

FERC GAS TARIFF
SECOND REVISED VOLUME NO. 1
of
ARLINGTON STORAGE COMPANY, LLC
(Thomas Corners Storage,
Adrian Field Storage
and
Seneca Lake Storage)
Filed with the
FEDERAL ENERGY REGULATORY COMMISSION

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2.0 PRELIMINARY STATEMENT

This Second Revised Volume No. 1 of the FERC Gas Tariff of ARLINGTON STORAGE COMPANY, LLC ("ASC") contains the Rate Statements, Rate Schedules and General Terms and Conditions applicable to open-access storage, hourly balancing, parking, wheeling, and loaning, services performed by ASC through use of its Thomas Corners and Adrian Field storage facilities located in Steuben County, New York and Seneca Lake storage facility located in Schuyler County, New York, pursuant to the Rate Schedules set forth in this FERC Gas Tariff.

ASC has obtained FERC authorization to charge and collect and will charge and collect market-based rates for all of the services it performs. These market-based rates will cover all storage and storage-related transportation services ASC renders.

ASC is a limited liability company principally engaged in the business of storing and transporting natural gas in interstate commerce subject to the jurisdiction of the Federal Energy Regulatory Commission. The ASC storage facilities are connected to the facilities of the following natural gas pipelines:

Thomas Corners:

Dominion Transmission, Inc.
Tennessee Gas Pipeline Company, L.L.C.
Millennium Pipeline Company, L.L.C.

Adrian Field:

Dominion Transmission, Inc.
Tennessee Gas Pipeline Company, L.L.C.
Millennium Pipeline Company, L.L.C.

Seneca Lake:

Dominion Transmission, Inc.
Millennium Pipeline Company, L.L.C.

Nothing in this FERC Gas Tariff is intended to inhibit the development of, or discriminate against the use of, imbalance management services provided by third parties or ASC's Customers. Any party interested in providing imbalance management services must coordinate with ASC.

3.0 MAP OF SYSTEM

A map of ASC's system is available at www.arlingtongasstorage.com/map.

4.0 RATE STATEMENTS

4.1	FSS RATE STATEMENT -	FIRM STORAGE SERVICE
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4.14	FWS RATE STATEMENT	FIRM WHEELING SERVICE
4.15	ACA SURCHARGE	

4.1 FSS RATE STATEMENT - FIRM STORAGE SERVICE*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Storage Reservation Charge specified in Customer's executed Firm Storage Service Agreement multiplied by Customer's Maximum Storage Quantity.		
Withdrawal Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Withdrawal Reservation Charge specified in Customer's executed Firm Storage Service Agreement multiplied by Customer's Maximum Daily Withdrawal Quantity		
Injection Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Injection Reservation Charge specified in Customer's executed Firm Storage Service Agreement multiplied by Customer's Maximum Daily Injection Quantity		
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.		
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.		
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Storage Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.		

Fuel
Reimbursement

Market Based/
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Storage Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.2 NNSS RATE STATEMENT - NO-NOTICE STORAGE SERVICE*

	RATE	UNITS
No-Notice Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the No-Notice Reservation Charge specified in Customer's No-Notice Storage Service Agreement multiplied by Customer's No-Notice Maximum Daily Quantity.

Note: The above No-Notice Reservation Charge is in addition to applicable charges under Rate Schedule FSS pursuant to Customer's Firm Storage Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the No-Notice Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.3 FP RATE STATEMENT - FIRM PARKING SERVICE*

	RATE	UNITS
Firm Parking Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Firm Parking Reservation Charge specified in Customer's executed Firm Parking Service Agreement multiplied by Customer's Maximum Park Quantity.		
Firm Parking Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Parking Injection Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.		
Firm Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Parking Withdrawal Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.		
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Parking Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.		
Fuel Reimbursement	Market Based/ Negotiable	In Kind %
This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Parking Service Agreement.		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Parking Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.4 FL RATE STATEMENT - FIRM LOAN SERVICE*

	RATE	UNITS
Firm Loan Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Firm Loan Reservation Charge specified in Customer's executed Firm Loan Service Agreement multiplied by Customer's Maximum Loan Quantity.		
Firm Loan Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Loan Injection Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.		
Firm Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Firm Loan Withdrawal Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.		
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Loan Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.		
Fuel Reimbursement	Market Based/ Negotiable	In Kind %
This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Loan Service Agreement.		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Loan Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.5 ISS RATE STATEMENT - INTERRUPTIBLE STORAGE SERVICE*

	RATE	UNITS
Storage Inventory Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Storage Inventory Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Interruptible Storage Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Interruptible Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Interruptible Storage Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.6 IHBS RATE STATEMENT - INTERRUPTIBLE HOURLY BALANCING SERVICE*

	RATE	UNITS
Hourly Balancing Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Hourly Balancing Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth of Customer's hourly balancing quantity, such amounts summed for all hours in a given Month.

Storage Inventory Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Inventory Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity of Customer's Storage Inventory at the end of each Day, such amounts summed for all Days in a given Month.

Storage Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Injection Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.

Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's executed Interruptible Hourly Balancing Service Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Hourly Balancing Service Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Interruptible Hourly Balancing Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Interruptible Hourly Balancing Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.7 IP RATE STATEMENT - INTERRUPTIBLE PARKING SERVICE

	RATE	UNITS
Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth
Interruptible Parking Injection Charge	Market Based/ Negotiable	\$/Dth
Interruptible Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Parking Charge multiplied by the Dth quantity of Customer's Park Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Parking Injection Charge multiplied by the quantity injected, plus the Interruptible Parking Withdrawal Charge multiplied by the quantity withdrawn, as applicable and specified in Exhibit A of the Customer's Hub Services Agreement.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Exhibit A of the Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Exhibit A of the Customer's Hub Services Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Exhibit A of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit A of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.8 IW RATE STATEMENT - INTERRUPTIBLE WHEELING SERVICE*

	RATE	UNITS
Interruptible Wheeling Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Wheeling Charge multiplied by the Dth quantity ASC shall have wheeled for Customer during a given invoice period, as specified in Exhibit A of the Customer's Hub Services Agreement.

Excess Wheeling Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Wheeling Charge multiplied by the Dth quantity that ASC shall have wheeled for Customer on a given Day in excess of the Maximum Daily Wheeling Quantity specified in Exhibit A of the Customer's Hub Services Agreement.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Exhibit A of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit A of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.9 IL RATE STATEMENT - INTERRUPTIBLE LOAN SERVICE*

	RATE	UNITS
Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth
Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth

Payment shall be equal to the Interruptible Loan Charge multiplied by the Dth quantity of Customer's Loan Balance at the end of each Day, such amounts summed for all Days in a given Month, plus the Interruptible Loan Injection Charge multiplied by the quantity ASC shall have injected for Customer's account, plus the Interruptible Loan Withdrawal Charge multiplied by the quantity ASC shall have withdrawn for Customer's account, as applicable and specified in Exhibit A of the Customer's Hub Services Agreement.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Exhibit A of the Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Exhibit A of the Customer's Hub Services Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Exhibit A of the Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or Exhibit A of the Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.10 EIPS RATE STATEMENT - ENHANCED INTERRUPTIBLE PARKING SERVICE

	RATE	UNITS
Enhanced Interruptible Parking Charge	Market Based/ Negotiable	\$/Dth/Month or \$/Dth/Day

Payment shall be equal to either (i) the Monthly Enhanced Interruptible Parking Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Park Quantity or (ii) the sum for all Days of service during a given Month of the product of the Daily Enhanced Interruptible Parking Charge specified in Customer's Hub Services Agreement and Customer's Maximum Park Quantity.

Enhanced Interruptible Parking Nomination Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the sum for all Days of service during a given Month of the product of the Enhanced Interruptible Parking Nomination Charge specified in Customer's Hub Services Agreement and the maximum level of Enhanced Interruptible Parking Service injections or withdrawals nominated by Customer during a given Day (excluding any nominations for Excess Injection Gas or Excess Withdrawal Gas services).

Enhanced Interruptible Parking Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Parking Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.

Enhanced Interruptible Parking Withdrawal Charge	Market Based/ Negotiable	\$/Dth
--------------------------------------------------	-----------------------------	--------

Payment shall be equal to the Enhanced Interruptible Parking Withdrawal Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.

Excess Injection Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity of Excess Injection Gas Customer shall have delivered to ASC for injection into storage during a given Month.

Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Withdrawal Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity of Excess Withdrawal Gas ASC shall have withdrawn from storage for Customer's account during a given Month.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.11 EILS RATE STATEMENT - ENHANCED INTERRUPTIBLE LOAN SERVICE*

	RATE	UNITS
Enhanced Interruptible Loan Charge	Market Based/ Negotiable	\$/Dth/Month or \$/Dth/Day
<p>Payment shall be equal to either (i) the Monthly Enhanced Interruptible Loan Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Loan Quantity or (ii) the sum for all Days of service during a given Month of the product of the Daily Enhanced Interruptible Loan Charge specified in Customer's Hub Services Agreement and Customer's Maximum Loan Quantity.</p>		
Enhanced Interruptible Loan Nomination Charge	Market Based/ Negotiable	\$/Dth
<p>Payment shall be equal to the sum for all Days of service during a given Month of the product of the Enhanced Interruptible Loan Nomination Charge specified in Customer's Hub Services Agreement and the maximum level of Enhanced Interruptible Loan Service injections or withdrawals nominated by Customer during a given Day (excluding any nominations for Excess Injection Gas or Excess Withdrawal Gas services).</p>		
Enhanced Interruptible Loan Injection Charge	Market Based/ Negotiable	\$/Dth
<p>Payment shall be equal to the Enhanced Interruptible Loan Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.</p>		
Enhanced Interruptible Loan Withdrawal Charge	Market Based/ Negotiable	\$/Dth
<p>Payment shall be equal to the Enhanced Interruptible Loan Withdrawal Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.</p>		
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
<p>Payment shall be equal to the Excess Injection Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity of Excess Injection Gas Customer shall have delivered to ASC for injection into storage during a given Month.</p>		
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
<p>Payment shall be equal to the Excess Withdrawal Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity of Excess Withdrawal Gas ASC shall have withdrawn from storage for Customer's account during a given Month.</p>		
Fuel Reimbursement	Market Based/ Negotiable	In Kind %
<p>This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement.</p>		

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.12 EIWS RATE STATEMENT - ENHANCED INTERRUPTIBLE WHEELING SERVICE*

	RATE	UNITS
Enhanced Interruptible Wheeling Capacity Charge	Market Based/ Negotiable	\$/Dth/Month or \$/Dth/Day

Payment shall be equal to either (i) the Monthly Enhanced Interruptible Wheeling Capacity Charge specified in Customer's Hub Services Agreement multiplied by Customer's Maximum Daily Wheeling Quantity or (ii) the sum for all Days of service during a given Month of the product of the Daily Enhanced Interruptible Wheeling Capacity Charge specified in Customer's Hub Services Agreement and Customer's Maximum Daily Wheeling Quantity.

