer a quantity of gas (Loaned Quantity), equal to the PAL MDQ or PAL MAQ, as applicable, specified in the applicable PAL Agreement, at one or more agreed upon points (each a PAL Point); and (b) the receipt by Seller of Customer's return of the Loaned Quantity at one or more PAL Points. Customer shall make any necessary arrangements with Seller or third parties to receive or deliver gas to Seller at the applicable PAL Point; provided, however, that such arrangements shall be compatible with the operating conditions of Seller's pipeline system and shall provide for coordinated scheduling with Seller.

- 1.3 Service rendered hereunder shall be subject to curtailment or interruption at Seller's reasonable discretion. In the event Seller is unable to provide the level of Park Service and/or Loan Service requested by all Customers under Rate Schedule PAL, then Seller shall allocate available Park Service and/or Loan Service among such Customers in accordance with the Nominations, Scheduling and Allocation provisions set forth in the General Terms and Conditions of Seller's FERC Gas Tariff.
- 1.4 For each park or loan service transaction to which the parties agree to from time to time pursuant to the terms of this Agreement, Seller and Customer shall execute a separate PAL Agreement, in the form of Exhibit A, B, C or D, as applicable, which shall set forth the terms of the particular park or loan transaction, including (a) the PAL Points agreed upon by Seller and Customer for service under the applicable PAL Agreement; (b) the maximum daily quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MDQ"); (c) the maximum aggregate quantity to be parked or loaned at each PAL Point under the applicable PAL Agreement ("PAL Point MAQ"); (d) the maximum daily quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MDQ"); and (e) the maximum aggregate quantity to be parked or loaned at all PAL Points under the applicable PAL Agreement ("PAL MAQ"); (f) the rates applicable to the PAL service; and (g) the applicable dates. Each PAL Agreement shall also set forth a separate Contract ID/No., which Customer shall use when nominating its service thereunder. It is contemplated that more than one PAL Agreement may be in effect between the parties hereto from time to time, and each PAL Agreement shall be treated as a separate and independent contract.
- 1.5 Under this Agreement, the total of all PAL MAQs under any and all outstanding PAL Agreements on any given day shall never exceed \_\_\_\_\_ Dth ("Master MAQ").

## ARTICLE II

### TERM OF AGREEMENT

- 2.1 Subject to the provisions hereof, this Agreement shall become effective as of \_\_\_\_\_ and shall be in effect for a primary term of \_\_\_\_\_ and shall continue and remain in effect for successive terms of \_\_\_\_\_ thereafter unless and until cancelled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof. Termination shall not discharge any obligations accrued hereunder or under any PAL Agreement.

2.2 This Agreement and each PAL Agreement entered into thereunder will terminate automatically upon written notice from Seller in the event Customer fails to pay all of the amount of any bill for service rendered by Seller in accord with the General Terms and Conditions of Seller's FERC Tariff.

## III

RATE SCHEDULE AND PRICE

- 3.1 RATES - Customer shall pay Seller for service hereunder in accordance with Seller's Rate Schedule PAL and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be legally amended or superseded from time to time. Such Rate Schedule and General Terms and Conditions are by this reference made a part hereof. Customer shall pay Seller the agreed upon rate(s) and all other applicable charges and surcharges. Customer shall elect either Daily Rate or Term Rate PAL services:
- (a) Daily Rate PAL services: Daily Rate Park Service (Exhibit A) or Daily Rate Loan Service (Exhibit B)
  - (b) Term Rate PAL services: Term Rate Park Service (Exhibit C) or Term Rate Loan Service (Exhibit D)
- 3.2 INCIDENTAL CHARGES - Customer agrees to reimburse Seller for any filing or similar fees, which have not been previously paid by Customer, which Seller incurs in rendering service hereunder.
- 3.3 CHANGES IN RATES AND CHARGES - Customer agrees that Seller shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to Seller's Rate Schedule PAL, (b) the rate schedule pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to such rate schedule. Seller agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Seller's existing FERC Gas Tariff as may be found necessary to assure Seller just and reasonable rates.

ARTICLE IV

BILLINGS AND PAYMENTS

Seller shall bill and Customer shall pay all rates and charges in accordance with the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE V

GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Seller's Rate Schedule PAL and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE VI

REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Seller. This Agreement shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All Parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no Party shall be liable to any other Party for failure to obtain or continue such approvals or authorizations.

ARTICLE VII

RESPONSIBILITY DURING PAL SERVICES

Except as herein specified, the responsibility for gas for the duration of the Park Service and/or Loan Service shall be as stated in the General Terms and Conditions of Seller's FERC Gas Tariff.

ARTICLE VIII

WARRANTIES

8.1 In addition to the warranties set forth in the General Terms and Conditions of Seller's FERC Gas Tariff, Customer warrants the following:

- (a) Customer warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point. Customer agrees to indemnify and hold Seller harmless for refusal to provide Park Service and/or Loan Service hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- (b) Customer agrees to indemnify and hold Seller harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Customer herein.

8.2 Seller shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE IX

NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

SELLER:

CRESTWOOD MIDSTREAM PARTNERS LP  
811 Main Street, Suite 3400  
Houston, Texas 77002

Attention: Stagecoach Pipeline & Storage Company LLC

CUSTOMER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE X

ASSIGNMENT

Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Otherwise, this Agreement shall not be assigned.

ARTICLE XI

MISCELLANEOUS

- 12.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.
- 12.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 12.3 Unless otherwise expressly provided in this Agreement or Seller's FERC Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Customer has submitted a request for change and Seller has agreed to such change.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

Stagecoach Pipeline & Storage Company LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CUSTOMER

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Exhibit A

PAL Agreement:                      Daily Rate Park Service

Contract ID/No. \_\_\_\_\_

Transaction  
Confirmation No. \_\_\_\_\_

Date: \_\_\_\_\_

PAL MDQ: \_\_\_\_\_

PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Daily Rate Park Service:

1.            Applicability of Daily Posted PAL Rates – Select one of the following:

\_\_\_\_\_ The rates specified in Section 7 below apply in lieu of any otherwise applicable Daily Posted PAL Rates posted on Seller’s Internet Website;  
OR

\_\_\_\_\_ All applicable Daily Posted PAL Rates posted on Seller’s Internet Website shall apply to this PAL Agreement.

2.            Beginning Date:                      \_\_\_\_\_

3.            Ending Date:                              \_\_\_\_\_

4.            Maximum Aggregate Quantity by Point of Transaction (“PAL Point”):

PAL Point	PAL Point MAQ

5.            Schedule for Park Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Park	PAL Point MDQ Park Withdrawal	Applicable Rate

6.            Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions of the General Terms and Conditions of Seller’s FERC Gas Tariff:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The following rates shall apply:

PAL Daily Service (Commodity)	_____	\$/dth
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

Unless specified otherwise in this Section 7, the Daily Posted PAL Rates on Seller's Internet Website apply.

ELECTRIC POWER AND USE/LOSS:

[Add MARC I Electric Power and Use/Loss, if applicable]

ACA Unit Charge:

Per tariff

8. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit A is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

MASTER PARK AND LOAN SERVICE AGREEMENT  
 (For Use Under Seller's Rate Schedule PAL)

Exhibit B

PAL Agreement: Daily Rate Loan Service

Contract ID/No. \_\_\_\_\_

Transaction  
 Confirmation No. \_\_\_\_\_

Date: \_\_\_\_\_

PAL MDQ: \_\_\_\_\_

PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Daily Rate Loan Service:

1. Applicability of Daily Posted PAL Rates – Select one of the following:

\_\_\_\_\_ The rates specified in Section 7 below apply in lieu of any otherwise applicable Daily Posted PAL Rates posted on Seller's Internet Website;  
 OR

\_\_\_\_\_ All applicable Daily Posted PAL Rates posted on Seller's Internet Website shall apply to this PAL Agreement.

2. Beginning Date: \_\_\_\_\_

3. Ending Date: \_\_\_\_\_

4. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

5. Schedule for Loan Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Loan	PAL Point MDQ Loan Payback	Applicable Rate

6. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions of Seller's FERC Gas Tariff:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

7. The following rates shall apply:

PAL Daily Service (Commodity)	_____	\$/dth
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

Unless specified otherwise in this Section 7, the Daily Posted PAL Rates on Seller's Internet Website apply.

ELECTRIC POWER AND USE/LOSS:

[Add MARC I Electric Power and Use/Loss, if applicable]

ACA Unit Charge:

Per tariff

8. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
 (Seller)

Agreed to by:

\_\_\_\_\_  
 (Customer)

/s/: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

Note: Exhibit B is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

MASTER PARK AND LOAN SERVICE AGREEMENT  
(For Use Under Seller's Rate Schedule PAL)

Exhibit C

PAL Agreement: Term Rate Park Service

Contract ID/No. \_\_\_\_\_

Transaction  
Confirmation No. \_\_\_\_\_

Date: \_\_\_\_\_

PAL MDQ: \_\_\_\_\_

PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Park Service:

1. Beginning Date: \_\_\_\_\_

2. Ending Date: \_\_\_\_\_

3. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

4. Schedule for Park Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Park	PAL Point MDQ Park Withdrawal	Applicable Rate

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions of Seller's FERC Gas Tariff:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. The following rates shall apply:

PAL Term Service (Reservation)	_____	\$/dth of PAL MAQ
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

ELECTRIC POWER AND USE/LOSS:

[Add MARC I Electric Power and Use/Loss, if applicable]

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
 (Seller)

Agreed to by:

\_\_\_\_\_  
 (Customer)

/s/: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_

Note: Exhibit C is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

MASTER PARK AND LOAN SERVICE AGREEMENT  
 (For Use Under Seller's Rate Schedule PAL)

Exhibit D

PAL Agreement: Term Rate Loan Service

Contract ID/No. \_\_\_\_\_

Transaction  
 Confirmation No. \_\_\_\_\_

Date: \_\_\_\_\_

PAL MDQ: \_\_\_\_\_

PAL MAQ: \_\_\_\_\_

Reference is made to that Master Park and Loan Service Agreement by and between Seller and \_\_\_\_\_ (Customer), dated \_\_\_\_\_, \_\_\_\_\_, which is Contract ID/No. \_\_\_\_\_.

Seller and Customer, pursuant to the referenced Master Park and Loan Service Agreement, agree to the following terms for this Term Rate Loan Service:

1. Beginning Date: \_\_\_\_\_

2. Ending Date: \_\_\_\_\_

3. Maximum Aggregate Quantity by Point of Transaction ("PAL Point"):

PAL Point	PAL Point MAQ

4. Schedule for Loan Service:

Begin Date	End Date	PAL Point	PAL Point MDQ Loan	PAL Point MDQ Loan Payback	Applicable Rate

5. Other Provisions Permitted By Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions of Seller's FERC Gas Tariff:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. The following rates shall apply:

PAL Term Service (Reservation)	_____	\$/dth of PAL MAQ
PAL Overrun Rate (Commodity)	_____	\$/dth
Injection Rate (Commodity)	_____	\$/dth
Overrun Injection Rate (Commodity)	_____	\$/dth
Withdrawal Rate (Commodity)	_____	\$/dth
Overrun Withdrawal Rate (Commodity)	_____	\$/dth
Seller's Injection Use	_____	\$/dth and _____ %

ELECTRIC POWER AND USE/LOSS:

[Add MARC I Electric Power and Use/Loss, if applicable]

ACA Unit Charge:

Per tariff

7. This PAL Agreement is subject to the terms and conditions of the above referenced Master Park and Loan Service Agreement, the effective provisions of Seller's Rate Schedule PAL, and the General Terms and Conditions of Seller's FERC Gas Tariff incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

Agreed to by:

Stagecoach Pipeline & Storage Company LLC  
(Seller)

Agreed to by:

\_\_\_\_\_  
(Customer)

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

/s/: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Note: Exhibit D is a reflection of the PAL Agreement and all amendments as of the amendment effective date.

8.0 NONCONFORMING SERVICE AGREEMENTS

This section contains all current nonconforming service agreements.