Enhanced Interruptible Wheeling Nomination Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the sum for all Days of service during a given Month of the product of the Enhanced Interruptible Wheeling Nomination Charge specified in Customer's Hub Services Agreement and the maximum level of Enhanced Interruptible Wheeling Service nominated by Customer during a given Day (excluding any nominations for Excess Wheeling Gas service).

Enhanced Interruptible Wheeling Commodity Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Enhanced Interruptible Wheeling Commodity Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity ASC shall have wheeled for Customer during a given invoice period.

Excess Wheeling Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Excess Wheeling Charge specified in Customer's Hub Services Agreement multiplied by the Dth quantity in excess of the Maximum Daily Wheeling Quantity specified in Customer's Hub Services Agreement that ASC shall have wheeled for Customer on a given Day.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in the General Terms and Conditions of this FERC Gas Tariff and Customer's Hub Services Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.13 FSS-A RATE STATEMENT - FIRM STORAGE SERVICE-ADRIAN*

	RATE	UNITS
Storage Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Storage Reservation Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by Customer's Maximum Storage Quantity.		
Withdrawal Reservation Charge	Market Based/ Negotiable	\$/Dth/Month
Payment shall be equal to the Withdrawal Reservation Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by Customer's Maximum Daily Withdrawal Quantity.		
Reservation Charge Credit	Market Based/ Negotiable	\$/Dth
Payment shall be calculated using the Reservation Charge Credit specified in Customer's executed Firm Storage Service-Adrian Agreement in accordance with Section 10 of Rate Schedule FSS-A.		
Storage Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Injection Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage for each Day during a given Month.		
Storage Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Storage Withdrawal Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account for each Day during a given Month.		
Excess Injection Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Injection Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by the Dth quantity Customer shall have delivered to ASC for injection into storage as Excess Injection Gas during a given Month.		
Excess Withdrawal Charge	Market Based/ Negotiable	\$/Dth
Payment shall be equal to the Excess Withdrawal Charge specified in Customer's executed Firm Storage Service-Adrian Agreement multiplied by the Dth quantity ASC shall have withdrawn from storage for Customer's account as Excess Withdrawal Gas during a given Month.		

Fuel
Reimbursement

Market Based/
Negotiable

In Kind %

This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Storage Service-Adrian Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Firm Storage Service-Adrian Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.14 FWS RATE STATEMENT - FIRM WHEELING SERVICE*

	RATE	UNITS
Firm Wheeling Reservation Charge	Market Based/ Negotiable	\$/Dth/Month

Payment shall be equal to the Firm Wheeling Reservation Charge specified in Customer's executed Firm Wheeling Service Agreement multiplied by Customer's Maximum Daily Firm Wheeling Quantity.

Firm Wheeling Commodity Charge	Market Based/ Negotiable	\$/Dth
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Payment shall be equal to the Firm Wheeling Commodity Charge specified in Customer's executed Firm Wheeling Service Agreement multiplied by the Dth quantity ASC shall have wheeled for Customer during a given invoice period.

Fuel Reimbursement	Market Based/ Negotiable	In Kind %
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This amount of Gas shall be reimbursed by Customer in kind, as determined pursuant to the General Terms and Conditions of this FERC Gas Tariff and the Customer's executed Firm Wheeling Service Agreement.

In addition to the charges specified above, Customer shall pay all applicable taxes set forth in either the General Terms and Conditions of this FERC Gas Tariff or the Customer's Firm Wheeling Service Agreement and all other applicable surcharges, including, but not limited to, ACA charges.

*All quantities of Gas are measured in Dekatherms (Dth).

4.15 ACA SURCHARGE

	RATE	UNITS
ACA Unit Charge	**	\$/Dth

Payment shall be equal to the ACA Unit Charge multiplied by the Dth quantity of Gas ASC shall have delivered for Customer's account at Point(s) of Delivery under the Rate Schedules specified in this FERC Gas Tariff during a given invoice period.

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

5.0 RATE SCHEDULES

5.1	FSS RATE SCHEDULE -	FIRM STORAGE SERVICE
5.2	NNSS RATE SCHEDULE -	NO-NOTICE STORAGE SERVICE
5.3	FP RATE SCHEDULE -	FIRM PARKING SERVICE
5.4	FL RATE SCHEDULE -	FIRM LOAN SERVICE
5.5	ISS RATE SCHEDULE -	INTERRUPTIBLE STORAGE SERVICE
5.6	IHBS RATE SCHEDULE -	INTERRUPTIBLE HOURLY BALANCING SERVICE
5.7	IP RATE SCHEDULE -	INTERRUPTIBLE PARKING SERVICE
5.8	IW RATE SCHEDULE -	INTERRUPTIBLE WHEELING SERVICE
5.9	IL RATE SCHEDULE -	INTERRUPTIBLE LOAN SERVICE
5.10	EIPS RATE SCHEDULE -	ENHANCED INTERRUPTIBLE PARKING SERVICE
5.11	EILS RATE SCHEDULE -	ENHANCED INTERRUPTIBLE LOAN SERVICE
5.12	EIWS RATE SCHEDULE -	ENHANCED INTERRUPTIBLE WHEELING SERVICE
5.13	FSS-A RATE SCHEDULE -	FIRM STORAGE SERVICE-ADRIAN
5.14	FWS RATE SCHEDULE	FIRM WHEELING SERVICE

5.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm Gas storage service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and ASC have executed a Firm Storage Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by ASC that its performance of the service requested hereunder shall not cause a reduction in ASC's ability to provide Firm Services under currently effective Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Firm Storage Service Agreement.

2.1 Firm Storage Service rendered to Customer under this Rate Schedule shall consist of:

(a) Receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Firm Storage Service Agreement, plus Fuel Reimbursement at the Point(s) of Receipt and the injection of Gas so received into storage, provided Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer's firm Maximum Storage Quantity ("MSQ"); and

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Firm Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by ASC without detriment to ASC's facilities and ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by ASC without detriment to ASC's facilities and/or ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdrawal on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

3. RATES AND CHARGES

Customer shall pay rates and charges for Firm Storage Service under this Rate Schedule including the applicable storage rate components set forth in the FSS Rate Statement and as described below:

(a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Storage Quantity.

(b) Withdrawal Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Withdrawal Quantity.

(c) Injection Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Injection Quantity.

(d) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2.1(a) of this Rate Schedule for each Day during a given Month.

(e) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2.1(c) of this Rate Schedule for each Day during a given Month.

(f) Excess Injection/Withdrawal Charge. A usage charge for each Dth of Excess Injection Gas or Excess Withdrawal Gas injected into or withdrawn from ASC's facilities during a given Month in accordance with Section 2.2 or 2.3 of this Rate Schedule.

(g) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Storage Service Agreement.

(i) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Storage Service Agreement.

4. INVOICE

Each invoice for Firm Storage Service under this Rate Schedule shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Firm Storage Service Agreement.

5. TERM AND RIGHT OF FIRST REFUSAL

5.1 The term for service under this Rate Schedule shall be as set forth in the executed Firm Storage Service Agreement.

5.2 ASC and Customer may negotiate options for renewal terms. Unless otherwise agreed, any Customer with a Firm Storage Service Agreement having a term of five (5) years 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 ASC in writing twelve (12) months prior to the expiration of the Agreement of its intent to continue service under the Agreement, and matches 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 evaluation purposes) for such capacity as determined in accordance with the Bid Evaluation Procedures under Section 3.1(b) of the General Terms and Conditions, provided that ASC shall not be obligated to enter into an extension of any Agreement or continue service at any rate that does not yield an acceptable return to ASC, nor shall ASC 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 3.3(g) of the General Terms and Conditions.

After Customer has notified ASC of its intent to continue service, the capacity available under Customer's Agreement will be posted on ASC's Internet website for bid in accordance with

the open season procedures set forth in Section 3.1(b)-(d) of the General Terms and Conditions. ASC will accept bids for this capacity from the time of posting up to and including a date designated by ASC that is no more than eleven (11) months and no less than two (2) months prior to the date the existing Agreement is scheduled to expire. Within five (5) Business Days of the date bidding ends, ASC will notify Customer of the bid received having the greatest economic value, as determined by the Bid Evaluation Procedures in accordance with Section 3.1(b) of the General Terms and Conditions. Customer will have three (3) Business Days to notify ASC whether it will match the rate and term offered in the best bid (term will be limited to five 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 ASC.

5.3 Notwithstanding anything herein to the contrary, ASC may negotiate extension rights, such as rollover, evergreen and right of first refusal provisions, with Customers on a non-discriminatory basis.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Storage Service Agreement-Adrian executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, ASC's capability to receive or deliver quantities is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Firm Services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's applicable Firm Storage Service Agreement, any of Customer's Gas, other than Base Gas, remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its FSS Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term. Customer's Base Gas (if any) shall be refunded to Customer upon expiration or termination of Customer's applicable Service Agreement pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions relating to the timing of, and rate at which, such Base Gas shall be returned to Customer. "Base Gas" means Gas required to remain in the storage field sufficient to protect the integrity of the storage field.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. STORAGE RATCHETS

Customer shall select one of the following options for (i) daily injection capability, and (ii) daily withdrawal capability for inclusion in its executed Firm Storage Service Agreement:

Thomas Corners and Seneca Lake:

<u>Injection Options</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDIQ Multiplier</u>
Option 1 (no ratchets)	0 - 100%	100%
Option 2	0 - 50%	100%
	Greater than 50% - 70%	60%
	Greater than 70%	30%
<u>Withdrawal Options</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDWQ Multiplier</u>
Option 1 (no ratchets)	0 - 100%	100%
Option 2	100% - 20%	100%
	Less than 20%	50%
Option 3	100% - 70%	100%
	Less than 70% to 40%	75%
	Less than 40%	50%

Adrian Field:

<u>Injection Ratchets</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDIQ Multiplier</u>
Option 1 - All Customers	0 - 50%	100%
	Greater than 50%	75%
<u>Withdrawal Ratchet Options</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDWQ Multiplier</u>
Option 1	100% - 30%	100%
	Less than 30% - 18%	65%
	Less than 18% - 8%	50%
	Less than 8%	40%
Option 2	100% - 25%	100%
	Less than 25% - 15%	80%
	Less than 15% - 5%	60%
	Less than 5%	45%
Option 3	100% - 30%	100%
	Less than 30% to 16%	75%
	Less than 16% to 8%	55%
	Less than 8%	43%

10. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FSS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FSS Rate Schedule shall control.