8.1 - RESERVED FOR FUTURE USE

8.2 CENTRAL HUDSON GAS AND ELECTRIC CORP. FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_ day of July 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and Central Hudson Gas and Electric Corp., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ"), plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II

POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.

4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

#### ARTICLE III

##### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of sixty (60) months (the "Primary Term"), commencing on the first day of the first month following completion of construction of the facilities and at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

#### ARTICLE IV

##### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right

to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer -

(a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or

- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (913) 319 - 8082

Customer: Central Hudson Gas and Electric Corp.  
284 south Avenue  
Poughkeepsie, New York 12601

Attention: Energy Resources  
Facsimile: (845) 486-5626

ARTICLE VI

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**Central Hudson Gas and Electric Corp.**  
(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

Central Hudson Gas and Electric Corp. (Customer)

Dated July \_\_, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 10,000 Dth
- II. PRIMARY POINT OF RECEIPT 10,000 Dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral,  
and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 10,000 Dth of Primary  
Receipt Point Capacity at each Point of  
Receipt.
- III. PRIMARY POINT OF DELIVERY 10,000 Dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 10,000 Dth of Primary  
Delivery Point Capacity at each Point of  
Delivery.
- IV. RATES AND CHARGES
- |                                      |  |
|--------------------------------------|--|
| Firm Wheeling Reservation Rate       | \$3.65/dth of MDFWQ per Month                                |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Commodity Rate         | \$0.00/dth   |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Overrun Commodity Rate | \$0.00/dth   |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |

Seller's Wheeling Use

\$0.035/dth and 0.1%

Recourse Rate (Check if

applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

V. ADDITIONAL CHARGES

Customer shall be responsible for (1) all applicable governmental taxes set forth in the General Terms and Conditions of Service Provider's FERC Gas Tariff, (2) the Annual Charge Adjustment ("ACA") approved by FERC, and (3) any other additional authorized charges or surcharges applicable under the Tariff which Seller has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm service from Seller under Rate Schedule FWS.

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

**AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT**

This Amendment, dated this \_\_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** ("Seller") and **Central Hudson Gas and Electric Corp.** ("Customer") to amend that certain Firm Wheeling Service Agreement (the "FWSA") between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the "Facility") located in Tioga County, New York, and Bradford County, Pennsylvania.

**RECITALS**

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission ("FERC") has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the "FERC Order"), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

1. **Effective Date**. This Amendment shall be effective as of the effective date of the FWSA.

2. **Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase "or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement," immediately following the phrase "at a Reservation rate less than Customer's Reservation rate,"; and

(2) by striking the phrase "and/or to provide the more favorable terms and conditions of service, if any," immediately following the phrase "to reduce Customer's Reservation rate to equal such lower Reservation rate, if any,".

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CENTRAL HUDSON GAS AND ELECTRIC CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

Central Hudson Gas and Electric Corp  
284 South Avenue  
Poughkeepsie, New York 12601

Attn: Diane Seitz - Manager Energy Resources  
Vito Cracchiolo - Fuels Buyer / Trader

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Dear Diane / Vito:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights via displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (i.e., \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and energize the high voltage power within the next few weeks.

We value Central Hudson's business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**CENTRAL HUDSON GAS AND ELECTRIC CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

8.3 - RESERVED FOR FUTURE USE

8.4 SOUTHWESTERN ENERGY SERVICES COMPANY FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_ day of July 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and Southwestern Energy Services Company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ"), plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II

POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.

4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

#### ARTICLE III

##### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of five (5) years (the "Primary Term"), commencing on the first day of the first month following at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

#### ARTICLE IV

##### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise

to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer -

- (a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or
- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (402) 619 - 5228

Customer: Southwestern Energy Services Company  
2350 N Sam Houston Pkwy E, Suite 125  
Houston, TX 77032

Attention: Manager, Marketing & Transportation  
Facsimile: (281) 618-7386

ARTICLE VI

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**Southwestern Energy Services Company**  
(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

Southwestern Energy Services Company (Customer)

Dated March 30<sup>th</sup>, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 40,000 Dth
- II. PRIMARY POINT OF RECEIPT  
ALL 40,000 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral,  
and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 40,000 Dth of Primary  
Receipt Point Capacity at each Point of  
Receipt.
- III. PRIMARY POINT OF DELIVERY  
ALL 40,000 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 40,000 Dth of Primary  
Delivery Point Capacity at each Point of  
Delivery.

IV. Customer shall have the right to segment its capacity pursuant to Seller's FERC Gas Tariff as proposed in Seller's tariff filing in Docket CP10-194-000.

V. RATES AND CHARGES

Firm Wheeling Reservation Rate \$3.65/dth of MDFWQ per month  
 Recourse Rate (Check if applicable)

Firm Wheeling Commodity Rate \$0.00/dth  
 Recourse Rate (Check if applicable)



**AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT**

This Amendment, dated this \_\_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** ("Seller") and **Southwestern Energy Services Company** ("Customer") to amend that certain Firm Wheeling Service Agreement (the "FWSA") between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the "Facility") located in Tioga County, New York, and Bradford County, Pennsylvania.

**RECITALS**

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission ("FERC") has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the "FERC Order"), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

1. **Effective Date**. This Amendment shall be effective as of the effective date of the FWSA.

2. **Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase "or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement," immediately following the phrase "at a Reservation rate less than Customer's Reservation rate,"; and

(2) by striking the phrase "and/or to provide the more favorable terms and conditions of service, if any," immediately following the phrase "to reduce Customer's Reservation rate to equal such lower Reservation rate, if any,".

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**SOUTHWESTERN ENERGY SERVICES COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

Southwestern Energy Services Company  
2350 N. Sam Houston Parkway East, Suite 125  
Houston, TX 77032

Attn: Jason Kurtz - Manager, Marketing & Transportation  
David Talley - Senior Marketing Representative

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Jason / David:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights via displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (i.e., \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and

energize the high voltage power within the next few weeks.

We value Southwestern's business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**SOUTHWESTERN ENERGY SERVICES COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESERVED FOR FUTURE USE

8.6 MMGS INC. FWS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_ day of \_\_\_\_\_ 2011, by and between Central New York Oil And Gas Company, LLC, a New York limited liability company, hereinafter referred to as "Seller," and MMGS INC., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Wheeling Service ("FWS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available to provide Firm Wheeling Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I

WHEELING SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Wheeling Quantity ("MDFWQ"), plus Seller's Wheeling Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Wheeling Service for daily quantities in excess of the Customer's Maximum Daily Firm Wheeling Quantity if Seller can do so without adverse effect on Seller's operations or Seller's ability to meet all higher priority obligations.

ARTICLE II

POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Wheeling Fuel and Lost and Unaccounted for Gas quantity, as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Wheeling Quantity, plus Seller's applicable Wheeling Fuel and Lost and Unaccounted for Gas quantity.
2. Seller shall wheel Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.

4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

#### ARTICLE III

##### TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term of sixty (60) months (the "Primary Term"), commencing on the first day of the first month following completion of construction of the facilities and at least thirty (30) days written notice from Seller to Customer of the scheduled in-service date of the facilities of Seller required to provide FWS, or if commencement of FWS is delayed beyond such scheduled in-service date, from the first day of the first calendar month thereafter following at least seven (7) days written notice from Seller to Customer that the facilities of Seller required to provide FWS are completed and in service.
2. Customer shall have the one-time unilateral right, exercisable by written notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed in this Agreement, with respect to all or any portion of Customer's MDFWQ for a period of not less than one (1) year and not more than sixty (60) months which shall begin on the first day immediately following the expiration of the Primary Term.

#### ARTICLE IV

##### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FWS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FWS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right

to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

In consideration of Customer's reservation of capacity supporting the Firm Wheeling Facilities, Seller agrees that if, prior to and up to five (5) years after the In-Service Date of the Firm Wheeling Facilities, Seller enters into an FWS Agreement (excluding interim FWS service authorized under Seller's Tariff) with any other FWS customer -

(a) for an MDFWQ of Firm Wheeling Service equal to or less than the MDFWQ of this FWS Agreement, or

- (b) for a term equal to or less than the term of this FWS Agreement, at a Reservation rate less than Customer's Reservation rate, or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement, Seller shall notify Customer in writing within five (5) Business Days. Unless Customer notifies Seller in writing within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise this FWS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate, if any, and/or to provide the more favorable terms and conditions of service, if any, effective as of the date of such FWS Agreement with such other FWS customer.

ARTICLE V

NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: (913) 319 - 8082

Customer: Greg Jallans  
Manager - Transportation

MMGS INC  
9 Greenway Plaza, Suite 1250  
Houston, TX 77046-0900

Phone: 713-960-7883  
Fax: 713-960-0247

E-mail: g.jallans@mitsui-ep.com

ARTICLE VI

INCORPORATION BY REFERENCE

The provisions of Rate Schedule FWS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rates Schedule FWS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FWS and the GT&C.

ARTICLE VII

MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N.A.  
Released Contract No.: N.A.
3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR IN SELLER'S FERC GAS TARIFF (OTHER THAN SECTION 16.7 OF THE GENERAL TERMS AND CONDITIONS THEREOF PERTAINING TO REMEDIES FOR FAILURE TO COMPLY WITH AN OFO) AND SECTIONS 9 AND 11 OF THE FWS RATE SCHEDULE (PERTAINING TO SCHEDULING AND IMBALANCE PENALTIES), NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES FOR MATTERS ARISING OUT OF OR IN CONNECTION WITH SERVICE UNDER THE FWS RATE SCHEDULE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**MMGS INC.**

(Customer)

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FWS Agreement between  
Central New York Oil And Gas Company, LLC (Seller)  
and

MMGS INC., (Customer)

Dated \_\_\_\_\_, 2011

- I. MAXIMUM DAILY FIRM WHEELING QUANTITY: 24,375 Dth
- II. PRIMARY POINT OF RECEIPT  
ALL 24,375 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline,  
(e) the Angelina Gathering Company's Receipt Point on the South Lateral,  
and  
(f) any other receipt point on the North or South Lateral  
Customer has up to 24,375 Dth of Primary  
Receipt Point Capacity at each Point of  
Receipt.
- III. PRIMARY POINT OF DELIVERY  
ALL 24,375 Dth  
Includes:  
(a) Tennessee Gas Pipeline,  
(b) Stagecoach Gas Storage,  
(c) CNYOG's MARC I Hub Line (Proposed),  
(d) Millennium Pipeline, and  
(e) any other delivery point on the North or South Lateral  
Customer has up to 24,375 Dth of Primary  
Delivery Point Capacity at each Point of  
Delivery.
- IV. RATES AND CHARGES
- |                                      |  |
|--------------------------------------|--|
| Firm Wheeling Reservation Rate       | \$3.65/dth of MDFWQ per Month                                |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Commodity Rate         | \$0.00/dth   |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |
| Firm Wheeling Overrun Commodity Rate | \$0.00/dth   |
|                                      | <input type="checkbox"/> Recourse Rate (Check if applicable) |

Seller's Wheeling Use

\$0.035/dth and 0.1%

Recourse Rate (Check if

applicable)

Shipper agrees to pay and/or provide Fuel and Lost and Unaccounted for Gas (a) in the amounts specified as "Seller's Wheeling Use" for the first sixty (60) months of the FWS Service Agreement (the "Initial Fuel/GLU Rate"); and (b) thereafter, the Initial Fuel/GLU Rate, except during periods in which Service Provider has received FERC approval to implement either (1) a fully reconciling tracker (*i.e.*, reconciling for either over- and under-collections) for the determination of its Fuel and Lost and Unaccounted for Gas charges, or (2) fixed rates for Fuel and Lost and Unaccounted for Gas which are based on Service Provider's actual requirements; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Fuel/GLU Rate during any period in which the Initial Fuel/GLU Rate is in effect.

V. ADDITIONAL CHARGES

Customer shall be responsible for (1) all applicable governmental taxes set forth in the General Terms and Conditions of Service Provider's FERC Gas Tariff, (2) the Annual Charge Adjustment ("ACA") approved by FERC, and (3) any other additional authorized charges or surcharges applicable under the Tariff which Seller has implemented as a result of a requirement to implement a surcharge of general applicability imposed by FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge. Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm service from Seller under Rate Schedule FWS.

The rates specified above shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Wheeling Quantity.

**AMENDMENT TO FIRM WHEELING SERVICE AGREEMENT**

This Amendment, dated this \_\_\_\_ day of October 2011, evidences the agreement of **Central New York Oil And Gas Company, LLC** ("Seller") and **MMGS INC.** ("Customer") to amend that certain Firm Wheeling Service Agreement (the "FWSA") between Seller and Customer providing for Firm Wheeling Service on the Stagecoach Storage Facility (the "Facility") located in Tioga County, New York, and Bradford County, Pennsylvania.

**RECITALS**

**WHEREAS**, Seller owns and operates the Facility;

**WHEREAS**, Customer and Seller have executed the FWSA pursuant to which Seller has contracted to provide Firm Wheeling Service for Customer;

**WHEREAS**, the Federal Energy Regulatory Commission ("FERC") has issued a certificate of public convenience and necessity under section 7(c) of the Natural Gas Act in FERC Docket No. CP10-194-000 authorizing Seller to provide Firm Wheeling Service for Customer through the Facility;

**WHEREAS**, in an Order issued on September 29, 2011, *Central New York Oil And Natural Gas Company, LLC*, 136 FERC ¶ 61,224 at PP 8 & 10 (Sept. 29, 2011) (the "FERC Order"), a copy of which is attached as Exhibit A, the FERC rejected certain language in Section 3 of Article IV of the FWSA and ordered Seller to delete the rejected language;

**WHEREAS**, Customer and Seller desire to amend the FWSA to comply with the FERC Order.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound, Seller and Customer agree as follows:

1. **Effective Date**. This Amendment shall be effective as of the effective date of the FWSA.

2. **Amendment to FWSA.**

(a) Section 3 of Article IV of the FWSA is amended:

(1) by striking the phrase "or with terms and conditions materially more favorable to such other FWS customer than those otherwise set forth in this FWS Agreement," immediately following the phrase "at a Reservation rate less than Customer's Reservation rate,"; and

(2) by striking the phrase "and/or to provide the more favorable terms and conditions of service, if any," immediately following the phrase "to reduce Customer's Reservation rate to equal such lower Reservation rate, if any,".

(b) Except as expressly amended hereby, the terms and conditions of the FWSA shall remain in full force and effect.

**3. Entire Agreement; Amendment.** This Amendment constitutes the entire agreement and understanding between the Parties with respect to the matters covered by this Amendment, and supersedes all prior agreements and understandings with respect thereto, and may be amended, restated or supplemented only by written agreement of the Parties.

**4. Multiple Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF,** and with the intent to be legally bound, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives to be effective as of the date specified herein.

**CENTRAL NEW YORK OIL AND GAS COMPANY, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MMGS INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

October 24, 2011

MMGS Inc.  
9 Greenway Plaza, Suite 1250  
Houston, TX 77046-0900

Attn: Greg Jallans - Marketing and Transportation Manager

Re: Revised North-South Project Scheduled In-Service Notice  
Interim Service Negotiated Rate Agreement

Dear Greg:

By letter dated September 28, 2011, per Sections 3(b) and 7(c) of the North-South Precedent Agreement, CNYOG notified you that the North-South Project would be placed into service on October 30, 2011. Although we continue to expect the South Compressor Station (NS-2) to be placed into service on October 30, 2011, the North Compressor Station (NS-1) will not be placed into service until mid-November due to continued unavailability of high voltage electrical power at this location.

Under current operating conditions, NS-2 is capable of transporting all the FWS volumes (up to each Shipper's Maximum Daily Firm Wheeling Quantity ("MDFWQ")) north to Millennium or south to TGP. CNYOG anticipates net physical flows north over the next month and expects to be able to accommodate most of Shipper's segmentation rights via displacement to transport gas south to TGP.

Starting on November 1, 2011, or as soon thereafter as CNYOG has received authorization from the FERC to place (NS-2) into service and to commence providing Firm Wheeling Service, to the extent operationally feasible CNYOG proposes to transport FWS Shippers' volumes on a firm basis, up to each Shipper's MDFWQ. CNYOG proposes to charge a purely volumetric rate for this interim service equal to the 100% load-factor equivalent of the negotiated firm reservation rate under your FWS Agreement (i.e., \$0.12 /dth), plus fuel of \$0.035 /dth and 0.1% lost and unaccounted for gas as provided in your FWSA.

To the extent operationally feasible, CNYOG will provide full segmentation rights, as provided in your FWSA, to this interim service. This interim service will remain in effect until CNYOG receives authorization from the FERC to place NS-1 into service; thereafter, full FWS will commence following satisfaction by CNYOG of the notification requirements of your Precedent Agreement and the terms of your FWSA.

When countersigned by you, this Letter Agreement shall constitute an amendment to the terms of your Negotiated Rate Agreement with CNYOG for FWS.

We apologize for this delay and hope to resolve the situation as soon as possible. We have been informed by the electric provider that it expects to receive and install the control equipment necessary to commission and energize the high voltage power within the next few weeks.

We value MMGS' business and its commitment to this project. If you have any questions, please give me call at (720) 279 - 6344.

Ron E. Happach

Vice President, Commercial Operations  
Central New York Oil And Gas Company, LLC  
Two Brush Creek Boulevard, Suite 200  
Kansas City, Missouri 64112

**AGREED TO AND ACCEPTED:**

**MMGS INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.7 EQT ENERGY, LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C, a New York limited liability company, hereinafter referred to as "Seller," and Anadarko Energy Services Company, hereinafter referred to as "Customer."

### W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

### ARTICLE I TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

### ARTICLE II POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's

- Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
  3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

### ARTICLE III TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

### ARTICLE IV RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for

any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

#### ARTICLE V NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (*e.g.*, FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Anadarko Energy Services Company  
1201 Lake Robbins Dr.  
The Woodlands, TX 77380

Attn: Manager Transportation  
Facsimile: (832) 636-0388

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

#### ARTICLE VII MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto

effective \_\_\_\_\_: None

2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company, L.L.C.**

By \_\_\_\_\_

Its \_\_\_\_\_

**Anadarko Energy Services Company**

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

Anadarko Energy Services Company (Customer)

Dated December 27, 2011

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 151, 875 dth

II. POINT OF RECEIPT

ALL

151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 151, 875 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY

ALL

151, 875 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 151, 875 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate	
Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V.     **ADDITIONAL CHARGES** - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI.    **ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:**

1.     If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

    (a)     for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

### AMENDMENT NO. 1 TO MARC I FTS SERVICE AGREEMENT

Stagecoach Pipeline & Storage Company LLC (f/k/a Central New York Oil & Gas Company, LLC) (“**Stagecoach**”) and Alta Energy Marketing LLC (“**Alta**”), as successor-in-interest to Anadarko Energy Services Company (“**Anadarko**”), are parties to that certain MARC I FTS Service Agreement #FTS-AES-0002, dated December 27, 2011 (“**Agreement**”). For purposes of this Amendment No. 1, Stagecoach and Alta may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

**WHEREAS**, there exists the above-referenced Agreement for the provision of Firm Transportation Service pursuant to Rate Schedule MARC I FTS of Stagecoach’s FERC Gas Tariff;

**WHEREAS**, pursuant to that certain Consent to Assignment and Release Agreement, dated March 1, 2017, between Stagecoach, Alta, and Anadarko, the Agreement was assigned from Anadarko to Alta effective as of July 1, 2017;

**WHEREAS**, the Parties now wish to amend the Agreement to (i) replace all references to Anadarko in the Agreement with appropriate references to Alta; and (ii) update the contract number of the Agreement;

**NOW THEREFORE**, in consideration of the mutual benefits to be obtained herefrom, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective as of July 1, 2017, throughout the Agreement:
  - a. All long-form references to “Anadarko Energy Services Company” shall be deleted and replaced with references to “Alta Energy Marketing LLC”; and
  - b. All short-form references to “Anadarko” or “AES” or any other comparable short-form references to Anadarko Energy Services Company shall be deleted and replaced with references to “Alta”.
2. Effective as of July 1, 2017, throughout the Agreement, all references to a contract number for the Agreement, specifically including #FTS-AES-0002 and any other comparable numbering conventions, shall be deleted and replaced with #FTS-ALTA-0002.
3. This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement.
4. Except as modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties signify their agreement by signature below.

**AGREED AND ACCEPTED:**

**ALTA ENERGY MARKETING LLC**

**STAGECOACH PIPELINE &  
STORAGE COMPANY LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:47 PM 07/28/2021  
FILED 01:47 PM 07/28/2021  
SR 20212824942 – File Number 5662006

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC LIMITED LIABILITY COMPANIES**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger.

FIRST: The name of the surviving limited liability company is EQT Energy, LLC, a Delaware limited liability company.

SECOND: The name of the limited liability company being merged into the surviving limited liability company is Alta Energy Marketing, LLC.

THIRD: The agreement of merger has been approved, adopted and executed by each of the constituent limited liability companies.

FOURTH: The name of the surviving limited liability company is EQT Energy, LLC.

FIFTH: The merger is to become effective on August 1, 2021 at 10:00 a.m. Eastern Time.

SIXTH: The executed agreement of merger is on file at 625 Liberty Avenue, Suite 1700, Pittsburgh, PA 15222, a place of business of the surviving limited liability company.

SEVENTH: A copy of the agreement of merger will be furnished by the surviving limited liability company, on request and without cost, to any member of the constituent limited liability companies.

[Signature Page Follows]

**IN WITNESS WHEREOF**, said surviving limited liability company has caused this certificate to be signed by an authorized officer, this 28 day of July, 2021.

EQT Energy, LLC

By: /s/ Keith Shoemaker

Name: Keith Shoemaker

Title: Vice President (Authorized Officer)

[Signature page to Alta Energy Marketing, LLC – EQT Energy, LLC  
Certificate of Merger (DE)]

8.8 CHESAPEAKE ENERGY MARKETING LLC MARC I FTS SERVICE AGREEMENT

**FIRM TRANSPORTATION SERVICE AGREEMENT**

(For Use Under Seller's Rate Schedule MARC I FTS)

THIS AGREEMENT entered into as of the 14th day of December 2020, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Chesapeake Energy Marketing LLC, hereinafter referred to as "Customer."

**W I T N E S S E T H**

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

**ARTICLE I  
TRANSPORTATION SERVICE**

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

**ARTICLE II  
POINTS OF RECEIPT/DELIVERY**

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum

Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

**ARTICLE III  
TERM OF AGREEMENT**

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of twenty-three (23) months, commencing January 1, 2021.

**ARTICLE IV  
RATE SCHEDULE AND CHARGES**

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

**ARTICLE V**

**NOTICE**

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC

811 Main Street  
Suite 3400  
Houston, Texas 77002  
Attention: Commercial Operations  
Facsimile: 832-519-2250  
E-mail: wes.deskin@crestwoodlp.com

Customer: Chesapeake Energy Marketing, L.L.C.  
6100 N. Western Avenue  
Oklahoma City, Oklahoma 73118  
Attention: Customer Administration  
Email: Contract Admin@chk.com

**ARTICLE VI  
INCORPORATION BY REFERENCE**

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

**ARTICLE VII  
MISCELLANEOUS**

1. This Agreement supersedes and cancels the following contract between the parties hereto effective as of January 1, 2021: Agreement Number FTS-CHK-0004, dated December 16, 2011.
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

Releasing Customer: N/A

Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Stagecoach Pipeline & Storage Company LLC**

By \_\_\_\_\_

Its \_\_\_\_\_

**Chesapeake Energy Marketing LLC**  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
FT Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and

Chesapeake Energy Marketing LLC (Customer)

Dated January 1, 2021

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 140,000 dth
- II. POINT OF RECEIPT 140,000 dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco  
(d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 140,000 dth of Primary Receipt Point Capacity at each Point of Receipt.