5.2 NNS RATE SCHEDULE - NO-NOTICE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm no-notice Gas storage service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the no-notice service Customer has requested;

(b) Customer and ASC have executed a No-Notice Storage Service Agreement under this Rate Schedule;

(c) Customer and ASC have executed a Firm Storage Service Agreement under Rate Schedule FSS of this FERC Gas Tariff;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize no-notice service at one or more delivery points on the Transporter's (s') pipeline system(s) (any such arrangements for utilization of no-notice service must be acceptable to ASC, in its reasonable judgment);

(e) Availability of service under this Rate Schedule shall be subject to a determination by ASC that its performance of the service requested hereunder shall not cause a reduction in ASC's ability to provide Firm Services under currently effective Service Agreements; and

(f) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all no-notice service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed No-Notice Storage Service Agreement. No-notice service is combined with a Customer's rights to Firm Storage Service under an executed Firm Storage Service Agreement for service under Rate Schedule FSS to allow Customer the added flexibility of automatically netting any deviations from its nominations against Customer's Storage Inventory.

2.1 No-notice storage service rendered to Customer under this Rate Schedule shall allow Customer to alter its injections or withdrawals, at points specified in Customer's Rate Schedule NNS Storage Service Agreement, of Gas from levels nominated by Customer pursuant to Section 8 of the General Terms and Conditions, including a nomination of zero, by an amount, plus or minus, up to Customer's No-Notice Maximum Daily Quantity without complying with the deadlines for revised nominations under Section 8 of the General Terms and Conditions; provided:

(a) Customer's rights at primary Point(s) of Receipt shall at all times be subject to the Maximum Daily Receipt Quantity(ies) ("MDRQ") set forth in Customer's Firm Storage Service Agreement;

(b) Customer may not use no-notice deviations from nominations to exceed the Maximum Daily Injection Quantity ("MDIQ") set forth in Customer's Firm Storage Service Agreement;

(c) Customer's rights at primary Point(s) of Delivery shall at all times be subject to the Maximum Daily Delivery Quantity(ies) ("MDDQ") set forth in Customer's Firm Storage Service Agreement;

(d) Customer may not use no-notice deviations from nominations to exceed the Maximum Daily Withdrawal Quantity ("MDWQ") set forth in Customer's Firm Storage Service Agreement; and

(e) Customer may not use no-notice deviations from nominations to allow its Storage Inventory to exceed Customer's Maximum Storage Quantity ("MSQ") set forth in its Firm Storage Service Agreement or to be less than zero (0).

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by ASC without detriment to ASC's facilities and ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by ASC without detriment to ASC's facilities and/or ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdrawal on an Interruptible basis quantities of Gas in excess of Customer's MWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

3. RATES AND CHARGES

Customer shall pay rates and charges for no-notice storage service under this Rate Schedule including the applicable storage rate components set forth in the NNS Rate Statement and as described below:

(a) No-Notice Reservation Charge. A Monthly charge for each Dth of Customer's No-Notice Maximum Daily Quantity.

(b) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's No-Notice Storage Service Agreement.

(c) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's No-Notice Storage Service Agreement.

4. INVOICE

Each invoice for no-notice storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's No-Notice Storage Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed No-Notice Storage Service Agreement. ASC and Customer may negotiate options for renewal terms on a non-discriminatory basis.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The No-Notice Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the No-Notice Storage Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) of the No-Notice Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

Curtailement of Customer's no-notice service shall be governed by the curtailement of Customer's Firm Storage Service pursuant to Customer's Firm Storage Service Agreement and the provisions of Rate Schedule FSS.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this NNSS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this NNSS Rate Schedule shall control.

5.3 FP RATE SCHEDULE - FIRM PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm parking service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available firm storage capacity, injection and withdrawal capacity to perform the firm parking service Customer has requested;

(b) Customer and ASC have executed a Firm Parking Service Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm parking service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by ASC that its performance of the service requested hereunder shall not cause a reduction in ASC's ability to provide Firm Services under currently effective Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm parking service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Firm Parking Service Agreement. Firm parking service rendered by ASC to Customer under this Rate Schedule shall consist of:

(a) The receipt on any Day during the Injection Period stated in Customer's executed Firm Parking Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's executed Firm Parking Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;

(b) The tender by Customer of sufficient quantities of Gas under Section 2(a) to ensure that Customer's Park Balance equals Customer's Maximum Park Quantity at the end of the Injection Period, provided that, if Customer's injections during the Injection Period are curtailed by ASC, Customer shall have a reasonable period of time immediately following the Injection Period to make injections as necessary for Customer's Park Balance to equal its Maximum Park Quantity;

(c) The storage of Gas in amounts up to Customer's Maximum Park Quantity; and

(d) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's executed Firm Parking Service Agreement and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Firm Parking Service Agreement, provided that Customer has a quantity of Gas in Customer's Park Balance not less than the quantity Customer shall have nominated for withdrawal on such Day.

Customer shall not have the right to inject or withdraw Gas during the period of time between the Injection Period and the Withdrawal Period.

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by ASC without detriment to ASC's facilities and ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by ASC without detriment to ASC's facilities and/or ASC's ability to meet its

firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdrawal on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

3. RATES AND CHARGES

Customer shall pay rates and charges for firm parking service under this Rate Schedule including the applicable parking rate components set forth in the FP Rate Statement and as described below:

- (a) Firm Parking Reservation Charge. A monthly charge for each Dth of Customer's Maximum Park Quantity.
- (b) Firm Parking Injection Charge. A charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2.1(a) of this Rate Schedule during a given Month.
- (c) Firm Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2.1(d) of this Rate Schedule during a given Month.
- (d) Excess Injection/Withdrawal Charge. A usage charge for each Dth of Excess Injection Gas or Excess Withdrawal Gas injected into or withdrawn from ASC's facilities during a given Month in accordance with Section 2.2 or 2.3 of this Rate Schedule.
- (e) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Parking Service Agreement.
- (f) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Parking Service Agreement.
- (g) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Parking Service Agreement.

4. INVOICE

Each invoice for firm parking service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Firm Parking Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Firm Parking Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Parking Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Parking Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of the Firm Parking Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, ASC's capability to receive or deliver quantities is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements for Firm Services with Customers, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's applicable Firm Parking Service Agreement, any of Customer's Gas remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its FP Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FP Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FP Rate Schedule shall control.

5.4 FL RATE SCHEDULE - FIRM LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm loan service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available firm storage capacity, injection and withdrawal capacity to perform the firm loan service Customer has requested;
- (b) Customer and ASC have executed a Firm Loan Service Agreement under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the firm loan service provided under this Rate Schedule;
- (d) Availability of service under this Rate Schedule shall be subject to a determination by ASC that its performance of the service requested hereunder shall not cause a reduction in ASC's ability to provide Firm Services under currently effective Service Agreements; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to all firm loan service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Firm Loan Service Agreement.

Firm loan service rendered by ASC to Customer under this Rate Schedule shall consist of:

- (a) The withdrawal from storage on any Day during the Withdrawal Period stated in Customer's executed Firm Loan Service Agreement and delivery of Gas to the Point(s) of Delivery, upon nomination and confirmation, of daily quantities of Gas up to the Maximum Daily Withdrawal Quantity ("MDWQ"), as stated in Customer's executed Firm Loan Service Agreement, provided that Customer's total withdrawals shall not exceed its Maximum Loan Quantity;
- (b) The withdrawal by Customer of sufficient quantities of Gas under Section 2.1(a) to ensure that Customer's Loan Balance equals Customer's Maximum Loan Quantity at the end of the Withdrawal Period; provided that, if Customer's withdrawals during the Withdrawal Period are curtailed by ASC, Customer shall have a reasonable period of time immediately following the Withdrawal Period to make withdrawals as necessary for Customer's Loan Balance to equal its Maximum Loan Quantity;
- (c) The receipt on any Day during the Injection Period stated in Customer's executed Firm Loan Service Agreement and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's executed Firm Loan Service Agreement, provided that Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's total injections may not exceeded Customer's Maximum Loan Quantity; and
- (d) The tender by Customer of sufficient quantities of Gas under Section 2.1(c) to ensure that Customer's Loan Balance equals zero (0) at the end of the Injection Period.

Customer shall not have the right to inject or withdraw Gas during the period of time between the Withdrawal Period and the Injection Period.

2.2 If Customer fails to replace or replenish Gas advanced by ASC to Customer under this Rate Schedule at the agreed upon time, ASC may purchase replacement Gas and Customer shall pay ASC the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by ASC or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by ASC to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

2.3 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by ASC without detriment to ASC's facilities and ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.4 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by ASC without detriment to ASC's facilities and/or ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdrawal on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

3. RATES AND CHARGES

Customer shall pay rates and charges for firm loan service under this Rate Schedule including the applicable loan rate components set forth in the FL Rate Statement and as described below:

(a) Firm Loan Reservation Charge. A monthly charge for each Dth of Customer's Maximum Loan Quantity.

(b) Firm Loan Injection Charge. A charge for each Dth of Gas injected into ASC's facilities pursuant to Section 2.1(c) of this Rate Schedule.

(c) Firm Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from ASC's facilities pursuant to Section 2.1(a) of this Rate Schedule.

(d) Excess Injection/Withdrawal Charge. A usage charge for each Dth of Excess Injection Gas or Excess Withdrawal Gas injected into or withdrawn from ASC's facilities during a given Month in accordance with Section 2.3 or 2.4 of this Rate Schedule.

(e) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Loan Service Agreement.

(f) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Firm Loan Service Agreement.

(g) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Loan Service Agreement.

4. INVOICE

Each invoice for firm loan service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Firm Loan Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the Customer's Firm Loan Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Loan Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Loan Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of the Firm Loan Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, ASC's capability to receive or deliver quantities is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Firm Services, then capacity, withdrawals, and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FL Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FL Rate Schedule shall control.

5.5 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas storage service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- (b) Customer and ASC have executed an Interruptible Storage Service Agreement under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;
- (d) ASC has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Services; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible storage service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Interruptible Storage Service Agreement.

2.1 Interruptible storage service rendered to Customer under this Rate Schedule shall consist of:

- (a) The receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Interruptible Storage Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity, except as permitted under Section 2.1(d) below;
- (b) The storage of Gas in amounts up to Customer's Interruptible Maximum Storage Quantity, as stated in the executed Interruptible Storage Service Agreement, provided that all Firm Service requests to utilize Storage Inventory have been satisfied;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in the executed Interruptible Storage Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day;
- (d) The injection into storage of Gas in amounts in excess of the Interruptible Maximum Daily Injection Quantity on any Day ("Excess Injection Gas"), as stated in Customer's executed Interruptible Storage Service Agreement, provided that Customer has requested such excess injection service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service; and
- (e) The withdrawal of Gas from storage in amounts in excess of the Interruptible Maximum Daily Withdrawal Quantity on any Day ("Excess Withdrawal Gas"), as stated in Customer's executed Interruptible Storage Service Agreement, provided that Customer has requested such excess withdrawal service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service.