- III. POINT OF DELIVERY 140,000 dth  
ALL  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco

Customer has up to 140,000 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

- MARC I Monthly Firm Transportation Reservation Rate  
Negotiated Rate: \$5.4786/dth of MDFTQ per Month  
Recourse Rate Not Applicable (Initial)
- MARC I Firm Transportation Commodity Rate  
Negotiated Rate: \$Not Applicable/dth  
Recourse Rate \_\_\_\_\_ (Initial)
- MARC I Firm Transportation Overrun Commodity Rate  
Negotiated Rate: \$Not Applicable/dth  
Recourse Rate \_\_\_\_\_ (Initial)
- Seller's Transportation Use  
Negotiated Rate: \$Not Applicable/dth and Not Applicable%

Recourse Rate \_\_\_\_\_ (Initial)

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5.5.5 of Rate Schedule MARC I FTS

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

A. **Creditworthiness Requirements.** In addition to meeting the credit standards of Seller's Tariff, Customer must satisfy the requirements specified in this Article VI (the "Creditworthiness Requirements") until the end of the Security Period.

1. For purposes of this Article VI, the following terms shall have meanings assigned below:
  - a. "Business Day" means any day other than a Saturday, Sunday, or day on which the banks in New York City, New York, are permitted or required to be closed.
  - b. "Credit Rating" means the rating then assigned to Customer's unsecured, senior long-term debt obligations (not supported by third-party credit enhancements) by S&P, Moody's or any other rating agency agreed by the Parties.

- c. "Investment Grade Credit Rating" means a Credit Rating of at least BBB- by S&P or Baa3 by Moody's, or any equivalent Credit Rating by any other rating agency agreed upon by the Parties; provided, however, that in the event an entity has a Credit Rating from more than one such agency, such entity shall be deemed to have an Investment Grade Credit Rating only if all such Credit Ratings are Investment Grade Credit Ratings.
- d. "Qualified Institution" means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with a Credit Rating of at least (i) A- by S&P and A3 by Moody's, if such entity is rated by both S&P and Moody's, or (ii) A- by S&P or A3 by Moody's, if such entity is rated by either S&P or Moody's but not both, and having a capital surplus of at least \$1,000,000,000.
- e. "Security Amount" shall mean, during each period of time specified below, an amount equal to the reservation charges under this Agreement payable in respect of the MDFTQ for the number of months of service specified below for such period of time (rounded upwards to the nearest \$100,000):

<u>Begin Date</u>	<u>End Date</u>	<u>Number of Months</u>
December 1, 2020	January 31, 2022	12
February 1, 2022	February 28, 2022	11
March 1, 2022	March 31, 2022	10
April 1, 2022	April 30, 2022	9
May 1, 2022	May 31, 2022	8
June 1, 2022	June 30, 2022	7
July 1, 2022	July 31, 2022	6
August 1, 2022	August 31, 2022	5
September 1, 2022	September 30, 2022	4

- f. "Security Period" shall mean the period commencing on December 1, 2020, and ending on September 30, 2022.
2. Customer shall be deemed to satisfy the Creditworthiness Requirements if:
- a. Customer -
    - i. Maintains an Investment Grade Credit Rating or
    - ii. Is unrated or does not have an Investment Grade Credit Rating but is nevertheless determined by Seller to be creditworthy; and



Customer may, at any time, substitute one form of Security ("Substitute Security") for the then outstanding Security ("Original Security"), and Seller shall return to Customer the Original Security within two (2) Business Days of its receipt of the Substitute Security. Customer hereby grants to Seller a present and continuing security interest in and to, and a general first lien upon and right of set off against, any and all Security which has been or may in the future be transferred to, or received by, Seller and/or a Qualified Institution (in the case of cash deposited pursuant to Article VI, Section A(4)), and all dividends, interest, and other proceeds from time to time received, receivable, or otherwise distributed in respect of, or in exchange for, any or all of the foregoing, and Customer agrees to take such action as Seller reasonably requests in order to perfect Seller's continuing security interest in, and lien on (and right of setoff against), such Security.

4. If Customer chooses at any time to satisfy these Creditworthiness Requirements by delivering cash, such cash shall be deposited and held in escrow in a segregated, safekeeping or custody account (the "Collateral Account") established and owned by Customer at a Qualified Institution selected by Seller and approved by Customer (which approval shall not be unreasonably withheld). The terms of control of such account and other agreements as are necessary or appropriate to perfect and protect the security interest of Seller in the Security pursuant to Section 9-314 of the Uniform Commercial Code or otherwise shall be subject to the reasonable approval of Seller. The Qualified Institution shall serve as custodian with respect to the cash and other property in the Collateral Account, and shall hold such cash in accordance with the terms of this Agreement and the applicable account control agreements. The Qualified Institution holding the cash will pay interest to Customer after the end of each calendar quarter in accordance with such agreements. Seller shall have no responsibility for any losses resulting from such Collateral Account in accordance with such agreements.
5. All costs of any Letter of Credit provided on behalf of Customer hereunder shall be borne by Customer, except any other costs, if any, incurred by the Seller are for Seller's account. Customer shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit. If the Qualified Institution that issued an outstanding Letter of Credit has indicated an intent not to renew such Letter of Credit, Customer shall provide substitute Security for the benefit of Seller in accordance with Article VI, Section A(3) at least twenty (20) Business Days prior to the expiration of the outstanding Letter of Credit. If a Qualified Institution issuing a Letter of Credit shall fail to honor Seller's properly documented request to draw on such Letter of Credit, Customer shall, as soon as practical and in no event later than five (5) Business Days after such refusal, provide substitute Security for

the benefit of Seller in accordance with Article VI, Section A(3).

6. Upon or at any time after the occurrence and continuation of a Default (which shall include Customer's failure to timely provide or replace Security hereunder), and without limiting Customer's obligations to Seller or Seller's rights and remedies hereunder, Seller may draw on the entire, undrawn portion of any outstanding guaranty, Letter of Credit, or Collateral Account by submitting to the entity issuing such guaranty or Letter of Credit or the institution at which such Collateral Account is maintained, as applicable, one or more certificates specifying that such Default has occurred and is continuing. Cash proceeds received from drawing upon a guaranty, Letter of Credit or Collateral Account shall be deemed security for Customer's obligations to Seller and Seller shall have rights and remedies set forth in Article VI, Section A(7) herein with respect to such cash proceeds.
7. In the event of a default by Customer under this Article VI, Seller may, in its sole discretion, exercise any one or more rights and remedies provided in this Agreement or otherwise available under applicable law, including but not limited to:
  - a. All rights and remedies available to a secured party pursuant to Section 9-314 of the Uniform Commercial Code in New York, and other applicable laws with respect to Security held by or for the benefit of the Seller;
  - b. The right to set off any Security held by or for the benefit of Seller against and in satisfaction of any amount payable by the Customer in respect of any of its obligations under this Agreement; and/or
  - c. The right to demand payment under any outstanding guaranty or draw on any outstanding Letter of Credit issued for the benefit of the Seller.
  - d. Another form of security reasonably acceptable to Seller

Seller shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. No failure on the part of the Seller to exercise, and no delay in exercising, any right or remedy shall operate as a waiver thereof. A waiver by Seller or any right or remedy on any occasion shall not be construed as a bar to any right or remedy which the Seller would otherwise have on any other occasion. Each and every right and remedy granted to the Seller hereunder or allowed it by law or other agreement shall be cumulative and not exclusive of any other remedy. Recourse with respect to Customer's obligations is not limited to Security provided hereunder or to any other collateral or proceeds thereof, and the Customer shall in all events remain liable to

Seller for any amount payable in respect of any of its obligations that remain unpaid after the applicable of any such Security. The satisfaction by Customer of the Creditworthiness Requirements described herein shall in no way affect Seller's right to seek damages or other remedies under this Agreement.

8. Within five (5) Business Days after termination of the Security Period or Customer satisfying the requirements of Article VI, Section A(2), Seller shall return to Customer the amount of any Security then remaining hereunder.
9. Customer's satisfaction of the requirements of this Article VI also shall establish Customer's creditworthiness for any Operational Balancing Agreement or Predetermined Allocation Agreement entered into by Customer and Seller.
10. Notwithstanding any contrary provision of this Agreement, this Article VI, Section A of this Agreement shall survive the termination of this Agreement, and shall continue in effect until the expiration of the Security Period.
11. Effective as of December 1, 2020, Section 10 of that certain Precedent Agreement Between Central New York Oil and Gas Company, LLC and Chesapeake Energy Marketing, Inc. for MARC I - Firm Transportation Service, dated July 1, 2010, shall be canceled and superseded by the Creditworthiness Requirements set forth in this Article VI.

8.9 MMGS INC. MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and MMGS INC., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

basis from the Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the

applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: MMGS INC.  
9 Greenway Plaza, Suite 1250  
Houston, TX 77046-0900

Attention: Greg Jallans, Manager - Transportation  
Phone: 713-960-7883  
Fax: 713-960-0247  
E-mail: g.jallans@mitsui-ep.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company,  
L.L.C.**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**MMGS INC.**

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

MMGS INC. (Customer)

Dated December 30, 2011

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 73,125 dth
- II. POINT OF RECEIPT  
ALL 73,125 dth  
Includes:  
(a) Tennessee Gas Pipeline  
(TGP)  
(b) Stagecoach Gas Storage - South  
Lateral  
(c) Transco  
(d) Any Points of Receipt on the  
MARC I Hub Line between Transco  
and TGP

Customer has up to 73,125 dth of Primary  
Receipt Point Capacity at each Point of  
Receipt.

- III. POINT OF DELIVERY  
ALL 73,125 dth  
Includes:  
(a) Tennessee Gas Pipeline  
(TGP)  
(b) Stagecoach Gas Storage - South  
Lateral  
(c) Transco

Customer has up to 73,125 dth of Primary  
Delivery Point Capacity at each Point of  
Delivery.

In addition, Customer has secondary point  
capacity rights to any Points of Delivery added  
to the MARC I Hub Line between Transco and TGP  
at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise

its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

8.10 STATOIL NATURAL GAS LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of December 2011, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Statoil Natural Gas LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

basis from the Point of Receipt to the Point of Delivery.

3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of ten (10) years, commencing on the In-Service Date, which shall be the first day of the month following Seller's notification, with at least thirty (30) days prior notice, that Seller's MARC I Facilities required to provide Firm Transportation Service are completed and in service; provided, absent the written consent of Customer, the Primary Term shall not commence prior to July 1, 2012.
2. Seller shall provide Customer with notice no more than sixteen (16) months and no less than fourteen (14) months prior to the expiration of the Primary Term and each rollover period (the "Expiration Notice"). Customer shall have a one-time unilateral right, exercisable by notice to Seller at any time not less than twelve (12) months before the end of the Primary Term, to extend the term of this Agreement, including the rates assessed hereunder, with respect to all or any portion of the MDFTQ, for an initial rollover period of five (5) years commencing on the first day immediately following the expiration of the Primary Term. Provided Customer has extended this Agreement pursuant to said rollover right, this Agreement shall thereafter remain in effect for additional five (5) year periods, which shall commence on the first day immediately following the expiration of the preceding five (5) year period, at the lower of Customer's negotiated rate in effect during the Primary Term or at a negotiated rate equal to the recourse rate in effect on the first day of such period. Customer may terminate this Agreement by giving notice to Seller at any time not less than twelve (12) months before the end of the rollover period then in effect. Customer's time period for (a) extending the term of this Agreement at the end of the Primary Term, or (b) terminating this Agreement at the end of any rollover period, shall be extended, on a day-for-day basis, if Seller fails to provide the Expiration Notice on a timely basis.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the

applicable information as follows, which shall be utilized for transactions hereunder:

- (a) Rates and Charges
- (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

Customer agrees to pay and/or provide fuel, lost and unaccounted for gas, and electric power charges ("Seller's Transportation Use")

(1) in the amounts specified in Exhibit A hereto for the first sixty (60) months of the Primary Term (the "Initial Transportation Use Rate"); and

(2) thereafter, the Initial Transportation Use Rate, except during periods in which Seller has received FERC approval to implement either -

(A) a fully reconciling tracker (*i.e.*, reconciling for both over- and under-collections) for the determination of Seller's Transportation Use, or

(B) fixed rates for Seller's Transportation Use which are based on Seller's actual requirements, as determined based on Seller's actual or projected experience, for a period commencing no earlier than after the first forty-eight (48) months of the Primary Term; provided, that neither Party shall have any right to recover any over- or under-collections that may result under the Initial Transportation Use Rate during any period in which the Initial Transportation Use Rate is in effect; provided, in the event that Seller installs incremental compression beyond the compression specified in the Certificate Application ("Incremental Compression"), then the rates for Seller's Transportation Use for any periods during the Primary Term in which the Initial Transportation Use Rate is no longer in effect shall not exceed 1.4 times the Initial Transportation Use Rate.