2.2 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to Firm Service Customers, ASC shall require Customer to withdraw all, or any portion of, the ISS Gas quantities held in storage by ASC for the account of Customer as specified by ASC. Unless ASC

otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such ISS Gas from storage, ASC may take, free and clear of any adverse claims, title to such ISS Storage Inventory as Customer was instructed to withdraw. ASC's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that ASC retains and takes title to any of Customer's Gas pursuant to this Section, ASC shall credit the value of such gas, net of any costs incurred by ASC to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event ASC needs to require Customer to withdraw its Gas from storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible storage service under this Rate Schedule including the applicable storage rate components set forth in the ISS Rate Statement and as described below:

(a) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

(b) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2.1(a) of this Rate Schedule.

(c) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2.1(c) of this Rate Schedule.

(d) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2.1(d) of this Rate Schedule on any Day during a given Month.

(e) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2.1(e) of this Rate Schedule on any Day during a given Month.

(f) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 19 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Interruptible Storage Service Agreement.

(g) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Interruptible Storage Service Agreement.

(h) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Interruptible Storage Service Agreement.

4. INVOICE

Each invoice for Interruptible storage service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Interruptible Storage Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Storage Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Interruptible Storage Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Storage Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) of the Interruptible Storage Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's applicable Interruptible Storage Service Agreement, any of Customer's Gas remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its ISS Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this ISS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this ISS Rate Schedule shall control.

5.6 IHBS RATE SCHEDULE - INTERRUPTIBLE HOURLY BALANCING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible hourly balancing storage service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available and uncommitted Interruptible storage capacity and injection and withdrawal capacity to perform the service Customer has requested;
- (b) Customer and ASC have executed an Interruptible Hourly Balancing Service Agreement under this Rate Schedule;
- (c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule, including making any necessary arrangements with pipeline Transporter(s) for Customer to utilize hourly balancing service at one or more delivery points on the Transporter's (s') pipeline system(s) (any such arrangements for utilization of hourly balancing service must be acceptable to ASC, in its reasonable judgment);
- (d) ASC has determined that it can offer Interruptible hourly balancing service between the Customer's point(s) of delivery on the transporting pipeline(s) and ASC's Point(s) of Delivery/Receipt;
- (e) ASC has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Services; and
- (f) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible hourly balancing service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Interruptible Hourly Balancing Service Agreement.

2.1 Interruptible hourly balancing service rendered to Customer under this Rate Schedule shall consist of:

- (a) The receipt on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") as stated in Customer's executed Interruptible Hourly Balancing Service Agreement, plus Fuel Reimbursement, at the Point(s) of Receipt and the injection of Gas so received into storage, provided that all Firm Service nominations for injections have been satisfied and Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;
- (b) The storage of Gas in amounts up to the Interruptible Maximum Storage Quantity, as stated in Customer's executed Interruptible Hourly Balancing Service Agreement, provided that all Firm Service requests to utilize Storage Inventory have been satisfied;
- (c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to the Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Interruptible Hourly Balancing Service Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that all Firm Service nominations for withdrawal have been satisfied and Customer has a quantity of Gas in Customer's Interruptible Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day;
- (d) For each hour during a Day, subject to the maximum hourly limit as set forth in Customer's Interruptible Hourly Balancing Service Agreement, the receipt or delivery by ASC at the Point(s) of Receipt/Delivery designated by Customer of hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from ASC's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on ASC's system (1/24 of Daily nominated quantities); provided that all Firm Service

nominations have been satisfied and that hourly balancing quantities shall not cause Customer's Interruptible Storage Inventory to exceed the Maximum Storage Quantity set forth in Customer's Interruptible Hourly Balancing Service Agreement or to be less than zero (0);

(e) The injection of Gas into storage in amounts in excess of the Interruptible Maximum Daily Injection Quantity on any Day ("Excess Injection Gas"), as stated in Customer's executed Interruptible Hourly Balancing Service Agreement, provided that Customer has requested such excess injection service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service; and

(f) The withdrawal of Gas from storage in amounts in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity on any Day ("Excess Withdrawal Gas"), as stated in the executed Interruptible Hourly Balancing Service Agreement, provided that Customer has requested such excess withdrawal service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service.

2.2 Hourly balancing quantities must be nominated and scheduled pursuant to this Rate Schedule and Section 8 of the General Terms and Conditions of this FERC Gas Tariff. In addition to the day-ahead and intraday nominations provided for in Section 8 of the General Terms and Conditions, Customer shall be permitted to submit nominations for hourly balancing quantities, and to adjust its hourly balancing quantity nominations within a Day by providing not less than one hour notice to ASC before the start of an hour for which Customer requests to change a nomination, provided that such hourly nominations, including changes in hourly nominations, are subject to confirmation with the transporting pipeline. Interruptible Hourly Balancing Service is not intended to serve as an Operational Balancing Agreement to account for hourly deviations between scheduled volumes and volumes actually taken by Customer at its point(s) of delivery on the transporting pipeline(s). Such deviations shall be subject to reconciliation pursuant to the Customer's transportation agreement(s) with its pipeline Transporter(s) and the pipeline Transporter's (s') tariff(s).

2.3 In the event Customer desires to use Interruptible balancing service for balancing at more than one delivery point on Transporters' pipeline systems under its Interruptible Hourly Balancing Service Agreement, hourly balancing quantities for each such delivery point shall be separately determined, nominated and used for purposes of billing Hourly Balancing Charges.

2.4 To the extent Interruptible storage capacity which is being utilized by an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to Firm Service Customers, ASC shall require Customer to withdraw all, or any portion of, the IHBS Gas quantities held in storage by ASC for the account of Customer as specified by ASC. Unless ASC otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IHBS Gas from storage, ASC may take, free and clear of any adverse claims, title to such IHBS Storage Inventory as Customer was instructed to withdraw. ASC's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that ASC retains and takes title to any of Customer's Gas pursuant to this Section, ASC shall credit the value of such Gas, net of any costs incurred by ASC to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event ASC needs to require Customer to withdraw its Gas from storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible hourly balancing service under this Rate Schedule including the applicable storage rate components set forth in the IHBS Rate Statement and as described below:

(a) Hourly Balancing Charge. A usage charge for each Dth of hourly balancing quantities injected to or withdrawn from storage for Customer's account pursuant to Section 2.1(d) of this Rate Schedule.

(b) Storage Inventory Charge. A usage charge for each Dth of Gas in Customer's Storage Inventory pursuant to Section 2.1(b) of this Rate Schedule at the end of each Day, for each Day during a given Month.

(c) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2.1(a) of this Rate Schedule.

(d) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2.1(c) of this Rate Schedule.

(e) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2.1(e) of this Rate Schedule on any Day during a given Month.

(f) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2.1(f) of this Rate Schedule on any Day during a given Month.

(g) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Interruptible Hourly Balancing Service Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Interruptible Hourly Balancing Service Agreement.

(i) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Interruptible Hourly Balancing Service Agreement.

4. INVOICE

Each invoice for Interruptible hourly balancing service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Interruptible Hourly Balancing Service Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in the executed Interruptible Hourly Balancing Service Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Interruptible Hourly Balancing Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Interruptible Hourly Balancing Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) of the Interruptible Hourly Balancing Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's applicable Interruptible Hourly Balancing Service Agreement, any of Customer's Gas remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its IHBS Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IHBS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IHBS Rate Schedule shall control.

5.7 IP RATE SCHEDULE - INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible parking service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available Interruptible storage capacity, injection or withdrawal capacity to perform the parking service Customer has requested;

(b) ASC has determined that the parking service Customer has requested will not interfere with efficient operation of its system or with Firm Services;

(c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible parking service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Interruptible parking service rendered by ASC to Customer under this Rate Schedule shall consist of the receipt, injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by ASC. Service under this Rate Schedule includes:

(a) The receipt on any Day and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Service nominations for injection have been satisfied, Customer's Park Quantity is less than the Maximum Park Quantity set forth in Exhibit A of the Hub Services Agreement, Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity;

(b) The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all Firm Service storage needs have been satisfied;

(c) The withdrawal from storage on any Day and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Service nominations for withdrawals have been satisfied, and that Customer has a quantity of Gas stored in Customer's Park Balance not less than the quantity the Customer shall have nominated for withdrawal on such Day;

(d) The injection of Gas into storage in amounts in excess of the Interruptible Maximum Daily Injection Quantity on any Day ("Excess Injection Gas"), as stated in Exhibit A of the Customer's Hub Services Agreement, provided that Customer has requested such excess injection service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service; and

(e) The withdrawal of Gas from storage in amounts in excess of the Interruptible Maximum Daily Withdrawal Quantity on any Day ("Excess Withdrawal Gas"), as stated in Exhibit A of the Customer's Hub Service Agreement, provided that Customer has requested such excess withdrawal service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service.

To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to Firm Services, ASC shall require Customer to withdraw all, or any portion of, the IP Gas quantities held in storage by ASC for the account of Customer as specified by ASC. Unless ASC otherwise agrees, Customer shall be required to make ratable withdrawals. If Customer fails to withdraw such IP Park Balance, then

ASC may take, free and clear of any adverse claims, title to such IP Park Balance as Customer was instructed to withdraw. ASC's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that ASC retains and takes title to any of Customer's Gas pursuant to this Section, ASC shall credit the value of such gas, net of any costs incurred by ASC to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event ASC needs to require Customer to withdraw its Gas from storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Interruptible parking service under this Rate Schedule including the applicable parking rate components set forth in the IP Rate Statement and as described below:

(a) Interruptible Parking Charge. A charge for each Dth of Gas in Customer's Park Balance at the end of each Day, for each Day during a given Month.

(b) Interruptible Parking Injection Charge. A charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2(a) of this Rate Schedule during a given invoice period.

(c) Interruptible Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2(c) of this Rate Schedule during a given invoice period.

(d) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2.1(d) of this Rate Schedule on any Day during a given Month.

(e) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2.1(e) of this Rate Schedule on any Day during a given Month.

(f) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit A of Customer's Hub Services Agreement.

(g) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(h) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Exhibit A of Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible parking service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit A of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit A of Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of Exhibit A of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Exhibit A of Customer's Hub Service Agreement, any of Customer's Gas remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its IP Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such gas at auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IP Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IP Rate Schedule shall control.