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Statoil Natural Gas LLC  
1055 Washington Blvd., 7th Floor  
Stamford, Conn. 06901

Attention: President (with copy to General Counsel)  
Phone: 203-978-6900  
Fax: 203-978-6952  
e-mail: contracts@statoil.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

**Central New York Oil And Gas Company,  
L.L.C.**

By \_\_\_\_\_

Its  
\_\_\_\_\_

**Statoil Natural Gas LLC**

By \_\_\_\_\_

Its  
\_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between

Central New York Oil And Gas Company, L.L.C. (Seller)

and

Statoil Natural Gas LLC (Customer)

Dated December 29, 2011

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 72,818 dth
- II. POINT OF RECEIPT  
ALL 72,818 dth  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco  
(d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 72,818 dth of Primary Receipt Point Capacity at each Point of Receipt.

- III. POINT OF DELIVERY  
ALL 72,818 dth  
Includes:  
(a) Tennessee Gas Pipeline (TGP)  
(b) Stagecoach Gas Storage - South Lateral  
(c) Transco

Customer has up to 72,818 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate

Negotiated Rate:	\$5.844/dth of MDFTQ per Month
MARC I Firm Transportation Commodity Rate	
Negotiated Rate:	\$0.00/dth
MARC I Firm Transportation Overrun Commodity Rate	
Negotiated Rate:	\$0.192/dth
Seller's Transportation Use	
Negotiated Rate:	\$0.035/dth and 0.10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

1. If, prior to and up to five years after the In-Service Date of the MARC I Hub Line, Seller enters into an FTSA (excluding Interim FTS Service authorized under Seller's Tariff) with any other FTS shipper -

(a) for a Maximum Daily Firm Transportation Quantity ("MDFTQ") of Firm Transportation Service equal to or less than Customer's MDFTQ, or

(b) for a term equal to or less than the term of Customer's FTS Agreement,

at a Reservation rate less than Customer's Reservation rate, Seller shall notify Customer within five (5) Business Days, and, unless Customer notifies Seller within five (5) Business Days that Customer does not want to revise

its rates or terms and conditions of service, then Seller will revise Customer's FTS Agreement to reduce Customer's Reservation rate to equal such lower Reservation rate effective as of the date of such FTS Agreement with such other FTS shipper. This paragraph shall not apply to the first 100,000 Dth/Day of firm transportation capacity sold by Seller on the MARC I Hub Line.

9.0 NEGOTIATED RATE SERVICE AGREEMENTS

This section contains all current negotiated rate service agreements.

9.1 CHIEF OIL & GAS LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Chief Oil & Gas LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

- basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of 97 months, commencing November 1, 2014.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by

sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Chief Oil & Gas LLC  
5956 Sherry Lane, Suite 1500  
Dallas, Texas 75225

Main number: 214-265-9590

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil And Gas Company, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Chief Oil & Gas LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
FT Service Agreement between  
Central New York Oil and Gas Company, L.L.C. (Seller)  
and

Chief Oil & Gas LLC (Customer)

Dated \_\_\_\_\_, \_\_\_\_\_

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 6700 dth

II. POINT OF RECEIPT  
ALL 6700 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 6700 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY  
ALL 6700 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 6700 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate  
Negotiated Rate: \$5.844/dth of MDFTQ per Month

MARC I Firm Transportation Commodity Rate  
Negotiated Rate: \$0.00/dth

MARC I Firm Transportation Overrun Commodity Rate  
Negotiated Rate: \$.192/dth

Seller's Transportation Use  
Negotiated Rate: \$ .035/dth and .10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

9.2 TUG HILL MARCELLUS, LLC MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Tug Hill Marcellus, LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

- basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of 97 months, commencing November 1, 2014.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by

sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil and Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Tug Hill Marcellus, LLC  
550 Bailey Avenue, Suite 510  
Fort Worth, TX 76107

Main number: 817-632-3400

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil And Gas Company, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Tug Hill Marcellus, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
FT Service Agreement between  
Central New York Oil and Gas Company, L.L.C. (Seller)  
and

Tug Hill Marcellus ,LLC (Customer)

Dated \_\_\_\_\_, \_\_\_\_\_

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 1700 dth

II. POINT OF RECEIPT  
ALL 1700 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 1700 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY  
ALL 1700 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 1700 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate  
Negotiated Rate: \$5.844/dth of MDFTQ per Month

MARC I Firm Transportation Commodity Rate  
Negotiated Rate: \$0.00/dth

MARC I Firm Transportation Overrun Commodity Rate  
Negotiated Rate: \$.192/dth

Seller's Transportation Use  
Negotiated Rate: \$ .035/dth and .10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

9.3 ENERPLUS RESOURCES (USA) CORPORATION MARC I FTS SERVICE AGREEMENT

THIS AGREEMENT entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Enerplus Resources (USA) Corporation, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities ("MARC I FTS") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all higher priority obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm

- basis from the Point of Receipt to the Point of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term of 97 months, commencing November 1, 2014.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule MARC I FTS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, Original Volume No. 1, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule MARC I FTS or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by

sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil and Gas Company, LLC  
Two Brush Creek Blvd., Suite 200  
Kansas City, MO 64112

Attention: Commercial Operations  
Facsimile: 402-619-5228

Customer: Enerplus Resources (USA) Corporation  
950 17th St #2200  
Denver, CO 80202

Main number: 720-279-5500

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule MARC I FTS and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff, Original Volume No. 1, are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule MARC I FTS or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule MARC I FTS and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil and Gas Company, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Enerplus Resources (USA) Corporation

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"

to

FT Service Agreement between  
Central New York Oil and Gas Company, L.L.C. (Seller)  
and

Enerplus Resources (USA) Corporation (Customer)

Dated \_\_\_\_\_, \_\_\_\_\_

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 3600 dth

II. POINT OF RECEIPT  
ALL 3600 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco
- (d) Any Points of Receipt on the MARC I Hub Line between Transco and TGP

Customer has up to 3600 dth of Primary Receipt Point Capacity at each Point of Receipt.

III. POINT OF DELIVERY  
ALL 3600 dth

Includes:

- (a) Tennessee Gas Pipeline (TGP)
- (b) Stagecoach Gas Storage - South Lateral
- (c) Transco

Customer has up to 3600 dth of Primary Delivery Point Capacity at each Point of Delivery.

In addition, Customer has secondary point capacity rights to any Points of Delivery added to the MARC I Hub Line between Transco and TGP at the rates specified herein.

IV. RATES AND CHARGES

MARC I Monthly Firm Transportation Reservation Rate  
Negotiated Rate: \$5.844/dth of MDFTQ per Month

MARC I Firm Transportation Commodity Rate  
Negotiated Rate: \$0.00/dth

MARC I Firm Transportation Overrun Commodity Rate  
Negotiated Rate: \$.192/dth

Seller's Transportation Use  
Negotiated Rate: \$ .035/dth and .10%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Hub Line other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule MARC I FTS  
Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with MARC I FTS.

The rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

9.4 SOUTHWESTERN ENERGY SERVICES COMPANY FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the \_\_\_\_ day of **November 2014**, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and **Southwestern Energy Services Company**, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has or anticipates having sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity

nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for a Primary Term commencing on **December 1, 2014**, or on such other date when Seller shall notify Customer that any required facilities of Seller are complete and in service and any necessary authorizations have been obtained, and ending on **the fifth (5<sup>th</sup>) anniversary of the commencement date.**

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, L.L.C.  
700 Louisiana Street, Suite 2550  
Houston, Texas 77002

Attention: Commercial Operations

E-mail: [Edmund.Knolle@crestwoodlp.com](mailto:Edmund.Knolle@crestwoodlp.com)

Customer: Southwestern Energy Services Company  
2350 N. Sam Houston Parkway East  
Houston, TX 77032

Attention: David Talley, marketing Manager  
[David.Talley@SWN.com](mailto:David.Talley@SWN.com)

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil And Gas Company, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

Southwestern Energy Services Company

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
 to  
 Firm Transportation Service Agreement between  
 Central New York Oil And Gas Company, L.L.C. (Seller)  
 and

Southwestern Energy Services Company (Customer)

Dated December 1, 2014

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY:

Package #1	<u>50,000 dth</u>
Package #2	<u>25,000 dth</u>

II. PRIMARY POINT(S) OF RECEIPT

AGC Neiley (Package #1)	<u>50,000 dth</u>
AGC Neiley (Package #2)	<u>25,000 dth</u>

III. PRIMARY POINT(S) OF DELIVERY

Millennium (Package #1)	<u>50,000 dth</u>
Transco (Package #2)	<u>25,000 dth</u>

IV. RATES AND CHARGES

Seller's recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

**n/a** Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate	
MARC I Facilities (only)	n/a \$/dth of MDFTQ
North/South Laterals (only)	<u>\$4.410</u> /dth of MDFTQ (Package #1)
MARC I & N/S Laterals	<u>\$6.083</u> /dth of MDFTQ (Package #2)

FTS-2 Commodity Rate	
MARC I Facilities (only)	n/a \$/dth
North/South Laterals (only)	<u>\$0.0016</u> /dth (Package #1)
MARC I & N/S Laterals	<u>\$0.0045</u> /dth (Package #2)

FTS-2 Overrun Commodity Rate	
MARC I Facilities (only)	n/a \$/dth
North/South Laterals (only)	<u>\$0.1466</u> /dth (Package #1)
MARC I & N/S Laterals	<u>\$0.4067</u> /dth (Package #2)

Seller's Transportation Use:

**For Package #1, Seller will bill Customer each Month for Seller's Use:**  
(i) for electric power used in Seller's operations a rate of \$0.0438/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of one-tenth of one percent (0.10%) of the Gas scheduled for service during the preceding Month.

**For Package #2, Seller will bill Customer each Month for Seller's Transportation Use:** (i) for electric power used in Seller's operations, a rate of \$0.0698/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of thirty-two hundredths of one percent (0.32%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of one-tenth of one percent (0.10%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

9.5 CARRIZO (MARCELLUS) LLC FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the \_\_\_th day of November 2014, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Carrizo (Marcellus) LLC, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has or anticipates having sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity

nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.