5.8 IW RATE SCHEDULE - INTERRUPTIBLE WHEELING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas wheeling service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform service Customer has requested;
- (b) ASC has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Services;
- (c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible wheeling service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Interruptible wheeling service rendered by ASC to Customer under this Rate Schedule shall consist of the transportation of Gas, on an Interruptible basis, by ASC for Customer on ASC's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

ASC shall, on an Interruptible basis, receive for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity ("MDTQ") as specified in Exhibit A of the Customer's Hub Services Agreement; provided, however, ASC 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. Interruptible wheeling service shall be available only in the event that all Firm Service needs have been satisfied. Interruptible wheeling service shall also include title transfers pursuant to Section 19.2 of the General Terms and Conditions of this FERC Gas Tariff.

ASC may transport on an Interruptible basis daily quantities in excess of Customer's MDTQ as specified in Exhibit A of Customer's Hub Services Agreement subject to the other conditions of this Section 2, provided that Customer requests such service, nominates the Gas separately as excess service and ASC agrees to provide such excess service on such Day.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Interruptible wheeling service under this Rate Schedule including the applicable wheeling rate components set forth in the IW Rate Statement and as described below:

- (a) Interruptible Wheeling Charge. A charge for each Dth of Customer's Gas wheeled by ASC on any Day up to and including Customer's MDTQ.
- (b) Excess Wheeling Charge. A charge for each Dth of Customer's Gas wheeled by ASC in excess of Customer's MDTQ on any Day during a given Month.
- (c) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of this FERC Gas Tariff and as set forth in Exhibit A of Customer's Hub Services Agreement.
- (d) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(e) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Exhibit A of the Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible wheeling service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit A of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit A of Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of Exhibit A of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IW Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IW Rate Schedule shall control.

5.9 IL RATE SCHEDULE - INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Interruptible Gas loan service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available Interruptible storage capacity, injection or withdrawal capacity to perform service Customer has requested;
- (b) ASC has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Services;
- (c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Interruptible loan service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Interruptible loan service rendered by ASC to Customer under this Rate Schedule shall consist of the advancement to Customer, upon nomination and subsequent confirmation, of daily quantities of Gas in storage up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ"), as stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Service nominations for withdrawal have been satisfied and system needs allow. Customer agrees to replace the borrowed quantities of Gas to ASC at a time to be agreed upon as set forth in Exhibit A of the Hub Services Agreement by delivering Gas, including Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to Customer's Maximum Daily Injection Quantity ("MDIQ"), as stated in Exhibit A of the Hub Services Agreement with Customer, provided that all Firm Service nominations for injection have been satisfied and system needs allow.

To the extent Gas which is advanced to an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to Firm Services or to meet system needs, ASC may at its reasonable judgment and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of the IL Gas quantities borrowed by Customer at a time to be agreed upon. Unless ASC otherwise agrees, Customer shall be required to make ratable injections.

If Customer fails to replace or replenish borrowed Gas to ASC at the agreed upon time, ASC may purchase replacement Gas and Customer shall pay ASC the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by ASC or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by ASC to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

In the event ASC needs to require Customer to inject Gas into storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must inject Gas at its MDIQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's borrowed Gas is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

Interruptible loan service may include the injection of Gas into storage in amounts in excess of Interruptible Maximum Daily Injection Quantity on any Day ("Excess Injection Gas"), as stated in Exhibit A of the Customer's Hub Services Agreement, provided that Customer has requested such excess injection service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service. Such service may also include the withdrawal of Gas

from storage in amounts in excess of the Customer's Interruptible Maximum Daily Withdrawal Quantity on any Day ("Excess Withdrawal Gas"), as stated in Exhibit A of the Customer's Hub Service Agreement, provided that Customer has requested such excess withdrawal service, nominated the Gas separately as excess service and ASC has agreed to provide such excess service.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Interruptible loan service under this Rate Schedule including the applicable loan rate components set forth in the IL Rate Statement and as described below:

(a) Interruptible Loan Charge. A charge for each Dth of Gas in Customer's Loan Balance at the end of each Day, for each Day during a given Month.

(b) Interruptible Loan Injection Charge. A charge for each Dth of Gas injected into ASC's facilities pursuant to Section 2 of this Rate Schedule.

(c) Interruptible Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from ASC's facilities pursuant to Section 2 of this Rate Schedule.

(d) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2 of this Rate Schedule on any Day during a given Month.

(e) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2 of this Rate Schedule on any Day during a given Month.

(f) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Exhibit A of Customer's Hub Services Agreement.

(g) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in the Hub Services Agreement.

(h) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Exhibit A of the Hub Services Agreement.

4. INVOICE

Each invoice for Interruptible loan service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Exhibit A of Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Exhibit A of the Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of Exhibit A of the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this IL Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this IL Rate Schedule shall control.

5.10 EIPS RATE SCHEDULE - ENHANCED INTERRUPTIBLE PARKING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Parking Service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available Interruptible storage capacity, injection and withdrawal capacity to perform the parking service Customer has requested;
- (b) ASC has determined that the parking service Customer has requested will not interfere with efficient operation of its system or with Firm Services;
- (c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the parking service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Parking Service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Enhanced Interruptible Parking Service rendered by ASC to Customer under this Rate Schedule shall consist of the receipt, injection, storage, and withdrawal and delivery of Customer's Gas, on an Interruptible basis, by ASC. Service under this Rate Schedule includes:

- (a) The receipt on any Day and injection into storage of Customer's Gas per Customer's nomination up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Hub Services Agreement, provided that all Firm Service nominations for injection have been satisfied, Customer's Park Quantity is less than the Maximum Park Quantity set forth in Customer's Hub Services Agreement, Customer delivers the nominated quantity plus Fuel Reimbursement to the Point(s) of Receipt, and Customer's Park Balance has not exceeded Customer's Maximum Park Quantity and will not exceed Customer's Maximum Park Quantity upon injection of Customer's Gas on such Day;
- (b) The storage of Gas in amounts up to Customer's Maximum Park Quantity provided that all Firm Service storage needs have been satisfied;
- (c) The withdrawal from storage on any Day and delivery of Customer's Gas per Customer's nomination to the Point(s) of Delivery up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Customer's Hub Services Agreement, provided that all Firm Service nominations for withdrawals have been satisfied, and that Customer has a quantity of Gas stored in Customer's Park Balance not less than the quantity the Customer shall have nominated for withdrawal on such Day;
- (d) The injection of Gas into storage in amounts in excess of the Interruptible Maximum Daily Injection Quantity stated in Customer's Hub Services Agreement ("Excess Injection Gas") on any Day, provided that Customer has requested such excess injection service and separately nominated Excess Injection Gas service and that ASC has agreed to provide such excess service; and
- (e) The withdrawal of Gas from storage in amounts in excess of the Interruptible Maximum Daily Withdrawal Quantity stated in Customer's Hub Services Agreement ("Excess Withdrawal Gas") on any Day, provided that Customer has requested such excess withdrawal service and separately nominated Excess Withdrawal Gas service and that ASC has agreed to provide such excess service.

To the extent storage capacity which is being utilized by an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to furnish Firm Services, ASC shall require Customer to withdraw all, or any portion of, the EIPS Gas quantities held in storage by ASC for the account of Customer as specified by ASC. If Customer fails to withdraw

such EIPS Park Balance, then ASC may take, free and clear of any liens or adverse claims, title to such EIPS Park Balance as Customer was instructed to withdraw. ASC's notice to Customer may be given orally, but shall be confirmed in writing via e-mail or facsimile to the Customer.

In the event that ASC retains and takes title to any of Customer's Gas pursuant to this Section, ASC shall credit the value of such Gas, net of any costs incurred by ASC to take title to and/or resell such Gas, in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

In the event ASC must require Customer to withdraw its Gas from storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must withdraw Gas at its MDWQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's Gas is withdrawn from storage or until the circumstances necessitating interruption are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

3. RATES AND CHARGES

Customer shall pay rates and charges for Enhanced Interruptible Parking Service specified under this Rate Schedule including the applicable parking rate components set forth in the EIPS Rate Statement and as described below:

(a) Enhanced Interruptible Parking Charge. Either a monthly or daily charge for each Dth of Customer's Maximum Park Quantity. Daily Enhanced Interruptible Parking Charges shall be summed for all Days of service during a Month. ASC shall credit Customer's account for an amount equal to the daily Enhanced Interruptible Parking Charge for any Day as to which ASC interrupts Customer's Enhanced Interruptible Parking Service (i.e., in the event ASC interrupts Customer's Rate Schedule EIPS injections, withdrawals or parking quantity). If Customer's Hub Services Agreement specifies a monthly Enhanced Interruptible Parking Charge, the daily Enhanced Interruptible Parking Charge shall be calculated by dividing the monthly Enhanced Interruptible Parking Charge by the number of Days in the Month.

(b) Enhanced Interruptible Parking Nomination Charge. A charge for each Dth of Customer's maximum daily nominations for injections or withdrawals under this Rate Schedule (excluding any nominations for Excess Injection Gas or Excess Withdrawal Gas services), summed for all Days of service during a Month.

(c) Enhanced Interruptible Parking Injection Charge. A charge for each Dth of Customer's Gas injected into ASC's facilities pursuant to Section 2(a) of this Rate Schedule during a given invoice period.

(d) Enhanced Interruptible Parking Withdrawal Charge. A charge for each Dth of Customer's Gas withdrawn from ASC's facilities pursuant to Section 2(c) of this Rate Schedule during a given invoice period.

(e) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2.1(d) of this Rate Schedule on any Day during a given Month.

(f) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2.1(e) of this Rate Schedule on any Day during a given Month.

(g) Fuel Reimbursement. The amount of Gas to be retained for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(i) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Enhanced Interruptible Parking Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule in accordance with the rates and terms set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the parking service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such parking service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the parking service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) specified in the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration of Customer's Hub Service Agreement without renewal or upon termination of service under this Rate Schedule, any of Customer's Gas remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its Gas due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas at auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EIPS Rate Schedule, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EIPS Rate Schedule shall control.

5.11 EILS RATE SCHEDULE - ENHANCED INTERRUPTIBLE LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Loan Service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available Interruptible storage capacity, Gas in storage and injection and withdrawal capacity to perform service Customer has requested;
- (b) ASC has determined that the loan service Customer has requested will not interfere with efficient operation of its system or with Firm Services;
- (c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any transportation service required for utilization of the loan service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Loan Service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Enhanced Interruptible Loan Service rendered by ASC to Customer under this Rate Schedule shall consist of the advance to Customer, upon nomination and subsequent confirmation, of quantities of Gas in storage on any Day up to the Maximum Daily Withdrawal Quantity ("MDWQ") stated in Customer's Hub Services Agreement, provided that all Firm Service nominations for withdrawal for such Day have been satisfied and that such withdrawals are not otherwise inconsistent with ASC's operational requirements. Customer agrees to replace the borrowed quantities of Gas to ASC at a time to be agreed upon as set forth in Customer's Hub Services Agreement by delivering Gas, including Fuel Reimbursement, to Point(s) of Receipt in quantities on any Day up to the Maximum Daily Injection Quantity ("MDIQ") stated in Customer's Hub Services Agreement, provided that all Firm Service nominations for injection have been satisfied and that such injections are not otherwise inconsistent with ASC's operational requirements.