2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

1. This Agreement shall be effective for a Primary Term commencing on December 1, 2014, or on such other date when Seller shall notify Customer that any required facilities of Seller are complete and in service and any necessary authorizations have been obtained, and ending on the fifth (5<sup>th</sup>) anniversary of the commencement date.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Central New York Oil And Gas Company, LLC  
700 Louisiana Street, Suite 2550  
Houston, Texas 77002

Attention: Crestwood - Storage & Transportation

Copy: Edmund Knolle  
E-mail: edmund.knolle@crestwoodlp.com

Customer: Carrizo (Marcellus) LLC  
500 Dallas Street, Suite 2300  
Houston, Texas 77002

Attention: Greta Hockman, Marketing Manager  
(713) 358-6460  
Greta.hockman@crzo.net

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_: None
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil And Gas Company, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

CARRIZO (MARCELLUS) LLC

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Central New York Oil And Gas Company, L.L.C. (Seller)  
and

Carrizo (Marcellus) LLC (Customer)

Dated December 1, 2014

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 17,000 dth
- II. PRIMARY POINT(S) OF RECEIPT  
Tennessee Gas Pipeline 17,000 dth MDRQ
- III. PRIMARY POINT(S) OF DELIVERY  
Millennium Pipeline 17,000 dth MDDQ
- IV. RATES AND CHARGES

Seller's recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate ; Negotiated Rate

Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate	
MARC I Facilities (only)	n/a \$/dth of MDFTQ
North/South Laterals (only)	\$4.410/dth of MDFTQ
MARC I & N/S Laterals	n/a \$/dth of MDFTQ
FTS-2 Commodity Rate	
MARC I Facilities (only)	n/a \$/dth
North/South Laterals (only)	\$0.0016/dth
MARC I & N/S Laterals	n/a \$/dth
FTS-2 Overrun Commodity Rate	
MARC I Facilities (only)	n/a \$/dth
North/South Laterals (only)	\$0.1466/dth
MARC I & N/S Laterals	n/a \$/dth

Seller's Transportation Use	
(Negotiated Rate Agreement only)	
MARC I Facilities (only)	n/a \$/dth and n/a%
North/South Laterals (only)	\$ <u>0.0438</u> /dth and <u>0.10</u> %
MARC I & N/S Laterals	n/a \$/dth and n/a%

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

[None]

FT2-VIT-0006  
(Marc I)

FIRM TRANSPORTATION SERVICE  
AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 4th day of November, 2021, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Vitol Inc., hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION  
SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's

Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).

3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

## ARTICLE II

### POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III

### TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing January 1, 2022 and ending December 31, 2022.

## ARTICLE IV

### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

#### ARTICLE V NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

FT2-VIT-0006  
(Marc I)

Seller: Stagecoach Pipeline & Storage  
Company LLC 1001 Louisiana  
Street, Suite 1000  
Houston, Texas 77002

Attention: Director of  
Transportation Services  
Facsimile: 713-420-6825

Email: gina\_mabry@kindermorgan.com

Customer: Vitol Inc.

2925 Richmond Ave. Houston, TX 77098

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

#### ARTICLE VII MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A.
2. Replacement Customer: N/A.

The offer of release issued by the Releasing Customer is incorporated herein by reference.

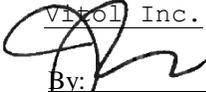
Releasing Customer: N/A.

Released Contract No.: N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage  
Company LLC

By:   
Name: Ernesto Ochoa  
Title: Vice President, Commercial

  
By: \_\_\_\_\_  
Name: J. Chris  
Robertson  
Title: Vice President - Trade Processing

FT2-VIT-0006  
(Marc I)

EXHIBIT "A"

to

Firm Transportation Service Agreement  
between Stagecoach Pipeline & Storage  
Company LLC (Seller) and

Vitol Inc. (Customer)

Dated: November 4, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 50,000 dth

II. PRIMARY POINT(S) OF RECEIPT

Transco 50,261 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

Stagecoach Marcellus Hub 50,000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A ; Negotiated Rate X

Right of First Refusal is applicable to discounted or negotiated rate agreement: N/A

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	N/A	\$/dth of MDFTQ
North/South Laterals (only)	N/A	\$/dth of MDFTQ
MARC I & N/S Laterals	24.30	\$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	N/A	\$/dth
North/South Laterals (only)	N/A	\$/dth
MARC I & N/S Laterals	Tariff	\$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	N/A	\$/dth
North/South Laterals (only)	N/A	\$/dth
MARC I & N/S Laterals	Tariff Rate	\$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only. **Not Applicable**

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use:  
 (i) for electric power used in Seller's operations a rate of \$ /dth of Gas scheduled for service

during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of percent ( %) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations, a rate of \$ /dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of percent ( %) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of percent ( %) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate

##### Schedule FTS-2 Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

FT2-VIT-0006  
(Marc I)

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF: NONE

9.7 ENERPLUS RESOURCES (USA) CORPORATION FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 2nd day of September 2015, by and between Central New York Oil And Gas Company, L.L.C., a New York limited liability company, hereinafter referred to as "Seller," and Enerplus Resources (USA) Corporation, a Delaware corporation, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I Facilities and/or North South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South Laterals to provide Firm Transportation Service for Customer on the terms specified herein; and

WHEREAS, Seller and Customer have entered into an agreement dated March 26, 2015 specifying the conditions precedent to the service in this Agreement commencing ("Precedent Agreement"); and

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be Tendered to Seller at the Receipt Point up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to Tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point.
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on operation of Seller's MARC I Facilities or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall Tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing on October 15, 2015 or from such later date specified in the Precedent Agreement ("In-Service Date") and ending on the fifth (5<sup>th</sup>) anniversary of the In-Service Date. No rollover, extension, or first refusal rights apply.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

1. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to

any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

2. Further Agreement: [None]

ARTICLE V  
NOTICE

1. Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Crestwood Midstream Partners LP  
700 Louisiana, Suite 2550  
Houston, Texas 77002

Attention: Wes Deskin, Director - Northeast Asset  
Optimization  
E-mail: wes.deskin@crestwoodlp.com

Customer: Enerplus Resources (USA) Corporation  
US Bank Tower, 950 17<sup>th</sup> Street, Suite 2200  
Denver, Colorado 80202-2805

Attention: Sr. Marketing Advisor  
E-mail: rnew@enerplus.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective \_\_\_\_\_ : **None**
  
2. Replacement Customer. [If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]  
Releasing Customer: N/A  
Released Contract No.: N/A

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Central New York Oil And Gas Company, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

Enerplus Resources (USA) Corporation  
(Customer)

By \_\_\_\_\_

Its \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Central New York Oil And Gas Company, L.L.C. (Seller)  
and  
Enerplus Resources (USA) Corporation (Customer)

Dated September 2, 2015

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 22,000 dth
- II. PRIMARY POINT(S) OF RECEIPT  
Wilmot 22,000 dth MDRQ
- III. PRIMARY POINT(S) OF DELIVERY  
Transco 22,000 dth MDDQ
- IV. RATES AND CHARGES

Other than the negotiated Monthly FTS-2 Reservation Rate specified below, Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement.

Monthly FTS-2 Reservation Rate (Negotiated Rate)	
MARC I Facilities (only)	_____ \$7.8232/dth of MDFTQ
North/South Laterals (only)	_____ n/a \$/dth of MDFTQ
MARC I & N/S Laterals	_____ n/a \$/dth of MDFTQ
FTS-2 Commodity Rate	
MARC I Facilities (only)	_____ [Max] \$/dth
North/South Laterals (only)	_____ n/a \$/dth
MARC I & N/S Laterals	_____ n/a \$/dth
FTS-2 Overrun Commodity Rate	
MARC I Facilities (only)	_____ [Max] \$/dth
North/South Laterals (only)	_____ n/a \$/dth
MARC I & N/S Laterals	_____ n/a \$/dth

Seller's Transportation Use - Seller will bill Customer each Month for Seller's Transportation Use as provided in Seller's Currently Effective Rates.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

The maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

None.

9.8 MORGAN STANLEY CAPITAL GROUP INC. FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 17<sup>th</sup> day of September, 2019, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Morgan Stanley Capital Group Inc., a Delaware corporation, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the

- Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
  3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
  4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing November 1, 2019 and ending December 31, 2023.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as

amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
Suite 3400  
Houston, TX 77002  
Attention: Commercial-Natural Gas  
Facsimile: 832-519-2250

CUSTOMER: Morgan Stanley Capital Group Inc.

NOTICES: 1585 Broadway, 3<sup>rd</sup> Floor  
New York, New York 10036  
Attention: Manager, Nat Gas Ops  
Facsimile: 212-507-3758  
Email: natgas\_schedulers@morganstanley.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
N/A.
2. Replacement Customer: N/A. The offer of release issued by the Releasing Customer is incorporated herein by reference.

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.8  
Negotiated Rate Service Agreements  
Morgan Stanley Capital Group Inc. FTS-2  
15.0.0

Releasing Customer: N/A.

Released Contract No.: N/A.

Issued On: September 29, 2021

Effective On: November 1, 2021

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Company LLC

Stagecoach Pipeline & Storage

\_\_\_\_\_

By:

Name: Wes Deskin

Title: Senior Director

Inc.

Morgan Stanley Capital Group

\_\_\_\_\_

By:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
Morgan Stanley Capital Group Inc. (Customer)

Dated September 17, 2019

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 40,000 dth

II. PRIMARY POINT(S) OF RECEIPT

Transco 40,296 dth  
MDRQ

III. PRIMARY POINT(S) OF DELIVERY

Millennium/Empire Interconnect at Corning  
40,000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate N/A; Negotiated Rate  X

N/A: Right of First Refusal is applicable to discounted or negotiated rate agreement.

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)  
\_\_\_\_\_ \$/dth of MDFTQ

North/South Laterals (only)  
\_\_\_\_\_ \$/dth of MDFTQ

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.8  
Negotiated Rate Service Agreements  
Morgan Stanley Capital Group Inc. FTS-2  
15.0.0

MARC I & N/S Laterals

\$2.4336 \$/dth of  
MDFTQ

Issued On: September 29, 2021

Effective On: November 1, 2021

FTS-2 Commodity Rate

MARC I Facilities (only)  
\_\_\_\_\_ \$/dth

North/South Laterals (only)  
\_\_\_\_\_ \$/dth

MARC I & N/S Laterals  
Tariff Rate \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)  
\_\_\_\_\_ \$/dth

North/South Laterals (only)  
\_\_\_\_\_ \$/dth

MARC I & N/S Laterals  
Tariff Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of [See Section VI.A below] of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of .1% of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of [See Section VI.A below] of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of .1% of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of .1% of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

A. Off-System Capacity

Consistent with Section 6.17 of the General Terms and Conditions of Seller's FERC Gas Tariff, Seller has obtained certain off-system capacity that is being used in part to effectuate the service proposed herein. Customer acknowledges and agrees that such off-system capacity is subject to a recall right. In the event the off-system capacity is recalled, the parties shall cooperate in good faith to amend this Agreement to the extent necessary to reflect the recalled off-system capacity.

B. Negotiated Rates

1. Pass-Through of Off-System Capacity Charges

Consistent with Section 6.17 of the General Terms and Conditions of Seller's FERC Gas Tariff, Seller has obtained certain off-system capacity that is being used in part to effectuate the service proposed herein. Seller and Customer hereby agrees to reimburse Seller for all third-party charges incurred by Seller in connection with such off-system capacity to the extent used to effectuate the service proposed herein.

2. Negotiated Transportation Use

Seller and Customer hereby agree that, in lieu of the Transportation Use charge for electric power used in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, Customer shall instead pay a Transportation Use charge equal to \$0.0309 per Dth. With the sole exception of the foregoing, the Parties acknowledge and agree that Customer shall pay all other components of the Transportation Use charge as set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals.

3. Daily Revenue Uplift Mechanism:

Seller will receive 100% of the daily revenue uplift as determined by the following formula:

The greater of  $A(B - C - D)$  or Zero (in no circumstance does Seller pay Buyer), where:

A = The lesser of: (i) the total quantity of gas in MMBtu which is operationally available as adjusted by any outstanding de-rates or outages to be nominated for delivery on the applicable Delivery Date by Customer under this Agreement for flow from Customer's Primary Receipt Point to Customers Primary Delivery Point; and (ii) 40,000 MMBtu.

B = An amount in \$/MMbtu calculated as the lesser of (x) **i minus ii** and (y) **iii minus iv** where:

(i) Dominion South Inside FERC Midpoint as published by Platts Inside FERC Report, provided however that in the event that Platts Inside Ferc or a successor pricing source publishes a new monthly pricing index reflective of the market price for Gas at Dominion Pipeline North, an

amount per MMBtu, stated in U.S. Dollars, equal to the amount reported by Platts Inside Ferc for such new pricing index.

(ii) Tennessee Gas Pipeline Zone 4 300L Inside FERC Midpoint as published by Platts Inside FERC Report,

(iii) Dominion North Point Gas Daily Midpoint as reported by Platts Gas Daily Report

(iv) Tennessee Gas Pipeline Zone 4 300L Gas Daily Midpoint as reported by Platts Gas Daily Report

C = \$0.035 / MMBtu

D = The sum of the following: (i) the negotiated Transportation Use under this Agreement; (ii) the applicable in-kind fuel under this Agreement; (iii) the applicable commodity charge under this Agreement; (iv) the maximum applicable commodity rate under Millennium Pipeline's FERC Gas Tariff applicable to a transportation path from [Stagecoach Interconnect to the Empire Corning Interconnect]; (v) all fuel charges under Millennium Pipeline's FERC Gas Tariff applicable to a transportation path from [Stagecoach Interconnect to the Empire Corning Interconnect]; and (vi) all fuel charges under Arlington Storage Company's FERC Gas Tariff applicable to a path from [Millennium Interconnect to the Dominion Interconnect].

C. Right of Extension

Customer shall have a right to extend the term of this Agreement with Seller through October 31, 2025, at a reservation rate of \$1.977/ MMBtu of MDFTQ. If extended, the contract will have a Primary Point of Receipt of Transco and a Primary Point of Delivery of Millennium. Additionally, the extension will continue with the Negotiated Transportation Use as discussed in Section VI Part B. It will not include a Daily Revenue Uplift Mechanism.

In order to exercise this right to extend, Customer shall notify Seller of its election by October 31, 2023. To the extent the foregoing extension right is exercised, the extension rate of \$1.977 / MMBtu of MDFTQ shall be effective beginning on January 1, 2024 and continuing thereafter through October 31, 2025.

9.9 CHESAPEAKE ENERGY MARKETING, L.L.C. FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 25<sup>th</sup> day of February, 2020, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Chesapeake Energy Marketing, L.L.C., an Oklahoma limited liability company, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing April 1, 2020 and ending March 31, 2021.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and

reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
811 Main Street,  
Suite 3400  
Houston, Texas 77002  
Attention: Commercial-Natural Gas (Wes  
Deskin)  
Email: wes.deskin@crestwoodlp.com

Customer: Chesapeake Energy Marketing,  
L.L.C.  
6100 N. Western Avenue  
Oklahoma City, Oklahoma 73118  
Attention: Contract Administration  
Email: ContractAdmin@chk.com

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:

N/A.

2. Replacement Customer: N/A.

The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Company LLC

Stagecoach Pipeline & Storage

By:

\_\_\_\_\_

Name: Wes Deskin  
Title: Senior Director

L.L.C.

Chesapeake Energy Marketing,

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

EXHIBIT "A"

to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
Chesapeake Energy Marketing, L.L.C. (Customer)

Dated February 25, 2020

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY:  
50,000 dth

II. PRIMARY POINT(S) OF RECEIPT

Tennessee  
50,211 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

Transco Leidy  
50,000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate:   N/A  ; Negotiated Rate:   X  

Right of First Refusal is applicable to discounted or negotiated rate agreement:   N/A  

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)  
\$1.2167           \$/dth of MDFTQ

North/South Laterals (only)  
\_\_\_\_\_ \$/dth of MDFTQ

MARC I & N/S Laterals  
\_\_\_\_\_ \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)  
Tariff Rate \$/dth

North/South Laterals (only)  
\_\_\_\_\_ \$/dth

MARC I & N/S Laterals  
\_\_\_\_\_ \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)  
Tariff Rate \$/dth

North/South Laterals (only)  
\_\_\_\_\_ \$/dth

MARC I & N/S Laterals  
\_\_\_\_\_ \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only. **See Marc I below.**

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$\_\_\_\_\_/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of \_\_\_\_\_ percent (\_\_\_\_%) of the Gas scheduled for service during the preceding Month. **(Not Applicable)**

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of \$.026/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of .32% of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of .10% of the Gas scheduled for firm

transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage - South Lateral, and Transco Points of Receipt.

V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) - Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

A. Negotiated Transportation Use and Commodity Charges

For each Dth of Gas received from Customer at any Point(s) of Receipt on the MARC I Facilities and delivered to the M1-CNYOG Point of Delivery, notwithstanding anything else to the contrary herein, Customer shall be entitled to the following rate reductions:

- (i) Transportation Use—Customer's Transportation Use Charge shall be reduced to:  
(a) \$0.00/dth for electric power used in Seller's operations, (b) 0.00% for Gas used in Seller's operations, and (c) 0.00% for Gas lost or unaccounted for in Seller's operations.
- (ii) Commodity Charge—Customer's Commodity Charge shall be reduced to \$0.00 per Dth.

9.10 NATIONAL FUEL GAS DISTRIBUTION CORPORATION FTS-2 SERVICE AGREEMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 30th day of June, 2020, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and National Fuel Gas Distribution Corporation, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

ARTICLE II  
POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.

3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

ARTICLE III  
TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing November 1, 2020 and ending October 31, 2023.

ARTICLE IV  
RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

ARTICLE V  
NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
811 Main Street, Suite 3400  
Houston, TX 77002  
Attention: Commercial-Natural Gas (Wes Deskin)  
Facsimile: 832-519-2250  
Email: wes.deskin@crestwoodlp.com

Customer: National Fuel Gas Distribution Corporation  
6363 Main Street  
Williamsville, New York 14221  
Attention: Gas Supply Administration  
Facsimile: 716-857-7823

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A.
2. Replacement Customer: N/A. The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC  
By: \_\_\_\_\_  
Name:  
Title:

National Fuel Gas Distribution Corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A"  
to  
Firm Transportation Service Agreement between  
Stagecoach Pipeline & Storage Company LLC (Seller)  
and  
National Fuel Gas Distribution Corporation (Customer)

Dated: June 30, 2020

- I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 15,000 dth
- II. PRIMARY POINT(S) OF RECEIPT  
Transco Leidy 15,015 dth MDRQ
- III. PRIMARY POINT(S) OF DELIVERY  
Millennium 15,000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate   N/A  ; Negotiated Rate   X  

Right of First Refusal is applicable to discounted or negotiated rate agreement: Yes

Monthly FTS-2 Reservation Rate

MARC I Facilities (only) \_\_\_\_\_ \$/dth of MDFTQ

North/South Laterals (only) \_\_\_\_\_ \$/dth of MDFTQ

MARC I & N/S Laterals \$2.43334 \$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only) \_\_\_\_\_ \$/dth

North/South Laterals (only) \_\_\_\_\_ \$/dth

MARC I & N/S Laterals Tariff Rate \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only) \_\_\_\_\_ \$/dth

North/South Laterals (only) \_\_\_\_\_ \$/dth

MARC I & N/S Laterals Tariff Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only.

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of [See Section VI. A below] of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of [See Section VI. A below] of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use: (i) for electric power used in Seller's operations, a rate of [See Section VI. A below] of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of [See Section VI. A below] of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of [See Section VI. A below] of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FTS-2

Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

#### VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:

##### A. Negotiated Transportation Use

Seller and Customer hereby agree that, in lieu of the Transportation Use charge for electric power used in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a Transportation Use charge that when combined with the commodity rate the total shall not exceed \$0.03 per dth.

Seller and Customer hereby agree that, in lieu of the Transportation Use charge(s) for Gas lost or unaccounted for in Seller's operations set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a single rate of .01% of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month

With the sole exception of the foregoing, the parties acknowledge and agree that Customer shall pay all other components of the Transportation Use charge as set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals.

##### B. Right of Extension

Customer shall have a right to extend the term of this Agreement with Seller for up to three additional one-year extension terms at a reservation rate of \$2.43334/dth of MDFTQ. If extended, the contract will have a Primary Point of Receipt at Transco Leidy and a Primary Point of Delivery at Millennium. Additionally, the extension will continue with the Negotiated Transportation Use as discussed in Section VI. A above.

In order to exercise this right to extend, Customer shall notify Seller of its election by: April 1, 2023, for the first extension; April 1, 2024, for the second extension; and April 1, 2025, for the third extension. To the extent Customer exercises any of the foregoing extension rights, the extension rate of \$2.43334/dth of MDFTQ shall be effective beginning November 1, 2023 and continue thereafter until the end of the last extension term exercised by Customer hereunder.

**FIRST AMENDMENT  
TO  
FIRM TRANSPORTATION SERVICE AGREEMENT  
(Rate Schedule FTS-2)**

This First Amendment to Firm Transportation Service Agreement (this “Amendment”) is made and entered into to be effective as of the 1st day of December, 2020 (the “Effective Date”), by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company (“Seller”) and National Fuel Gas Distribution Corporation (“Customer”), (each of Seller and Customer, individually referred to as a “party” and collectively as “parties”).

WHEREAS, Seller and Customer are parties to that certain Firm Transportation Service Agreement (FT2-NFG-0001) dated June 30, 2020 (the “FTS-2 Agreement”); and

WHEREAS, Seller and Customer desire to correct an error with respect to the single rate set forth in Section VI.A. (Negotiated Transportation Rate) of the FTS-2 Agreement’s accompanying Exhibit A.

NOW, THEREFORE, Seller and Customer hereby agree to the following:

1. To delete in its entirety Section VI. A. of the FTS-2 Agreement and replacing it with the following:

“ VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER’S FERC TARIFF:

A. Negotiated Transportation Use

Seller and Customer hereby agree that, in lieu of the Transportation Use charge for electric power used in Seller’s operations set forth in Seller’s FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a Transportation Use charge that when combined with the commodity rate the total shall not exceed \$0.03 per dth.

Seller and Customer hereby agree that, in lieu of the Transportation Use charge(s) for Gas lost or unaccounted for in Seller’s operations set forth in Seller’s FERC Gas Tariff for service under Rate Schedule FTS-2 on the Marc I and N/S Laterals, whether used individually or combination, Customer shall instead pay a single rate of .1% of Gas scheduled for firm transportation service on Customer’s behalf during the preceding Month.

With the sole exception of the foregoing, the parties acknowledge and agree that Customer shall pay all other components of the Transportation Use charge as set forth in Seller's FERC Gas Tariff for service under Rate Schedule FTS - 2 on the Marc I and N/S Laterals.”

2. This Amendment represents the entire understanding and agreement between the parties with respect to the subject matters hereof and supersedes any prior oral and written commitments and understandings between the parties.
3. Except as amended herein, all other terms and conditions of the FTS-2 Agreement shall remain unchanged and in full force and effect.
4. The parties agree that this Amendment may be executed in counterparts and that, when taken together, such counterparts constitute but one agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their authorized officers or agents as of the date first written above.

Stagecoach Pipeline & Storage Company LLC

By: /s/ Mark Mitchell

Name: Mark Mitchell

Title: Senior Vice President

National Fuel Gas Distribution Corporation

By: /s/ John J. Polka, Jr.

Name: John J. Polka, Jr.

Title: Assistant Vice President

DocuSign Envelope ID:A71CEE0B-69A6-4055-9827-BD614E545B56

FT2-TERM-0001  
(Marc J)

## FIRM TRANSPORTATION SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FTS-2)

THIS AGREEMENT entered into as of the 4th day of November 2021, by and between Stagecoach Pipeline

& Storage Company LLC, a New York limited liability company, herein after referred to as "Seller," and Twin Eagle Resource Management, LLC, hereinafter referred to as "Customer."

### WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein.

NOW, THEREFORE, Seller and Customer agree as follows:

### ARTICLE I

#### TRANSPORTATION SERVICE

1. Seller service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.

2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).
  
3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

## ARTICLE II

### POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III

### TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing January 1, 2022, and ending December 31, 2022.

#### ARTICLE IV

##### RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally affect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

#### ARTICLE V NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas 77002  
Attention: Director of Transportation Services  
Facsimile: 713-420-6825  
Email: gina\_mabry@kindermorgan.com

Customer: Twin Eagle Resource Management  
8847 W. Sam Houston Parkway North  
Houston, TX 77040

ARTICLE VI  
INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective:  
N/A.