To the extent Gas which is advanced to an Interruptible Customer hereunder is needed by ASC in order to satisfy ASC's obligations to furnish Firm Services or to meet ASC's operational requirements, ASC may in its reasonable judgment and upon giving notice to Customer, interrupt the continuation of any or all services hereunder and require Customer to replace or replenish all, or any portion, of the EILS Gas quantities borrowed by Customer at a time to be agreed upon.

If Customer fails to return to ASC or replenish borrowed Gas at the agreed upon time, ASC may purchase replacement Gas and Customer shall pay ASC the cost of the replacement Gas, which shall include the actual cost of replacement supplies and any costs or penalties incurred by ASC or its Customers as a result of Customer's failure to deliver replacement Gas, plus all other costs incurred by ASC to secure such replacement Gas, including, but not limited to, third-party marketing fees, transportation by third-party pipeline companies, and all other costs for securing replacement Gas.

In the event ASC must require Customer to inject Gas into storage pursuant to this Section, ASC shall provide day-ahead notice to Customer that it must inject Gas at its MDIQ during the next Gas Day. ASC shall repeat this notice on a daily basis until all of Customer's borrowed Gas is replaced or until the circumstances necessitating interruption of Customer's loan are alleviated. In the event Customer makes a timely nomination in response to a notification by ASC pursuant to this paragraph, Customer's obligation to comply with that notification shall be tolled until such time as ASC's operational conditions allow ASC to schedule the nomination.

Enhanced Interruptible Loan Service may include the injection of Gas into storage in amounts in excess of the Interruptible Maximum Daily Injection Quantity stated in Customer's Hub Services Agreement ("Excess Injection Gas") on any Day, provided that Customer has requested such excess injection service and separately nominated Excess Injection Gas service and that ASC has agreed to provide such excess service. Such service may also include the withdrawal of Gas from

storage in amounts in excess of the Interruptible Maximum Daily Withdrawal Quantity stated in Customer's Hub Service Agreement ("Excess Withdrawal Gas") on any Day, provided that Customer has requested such excess withdrawal service and separately nominated Excess Withdrawal Gas service and that ASC has agreed to provide such excess service.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Enhanced Interruptible Loan Service specified under this Rate Schedule including the applicable loan rate components set forth in the EILS Rate Statement and as described below:

(a) Enhanced Interruptible Loan Charge. Either a monthly or daily charge for each Dth of Customer's Maximum Loan Quantity. Daily Enhanced Interruptible Loan Charges shall be summed for all Days of service during a Month. ASC shall credit Customer's account for an amount equal to the daily Enhanced Interruptible Loan Charge for any Day as to which ASC interrupts Customer's Enhanced Interruptible Loan Service (i.e., in the event ASC interrupts Customer's Rate Schedule EILS injections or withdrawals or requires the early return of loaned Gas). If Customer's Hub Services Agreement specifies a monthly Enhanced Interruptible Loan Charge, the daily Enhanced Interruptible Loan Charge shall be calculated by dividing the monthly Enhanced Interruptible Loan Charge by the number of Days in the Month.

(b) Enhanced Interruptible Loan Nomination Charge. A charge for each Dth of Customer's maximum daily nominations for injections or withdrawals under this Rate Schedule (excluding any nominations for Excess Injection Gas or Excess Withdrawal Gas services), summed for all Days of service during a Month.

(c) Enhanced Interruptible Loan Injection Charge. A charge for each Dth of Gas injected into ASC's facilities pursuant to Section 2 of this Rate Schedule.

(d) Enhanced Interruptible Loan Withdrawal Charge. A charge for each Dth of Gas withdrawn from ASC's facilities pursuant to Section 2 of this Rate Schedule.

(e) Excess Injection Charge. A usage charge for each Dth of Gas injected into ASC's facilities in excess of Customer's Interruptible Maximum Daily Injection Quantity pursuant to Section 2 of this Rate Schedule on any Day during a given Month.

(f) Excess Withdrawal Charge. A usage charge for each Dth of Gas withdrawn from ASC's facilities in excess of Customer's Interruptible Maximum Daily Withdrawal Quantity pursuant to Section 2 of this Rate Schedule on any Day during a given Month.

(g) Fuel Reimbursement. The amount of Gas to be retained for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Hub Services Agreement.

(h) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(i) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Enhanced Interruptible Loan Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule in accordance with the rates and terms set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities

having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the loan service contemplated hereby and to construct and operate the Gas storage facilities necessary to provide such loan service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the loan service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) specified in the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EILS Rate Schedule, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EILS Rate Schedule shall control.

5.12 EIWS RATE SCHEDULE - ENHANCED INTERRUPTIBLE WHEELING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Enhanced Interruptible Wheeling Service from ASC, provided that:

- (a) ASC has determined that it has sufficient operationally available Interruptible wheeling, receipt and delivery capacity to perform service Customer has requested;
- (b) ASC has determined that service Customer has requested will not interfere with efficient operation of its system or with Firm Services;
- (c) Customer and ASC have executed a Hub Services Agreement under this Rate Schedule;
- (d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and
- (e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Enhanced Interruptible Wheeling Service rendered by ASC to Customer through use of ASC's Thomas Corners, Adrian Field and/or Seneca Lake storage facilities pursuant to an executed Hub Services Agreement.

Enhanced Interruptible Wheeling Service rendered by ASC to Customer under this Rate Schedule shall consist of the transportation of Gas, on an Interruptible basis, by ASC for Customer on ASC's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

ASC shall, on an Interruptible basis, receive for Customer at Point(s) of Receipt and shall transport and deliver at the Point(s) of Delivery, less Fuel Reimbursement, daily quantities of Gas up to the Maximum Daily Wheeling Quantity ("MDTQ") as specified in Customer's Hub Services Agreement; provided, however, ASC 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. Interruptible wheeling service shall be available only in the event that all Firm Service needs have been satisfied. Enhanced Interruptible Wheeling Service shall also include title transfers pursuant to Section 19.2 of the General Terms and Conditions of this FERC Gas Tariff.

ASC may transport on an Interruptible basis daily quantities of Gas in excess of the MDTQ specified in Customer's Hub Services Agreement ("Excess Wheeling Gas") subject to the other conditions of this Section 2, provided that Customer requests such service and separately nominates Excess Wheeling Gas service and that ASC agrees to provide the requested excess service on such Day.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Enhanced Interruptible Wheeling Service specified under this Rate Schedule, including the applicable wheeling rate components set forth in the EIWS Rate Statement and as described below:

- (a) Enhanced Interruptible Wheeling Capacity Charge. Either a monthly or daily charge for each Dth of Customer's Maximum Daily Wheeling Quantity. Daily Enhanced Interruptible Wheeling Capacity Charges shall be summed for all Days of service during a Month. ASC shall credit Customer's account for an amount equal to the daily Enhanced Interruptible Wheeling Capacity Charge for any Day as to which ASC interrupts Customer's Enhanced Interruptible Wheeling Service. If Customer's Hub Services Agreement specifies a monthly Enhanced Interruptible Wheeling Capacity Charge, the daily Enhanced

Interruptible Wheeling Capacity Charge shall be calculated by dividing the monthly Enhanced Interruptible Wheeling Capacity Charge by the number of Days in the Month.

(b) Enhanced Interruptible Wheeling Nomination Charge. A charge for each Dth of Customer's maximum daily nominations for wheeling under this Rate Schedule (excluding any nominations for Excess Wheeling Gas service), summed for all Days of service during a Month.

(c) Interruptible Wheeling Commodity Charge. A charge for each Dth of Customer's Gas wheeled by ASC on any Day up to and including Customer's MDTQ.

(d) Excess Wheeling Charge. A charge for each Dth of Customer's Gas wheeled by ASC in excess of Customer's MDTQ on any Day during a given Month.

(e) Fuel Reimbursement. The amount of Gas to be retained for fuel and losses determined in accordance with Section 18 of this FERC Gas Tariff and as set forth in Customer's Hub Services Agreement.

(f) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related to service provided under this Rate Schedule, as set forth in Customer's Hub Services Agreement.

(g) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Hub Services Agreement.

4. INVOICE

Each invoice for Enhanced Interruptible Wheeling Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule in accordance with the rates and terms set forth in Customer's Hub Services Agreement.

5. TERM

The term for service under this Rate Schedule shall be as set forth in Customer's Hub Services Agreement.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Hub Services Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Hub Services Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term(s) specified in the Hub Services Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to any cause whatsoever, ASC's capability to receive or deliver quantities of Gas is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Interruptible services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this EIWS Rate Schedule, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this EIWS Rate Schedule shall control.

5.13 FSS-A RATE SCHEDULE - FIRM STORAGE SERVICE-ADRIAN

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of firm Gas storage service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available and uncommitted firm storage capacity and injection and withdrawal capacity to perform the service Customer has requested;

(b) Customer and ASC have executed a Firm Storage Service-Adrian Agreement under this Rate Schedule;

(c) Customer accepts responsibility for arranging any transportation service required for utilization of the storage service provided under this Rate Schedule;

(d) Availability of service under this Rate Schedule shall be subject to a determination by ASC that its performance of the service requested hereunder shall not cause a reduction in ASC's ability to provide Firm Services under currently effective Service Agreements; and

(e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

Service under this Rate Schedule shall only be available to Customers that contracted with Steuben Gas Storage Company for firm storage service, which service was converted to ASC under FERC Docket No. CP12-466-000; provided that a Replacement Customer that obtains capacity release from a Customer under this Rate Schedule shall be permitted to receive service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all firm storage service rendered by ASC to Customer through use of ASC's Adrian Field storage facility located in Steuben County, New York pursuant to an executed Firm Storage Service-Adrian Agreement.

2.1 Firm Storage Service rendered to Customer under this Rate Schedule shall consist of:

(a) Receipt on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Injection Quantity ("MDIQ") as stated in the executed Firm Storage Service-Adrian Agreement, plus Fuel Reimbursement at the Point(s) of Receipt and the injection of Gas so received into storage, provided Customer's Storage Inventory has not exceeded Customer's Maximum Storage Quantity;

(b) The storage of Gas in amounts up to Customer's firm Maximum Storage Quantity ("MSQ"); and

(c) The withdrawal from storage on any Day of Customer's Gas per Customer's nomination up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as stated in Customer's executed Firm Storage Service-Adrian Agreement and the delivery of such Gas to the Point(s) of Delivery, provided that Customer has a quantity of Gas in Customer's firm Storage Inventory not less than the quantity Customer shall have nominated for withdrawal on such Day.