2. Replacement Customer: N/A.

The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage Company LLC

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Twin Eagle Resource Management, LLC

By: [Signature]  
Name: Mark Gazzilli  
Title: 11/5/11 Ernesto Ochoa

Vice President,  
Commercial

FT2-TERM-0001  
(Marc 1)

EXHIBIT "A"

to

Firm Transportation Service  
Agreement between Stagecoach  
Pipeline & Storage Company LLC  
(Seller) and Twin Eagle Resource  
Management, LLC (Customer)

Dated: November 4, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 50,000 dth

II. PRIMARY POINT(S) OF RECEIPT

Transco 50,261 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

Stagecoach Marcellus Hub 50,000 dth MDDQ

VI

RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate \_\_\_\_\_ *N/A* \_\_\_\_\_; Negotiated Rate  \_\_\_\_\_

Issued On: December 20, 2021

Effective On: January 1, 2022

Right of First Refusal is applicable to discounted or negotiated rate agreement:  
*N/A*

Monthly FTS-2 Reservation Rate

MARC I Facilities (only)	<i>N/A</i>	\$/dth of MDFTQ
North/South Laterals (only)	<i>N/A</i>	
MARC I & NIS Laterals	12.1527	\$/dth of MDFTQ

FTS-2 Commodity Rate

MARC I Facilities (only)	<i>N/A</i>	\$/dth
North/South Laterals (only)	<i>N/A</i>	\$/dth
MARC I & NIS Laterals	Tariff	\$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only)	<i>N/A</i>	\$/dth
North/South Laterals (only)	<i>N/A</i>	\$/dth
MARC I & NIS Laterals	Tariff Rate	\$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only. **Not Applicable**

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or

unaccounted for in Seller's operations at a rate of percent ( \_%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations, a rate of \$/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month ; plus (ii) for Gas used in Seller's operations, a rate of percent ( % ) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of percent%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### V. ADDITIONAL CHARGES - pursuant to Section 5 of Rate

Schedule FTS-2 Annual Charge Adjustment (ACA) -Per tariff

rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VI. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC TARIFF:  
NONE

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FIRM TRANSPORTATION  
SERVICE AGREEMENT

(For Use Under Seller's Rate  
Schedule FTS-2)

THIS AGREEMENT entered into as of the 5th day of November, 2021, by and between Stagecoach Pipeline & Storage Company LLC, a New York limited liability company, hereinafter referred to as "Seller," and Direct Energy Business Marketing, LLC, hereinafter referred to as "Customer."

WITNESSETH

WHEREAS, Customer has requested Seller to provide Firm Transportation Service on Seller's MARC I facilities and/or North/South Laterals ("FTS-2") on Customer's behalf; and

WHEREAS, Seller has sufficient capacity available on Seller's MARC I Facilities and/or North/South laterals to provide Firm Transportation Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I  
TRANSPORTATION SERVICE

1. Seller's service hereunder shall be subject to receipt of all requisite regulatory authorizations from the Federal Energy Regulatory Commission ("Commission"), or any successor regulatory authority, and any other necessary governmental authorizations, in a manner and form acceptable to Seller.
2. Subject to the terms and provisions of this Agreement, Customer may on any Gas Day cause Gas to be tendered to Seller at the Receipt Point(s) up to the

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Customer's Maximum Daily Firm Transportation Quantity ("MDFTQ") plus Seller's Transportation Use, and Seller agrees to tender Equivalent Quantities of Gas to or for the account of Customer, on a firm basis, at the Delivery Point(s).

3. If requested by Customer, Seller may provide Transportation Service for daily quantities in excess of the Customer's Maximum Daily Firm Transportation Quantity if Seller can do so without adverse effect on the operation of Seller's MARC I Facilities and/or North/South Laterals or Seller's ability to meet all existing obligations.

## ARTICLE II

### POINTS OF RECEIPT/DELIVERY

1. Customer shall deliver or cause to be delivered Gas nominated hereunder plus Seller's Transportation Use as applicable, at the Point(s) of Receipt. Seller agrees to accept on a firm basis the quantity nominated by Customer at the Point(s) of Receipt up to Customer's Maximum Daily Firm Transportation Quantity, plus Seller's Transportation Use quantity.
2. Seller shall transport Customer's nominated quantity of Gas on a firm basis from the Point(s) of Receipt to the Point(s) of Delivery.
3. Seller shall tender to or for the account of Customer, on a firm basis at the Point(s) of Delivery, Equivalent Quantities of Gas to the quantity nominated by Customer at the Point(s) of Receipt.
4. The Point(s) of Receipt and Point(s) of Delivery are identified in Exhibit A.

## ARTICLE III

### TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a Primary Term commencing January 1, 2022 and ending December 31, 2022.

## ARTICLE IV

## RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FTS-2 and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, as filed with the Commission. Sections IV & V of Exhibit A hereto set forth the applicable information as follows, which shall be utilized for transactions hereunder:
  - (a) Rates and Charges
  - (b) Additional charges which are applicable.

When the level of any additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. It is further agreed that Seller may seek authorization from the Commission and/or other appropriate regulatory body for such changes to any rates, terms and conditions set forth herein, in Rate Schedule FTS-2 or in the General Terms and Conditions of Seller's FERC Gas Tariff, as may be necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement: None.

## ARTICLE V

### NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing delivered personally, sent by facsimile (with transmission confirmation by sender's machine), sent by reliable delivery service (e.g., FedEx, UPS), sent by electronic mail, or mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

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Seller: Stagecoach Pipeline & Storage Company LLC  
1001 Louisiana Street, Suite 1000  
Houston, Texas  
77002  
  
Attention: Director of Transportation  
Services Facsimile: 713-420-6825  
  
Email: gina\_mabry@kindermorgan.com

Customer: Direct Energy Business Marketing, LLC  
12 Greenway Plaza, Suite 250  
Houston, Texas  
77046  
  
Attention:  
Contracts Manager  
Facsimile: 713- 877-3559

#### ARTICLE VI INCORPORATION BY REFERENCE

The provisions of Rate Schedule FTS-2 and the General Terms and Conditions (GT&C) of Seller's FERC Gas Tariff are specifically incorporated herein by reference and made a part hereof. Terms defined in Rate Schedule FTS-2 or in the GT&C and used in this Agreement shall be given the meaning given such terms in Rate Schedule FTS-2 and the GT&C.

ARTICLE VII  
MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective: N/A.
2. Replacement Customer: N/A.

The offer of release issued by the Releasing Customer is incorporated herein by reference.

Releasing Customer: N/A.

Released Contract No.: N/A.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Officers or Representatives thereunto duly authorized.

Stagecoach Pipeline & Storage  
Company LLC

Recorded by:  
  
0F6E74AA403824E2...

By: \_\_\_\_\_  
Name: Ernesto Ochoa   
Title: vice President, Commercial

**Stagecoach Pipeline & Storage Company LLC**  
FERC NGA Gas Tariff  
Original Volume No. 1

Section 9.12  
Negotiated Rate Service Agreements  
Direct Energy Business Marketing, LLC FTS-2  
0.0.0

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Direct Energy Business  
Marketing, LLC  
DocuSigned by:  
*Ned Cosman*  
EDBA3E7847B94FA...

By: \_\_\_\_\_

Name: Ned Cosman

Title: Director, Gas Trading

Issued On: December 20, 2021

Effective On: January 1, 2022

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EXHIBIT "A"

to

Firm Transportation Service Agreement  
between Stagecoach Pipeline & Storage  
Company LLC (Seller) and Direct Energy  
Business Marketing, LLC, (Customer)

Dated November 5, 2021

I. MAXIMUM DAILY FIRM TRANSPORTATION QUANTITY: 25,000 dth

II. PRIMARY POINT(S) OF RECEIPT

Transco 25,131 dth MDRQ

III. PRIMARY POINT(S) OF DELIVERY

Stagecoach Marcellus Hub 25,000 dth MDDQ

IV. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate \_\_\_\_\_ N/A \_\_\_\_; Negotiated Rate  X  \_\_\_\_\_

Right of First Refusal is applicable to discounted or negotiated rate agreement: N/A

Monthly FTS-2 Reservation Rate

MARC I Facilities (only) N/A \$/dth of MDFTQ

North/South Laterals (only) N/A \$/dth of MDFTQ

MARC I & N/S Laterals \$22.6708 \$/dth of MDFTQ

Issued On: December 20, 2021

Effective On: January 1, 2022

V. RATES AND CHARGES

Seller's maximum recourse rates specified in the Currently Effective Rates section of Seller's FERC Gas Tariff, including Seller's Transportation Use, as such rates may change with FERC approval from time to time, shall apply to this Agreement unless Seller and Customer agree below to negotiated or discounted rates.

Discounted Rate \_\_\_\_\_ N/A \_\_\_\_; Negotiated Rate  X \_\_\_\_\_

Right of First Refusal is applicable to discounted or negotiated rate agreement: N/A

FTS-2 Commodity Rate

MARC I Facilities (only) Tariff Rate \$/dth

North/South Laterals (only) Tariff Rate \$/dth

MARC I & N/S Laterals Tariff Rate \$/dth

FTS-2 Overrun Commodity Rate

MARC I Facilities (only) Recourse Rate \$/dth

North/South Laterals (only) Recourse Rate \$/dth

MARC I & N/S Laterals Recourse Rate \$/dth

Seller's Transportation Use - Negotiated Rate Agreements Only. **Not Applicable**

For North/South Laterals (if applicable), Seller will bill Customer each Month for Seller's Use: (i) for electric power used in Seller's operations a rate of \$\_/dth of Gas scheduled for service during the preceding month; plus (ii) for Gas lost or unaccounted for in Seller's operations at a rate of (\_\_\_\_%) of the Gas scheduled for service during the preceding Month.

For MARC I Facilities (if applicable), Seller will bill Customer each Month for Seller's Transportation Use:

(i) for electric power used in Seller's operations, a rate of \$\_/dth of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (ii) for Gas used in Seller's operations, a rate of percent (\_\_\_\_%) of Gas scheduled for firm transportation service on Customer's behalf during the preceding Month; plus (iii) for Gas lost or unaccounted for in Seller's operations, a rate of \_\_\_\_\_percent (\_\_\_\_%) of the Gas scheduled for firm transportation service on Customer's behalf during the preceding Month.

Note: The preceding two paragraphs may be replaced if Seller and Customer agree to a different rate mechanism for Seller's Transportation Use.

The rates specified do not cover compression for any receipt of natural gas into the MARC I Facilities or North/South Laterals other than at the Tennessee Gas Pipeline, Stagecoach Gas Storage – South Lateral, and Transco Points of Receipt.

#### VI. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule

##### FTS-2 Annual Charge Adjustment (ACA) – Per tariff rate

Any surcharge of general applicability that Seller has implemented as a result of a requirement to implement a surcharge imposed by the FERC or another duly authorized governmental body, in which event Seller shall discount such surcharge to Customer to the maximum extent allowed by the FERC or such other duly authorized governmental body; provided any such discount shall not be required if Seller would remain responsible for payment to FERC or such other duly authorized governmental body of any discounted portion of the surcharge.

All applicable governmental taxes set forth in either the General Terms and Conditions of Seller's FERC Gas Tariff or in this Agreement.

Except for the foregoing charges, taxes and surcharges, Customer shall not be subject to any other charges, taxes or surcharges in connection with firm transportation service under this Agreement.

Unless agreed otherwise below, the rates specified in this Agreement shall apply to (a) secondary receipt and delivery points, (b) changed primary receipt and primary delivery points, and (c) any segmented capacity, provided that Customer's throughput in any segment does not exceed its Maximum Daily Firm Transportation Quantity other than at the point of segmentation or at a meter.

VII. ADDITIONAL PROVISIONS AUTHORIZED BY SELLER'S FERC  
TARIFF: NONE