(d) Customer's MDIQ during the winter months of November through March shall be zero (0) Dth. Customer's MDWQ during the summer months of April through October shall be zero (0) Dth. ASC shall treat any injections of Gas to storage nominated by Customer during the winter months as Excess Injection Gas. ASC shall treat any withdrawals of Gas from storage nominated by Customer during the summer months as Excess Withdrawal Gas.

(e) Service under this FSS-A Rate Schedule shall not be subject to any "cycling requirement" that would require Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

2.2 Provided the receipt of Gas from Customer and the injection of such Gas into storage can be accomplished by ASC without detriment to ASC's facilities and ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and inject on an Interruptible basis quantities of Gas in excess of Customer's MDIQ, provided that Customer's firm Storage Inventory has not exceeded Customer's Maximum Storage Quantity. Such excess quantities shall be deemed to be "Excess Injection Gas."

2.3 Provided such withdrawal of Gas from storage and delivery of such Gas to Customer can be accomplished by ASC without detriment to ASC's facilities and/or ASC's ability to meet its firm obligations to other Customers, ASC may, upon request of Customer and after confirmation by Customer's Transporter, schedule and withdraw on an Interruptible basis quantities of Gas in excess of Customer's MDWQ, provided that Customer has sufficient Gas stored in Customer's firm Storage inventory. Such excess quantities shall be deemed to be "Excess Withdrawal Gas."

3. RATES AND CHARGES

Customer shall pay rates and charges for Firm Storage Service under this Rate Schedule including the applicable storage rate components set forth in the FSS-A Rate Statement and as described below:

(a) Storage Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Storage Quantity.

(b) Withdrawal Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Withdrawal Quantity.

(c) Storage Injection Charge. A usage charge for each Dth of Customer's Gas injected into ASC's facilities (excluding any Fuel Reimbursement quantities retained on injections) pursuant to Section 2.1(a) of this Rate Schedule for each Day during a given Month.

(d) Storage Withdrawal Charge. A usage charge for each Dth of Customer's Gas withdrawn from ASC's facilities (excluding any Fuel Reimbursement quantities retained on withdrawals) pursuant to Section 2.1(c) of this Rate Schedule for each Day during a given Month.

(e) Excess Injection/Withdrawal Charge. A usage charge for each Dth of Excess Injection Gas or Excess Withdrawal Gas injected into or withdrawn from ASC's facilities (excluding any Fuel Reimbursement quantities retained on injections or withdrawals, as applicable) during a given Month in accordance with Section 2.2 or 2.3 of this Rate Schedule.

(f) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 18 of the General Terms and Conditions of this FERC Gas Tariff and set forth in Customer's Firm Storage Service-Adrian Agreement.

(g) Regulatory Fees and Charges. Customer shall pay ASC any other charges applicable to service under this Rate Schedule authorized by the Federal Energy Regulatory Commission, or any other successor agency having jurisdiction.

(h) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed to ASC, as set forth in Section 15 of the General Terms and Conditions of this FERC Gas Tariff and in Customer's Firm Storage Service-Adrian Agreement.

(i) Reservation charge credit. ASC shall credit Customer's invoice for the Month of April each year by an amount equal to the withdrawal deficiency for the prior Winter Period, calculated in accordance with Section 10 of this Rate Schedule, multiplied by the Reservation Charge Credit rate set forth in Customer's Firm Storage Service-Adrian Agreement.

4. INVOICE

Each invoice for Firm Storage Service under this Rate Schedule shall reflect the applicable charges set forth under Section 3 of this Rate Schedule, at rates set forth in Customer's Firm Storage Service-Adrian Agreement.

5. TERM AND RIGHT OF FIRST REFUSAL

5.1 The term for service under this Rate Schedule shall be as set forth in the executed Firm Storage Service-Adrian Agreement.

5.2 ASC and Customer may negotiate options for renewal terms. Unless otherwise agreed, any Customer with a Firm Storage Service-Adrian Agreement having a term of five (5) years 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 (i) that Customer notifies ASC in writing twelve (12) months prior to the expiration of the Agreement of its intent to continue service under the Agreement, and matches 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 evaluation purposes) for such capacity as determined in accordance with the Bid Evaluation Procedures under Section 3.1(b) of the General Terms and Conditions, and (ii) that ASC shall not be obligated to enter into an extension of any Agreement or continue service at any rate that does not yield an acceptable return to ASC, nor shall ASC 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 3.3(g) of the General Terms and Conditions.

After Customer has notified ASC of its intent to continue service, the capacity available under Customer's Agreement will be posted on ASC's Internet Web Site for bid in accordance with the open season procedures set forth in Section 3.1(b)-(d) of the General Terms and Conditions. ASC will accept bids for this capacity from the time of posting up to and including a date designated by ASC that is no more than eleven (11) months and no less than two (2) months prior to the date the existing Agreement is scheduled to expire. Within five (5) Business Days of the date bidding ends, ASC will notify Customer of the bid received having the greatest economic value, as determined by the Bid Evaluation Procedures in accordance with Section 3.1(b) of the General Terms and Conditions. Customer will have three (3) Business Days to notify ASC whether it will match the rate and term offered in the best bid (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 ASC.

5.3 Notwithstanding anything herein to the contrary, ASC may negotiate extension rights, such as rollover, evergreen and right of first refusal provisions, with Customers on a non-discriminatory basis.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Storage Service-Adrian Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the storage service contemplated hereby and to construct and operate the facilities necessary to provide such service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Storage Service Agreement executed by the parties shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided however, that any market-based rates; reservation charge credits; fuel reimbursement percentages; maximum storage, daily receipt, daily delivery, injection and withdrawal quantities; contract term; and ratchet provisions negotiated between ASC and its Customer(s) shall remain in effect during the term(s) of the Firm Storage Service-Adrian Agreement(s) specifying such rates and provisions.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, ASC's capability to receive or deliver quantities is impaired so that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Firm Services, then capacity, withdrawals and/or injections will be allocated according to the priority of service as set forth in Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

8. EXPIRATION OF TERM

8.1 Upon expiration without renewal or upon termination of Customer's applicable Firm Storage Service-Adrian Agreement, any of Customer's Gas, other than Base Gas, remaining in the applicable ASC storage facility shall be deemed sold to ASC at a price equal to 80% of the price realized for such Gas pursuant to an auction held in accordance with Section 31 of the General Terms and Conditions of this FERC Gas Tariff. However, if Customer was unable to withdraw its FSS-A Gas quantities due to an interruption of Customer's withdrawal service by ASC during the last ten Days before termination, Customer shall be allowed to withdraw its Gas within a reasonable period following the end of the contract term. Customer's Base Gas (if any) shall be refunded to Customer upon expiration or termination of Customer's applicable Service Agreement pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions relating to the timing of, and rate at which, such Base Gas shall be returned to Customer. "Base Gas" means Gas required to remain in the storage field sufficient to protect the integrity of the storage field.

8.2 Payment for the remaining quantities of Gas shall appear as a credit on the last statement rendered by ASC to Customer. To the extent that the credit exceeds the total charges in that statement, the difference shall be paid by ASC to Customer on or before the 25th day of the Month following the Month of such expiration or termination.

8.3 In the event that ASC purchases and takes title to any of Customer's Gas pursuant to this Section 8, ASC shall dispose of such Gas by auction and shall credit the net proceeds received from such auction in accordance with the provisions of Section 31 of the General Terms and Conditions of this FERC Gas Tariff.

9. STORAGE RATCHETS

The following injection ratchets shall apply to Customer's service under this Rate Schedule. Customer shall select one of the following options for daily withdrawal capability for inclusion in its executed Firm Storage Service-Adrian Agreement:

<u>Injection Ratchets</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDIQ Multiplier</u>
All Customers	0 - 50%	100%
	Greater than 50%	75%
<u>Withdrawal Ratchet Options</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDWQ Multiplier</u>
Option 1	100% - 30%	100%
	Less than 30% - 18%	65%
	Less than 18% - 8%	50%
	Less than 8%	40%
Option 2	100% - 25%	100%
	Less than 25% - 15%	80%
	Less than 15% - 5%	60%
	Less than 5%	45%
Option 3	100% - 30%	100%
	Less than 30% to 16%	75%
	Less than 16% to 8%	55%
	Less than 8%	43%

10. RESERVATION CHARGE CREDITING

In the event that, during any one or more Days of any Winter Period, ASC is unable to withdraw from storage and tender for redelivery the quantity of Gas that a Customer under this Rate Schedule nominates in accordance with the provisions of this FERC Gas Tariff, and if Customer and ASC are unable to agree upon and effect make-up of such deficient withdrawals during the balance of such Winter Period, then Customer shall be entitled to a Reservation Charge Credit to be effected in accordance with Section 3(i) of this Rate Schedule. The term "Winter Period," as used in this Rate Schedule, shall mean a five-month period beginning on November 1 and ending on the following March 31. Reservation charge credits under this Section 10 are in lieu of any credits under Section 6.16 of the General Terms and Conditions of this FERC Gas Tariff.

Reservation charge crediting shall not be subject to the limitation of ASC's liability provisions set forth at Section 5.5(j) of the General Terms and Conditions of this FERC Gas Tariff.

11. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FSS-A Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FSS-A Rate Schedule shall control.

5.14 FWS RATE SCHEDULE - FIRM WHEELING SERVICE

1. AVAILABILITY

This Rate Schedule is available to any Customer for the purchase of Firm Wheeling Service from ASC, provided that:

(a) ASC has determined that it has sufficient operationally available firm wheeling, receipt and delivery capacity to perform the service Customer has requested;

(b) ASC has determined that the service Customer has requested will not interfere with efficient operation of its system or with other firm services;

(c) Customer and ASC have executed a Firm Wheeling Service Agreement under this Rate Schedule;

(d) Customer accepts responsibility for arranging any upstream and/or downstream transportation service required for utilization of the wheeling service provided under this Rate Schedule; and

(e) Service under this Rate Schedule may not be available to the extent that ASC would be required to construct, modify, expand or acquire any facilities to enable ASC to perform the requested services.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all Firm Wheeling Service rendered by ASC to Customer through use of ASC's system pursuant to an executed Firm Wheeling Service Agreement.

Firm Wheeling Service rendered under this Rate Schedule shall consist of the wheeling of Gas, on a firm basis, by ASC for Customer on ASC's system between agreed upon Point(s) of Receipt and Point(s) of Delivery.

ASC shall, on a firm basis, in response to Customer's nominations scheduled in accordance with this FERC Gas Tariff, receive on each Day for Customer at Point(s) of Receipt and shall wheel and deliver at the Point(s) of Delivery, less Fuel Reimbursement, quantities of Gas up to the Maximum Daily Firm Wheeling Quantity ("MDFWQ"), as specified in the Customer's Firm Wheeling Service Agreement; provided, however, ASC shall not be obligated to receive, wheel and/or deliver quantities of Gas on any Day in excess of the quantity nominated and scheduled for that Day. In addition, Customer shall deliver the applicable Fuel Reimbursement quantity, as set forth in Customer's Firm Wheeling Service Agreement, to the Point(s) of Receipt.

The maximum hourly flow rate for Firm Wheeling Service shall be as specified in Customer's Firm Wheeling Service Agreement. ASC and a Customer may agree on a maximum hourly flow rate of 1/24, 1/16 or 1/12 applicable to Customer's MDFWQ, Maximum Daily Receipt Quantity ("MDRQ") for each primary Receipt Point, and Maximum Daily Delivery Quantity ("MDDQ") for each primary Delivery Point, provided that Customer may not exceed any MDRQ or MDDQ during a Gas Day. As determined by ASC in its sole and reasonable judgment, hourly flow rates above the level specified in Customer's Firm Wheeling Service Agreement may be permitted.

3. RATES AND CHARGES

Customer shall pay the rates and charges for Firm Wheeling Service under this Rate Schedule including the applicable wheeling rate components set forth in the FWS Rate Statement and as described below:

(a) Firm Wheeling Reservation Charge. A Monthly charge for each Dth of Customer's Maximum Daily Firm Wheeling Quantity.

(b) Firm Wheeling Commodity Charge. A charge for each Dth of Customer's Gas wheeled by ASC.

(b) Fuel Reimbursement. The amount of Gas for fuel and losses determined in accordance with Section 6.19 of this FERC Gas Tariff and as set forth in Customer's Firm Wheeling Service Agreement.

(c) Regulatory Fees and Charges. Customer shall reimburse ASC for all fees and charges, as required by the Commission or any other regulatory body, that are related

to service provided under this Rate Schedule, as set forth in Customer's Firm Wheeling Service Agreement.

(d) Taxes. Customer shall reimburse ASC for all applicable taxes as may be assessed, as set forth in Section 6.15 of this FERC Gas Tariff and in Customer's Firm Wheeling Service Agreement.

4. INVOICE

Each invoice for Firm Wheeling Service shall reflect the applicable charges set forth under Section 3 of this Rate Schedule at rates and terms set forth in Customer's Firm Wheeling Service Agreement.

5. TERM

The primary term for service under this Rate Schedule shall be as set forth in Customer's Firm Wheeling Service Agreement. Unless specified otherwise in the Firm Wheeling Service Agreement, the Firm Wheeling Service Agreement shall terminate at the end of the primary term, and Customer shall have no rights of extension or of first refusal.

6. AUTHORIZATION, RATES, TERMS AND CHANGES

6.1 The Firm Wheeling Service Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance, by FERC, and any state or local governmental agency having jurisdiction, of requisite authorization for ASC to provide the wheeling service contemplated hereby and to construct and operate the Gas wheeling facilities necessary to provide such wheeling service and for any connected pipeline to transport Gas to/from the Point(s) of Receipt/Delivery necessary to effect the wheeling service provided for herein.

6.2 ASC shall have the right to propose to FERC or any other governing regulatory body such changes in its rates and terms of service as it deems necessary, and the Firm Wheeling Service Agreement shall be deemed to include any changes which are made effective pursuant to order or regulation or provisions of law, without prejudice to Customer's right to protest the same; provided, however, that any market-based rates negotiated between ASC and its Customer(s) shall remain in effect during the term of the Firm Wheeling Service Agreement(s) specifying such rates.

7. CURTAILMENT

If, due to an emergency situation or when unexpected capacity loss occurs after scheduling, ASC's capability to receive or deliver quantities of Gas is impaired such that ASC is unable to receive or deliver the quantities provided for in its Service Agreements with Customers for Firm Services, then capacity will be allocated according to the priority of service as set forth in Section 6.5 of this FERC Gas Tariff.

8. GENERAL TERMS AND CONDITIONS

Applicable provisions of the General Terms and Conditions of this FERC Gas Tariff, as such provisions may be amended from time to time, are hereby incorporated by reference and made a part of this FWS Rate Schedule, where applicable, and shall supplement the terms and conditions governing service rendered hereunder, as though stated herein; provided, however, that in the event of any inconsistency, the terms of this FWS Rate Schedule shall control.

6.0 GENERAL TERMS AND CONDITIONS

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6.1 GENERAL TERMS AND CONDITIONS

1. INTRODUCTORY STATEMENT

Except where expressly stated otherwise, the General Terms and Conditions of ASC's currently effective FERC Gas Tariff shall apply to all Gas services rendered by ASC under any Service Agreement, including, but not limited to, service under the Rate Schedules set forth in this FERC Gas Tariff.

6.2 GENERAL TERMS AND CONDITIONS - DEFINITIONS

2. DEFINITIONS

2.1 "Action Alert" shall have the meaning set forth in Section 5.5(f).

2.2 "Bcf" means billion (1,000,000,000) cubic feet.

2.3 "Btu" means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psia and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C, and dry on a metric basis).

2.4 "Business Day" means Monday through Friday, excluding Federal Banking Holidays for transactions in the United States, and similar holidays for transactions occurring in Canada and Mexico.

2.5 "Contract Year" means the twelve (12) month period beginning on the date storage service under a Service Agreement commences and each subsequent twelve month period thereafter during the term of the Service Agreement.

2.6 "Critical Notices" shall mean information pertaining to ASC conditions that affect scheduling or adversely affect scheduled Gas flow.

2.7 "A cubic foot of Gas" equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psia, and dry. Mcf means one thousand (1,000) cubic feet and Mmcf means one million (1,000,000) cubic feet.

2.8 "Customer" means the party that holds all lawful right and title to the Gas that is being stored, parked and/or wheeled and who executes a Service Agreement with ASC.

2.9 "Day" means a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 a.m. (Central Clock Time ("CCT")).

2.10 "Dekatherm" ("Dth") means the quantity of heat energy which is equivalent to 1,000,000 Btu. One "Dekatherm" of Gas means the quantity of Gas which contains one Dekatherm of heat energy.

2.11 "Elapsed Prorata Capacity" means that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

2.12 "Elapsed-prorated-scheduled Quantity" shall mean that portion of the scheduled quantity that would have theoretically flowed up to the effective time of the intraday nomination being confirmed, based upon a cumulative uniform hourly quantity for each nomination period affected.

2.13 "FERC" or "Commission" means the Federal Energy Regulatory Commission or any successor agency.

2.14 "Firm Service" means any service under Rate Schedules FSS, FWS, NNSS, FP or FL.

2.15 "Fuel Reimbursement" shall have the meaning set forth in Section 18 of the General Terms and Conditions of this FERC Gas Tariff.

2.16 "Gas" means natural gas in its natural state, produced from wells, including casinghead gas produced with crude oil, natural gas from gas wells and residue gas resulting from processing both casinghead gas and gas well gas.

2.17 "Internet Web Site" means ASC's HTML site accessible via the Internet's World Wide Web and located at <http://www.arlingtongasstorage.com>.

2.18 "Interruptible" means that the storage (including the injection or withdrawal of Gas), parking, wheeling, or loaning is subject to interruption at any time by ASC. A Customer may be required to withdraw Gas held in storage pursuant to Customer's Service Agreement for Interruptible service or Exhibit A of Customer's Hub Services Agreement, or provide Gas to ASC, should such capacity or quantities be required by a Firm Service.

2.19 "Intraday nomination" means a nomination submitted after the nomination deadline whose effective time is no earlier than the beginning of the Day and runs through the end of that Day.

2.20 "Loan Balance" means the quantity of Gas, expressed in Dth, that ASC has loaned to Customer, provided that the Loan Balance shall never exceed Customer's Maximum Loan Quantity specified in Customer's Firm Loan Service Agreement or Exhibit A of Customer's Hub Services Agreement.

2.21 "Maximum Daily Delivery Quantity" or "MDDQ" means the maximum quantity of Gas, expressed in Dths, specified in Customer's Service Agreement (Exhibit A of the Hub Services Agreement), that Customer may nominate and that ASC shall deliver at a Point of Delivery, subject to Section 8.3 of these General Terms and Conditions.

2.22 "Maximum Daily Firm Wheeling Quantity" or "MDFWQ" means the maximum quantity of Gas, expressed in Dths, specified in the Customer's Firm Wheeling Service Agreement that Customer may nominate and that ASC shall transport from a Point of Receipt to a Point of Delivery, subject to Section 8.3 of these General Terms and Conditions.

2.23 "Maximum Daily Injection Quantity" or "MDIQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Service Agreement (Exhibit A of the Hub Services Agreement), that Customer may nominate and that ASC shall receive at all Point(s) of Receipt for injection into storage each Day, subject to Section 8.3 of these General Terms and Conditions.

2.24 "Maximum Daily Receipt Quantity" or "MDRQ" means the maximum quantity of Gas, expressed in Dths specified in Customer's Service Agreement (Exhibit A of the Hub Services Agreement), that Customer may nominate and that ASC shall receive at each Point of Receipt, subject to Section 8.3 of these General Terms and Conditions.

2.25 "Maximum Daily Wheeling Quantity" or "MDTQ" means the maximum quantity of Gas, expressed in Dths, specified in Exhibit A of Customer's Hub Services Agreement that Customer may nominate and that ASC shall transport from a Point of Receipt to a Point of Delivery, subject to Section 8.3 of these General Terms and Conditions.

2.26 "Maximum Daily Withdrawal Quantity" or "MDWQ" means the maximum quantity of Gas, expressed in Dth, specified in Customer's Service Agreement (Exhibit A of the Hub Services Agreement), that Customer may nominate and that ASC shall withdraw from storage and tender to Customer at all Point(s) of Delivery, subject to Section 8.3 of these General Terms and Conditions.

2.27 "Maximum Loan Quantity" means the maximum quantity of Gas, expressed in Dth, that ASC is obligated to loan to Customer at any of ASC's storage facilities located in Steuben County and Schuyler County, New York, as specified in Customer's Firm Loan Service Agreement or in Exhibit A of Customer's Hub Services Agreement.

2.28 "Maximum Park Quantity" means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in any of ASC's storage facilities located in Steuben County and Schuyler County, New York, at any given time as specified in Customer's Firm Parking Service Agreement or Exhibit A of Customer's Hub Services Agreement.

2.29 "Maximum Storage Quantity" ("MSQ") means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in any of ASC's storage facilities located in Steuben County and Schuyler County, New York, at any given time as specified in the Service Agreement (Exhibit A of the Hub Services Agreement).

2.30 "Month" means the period beginning at 9:00 a.m. Central Clock Time on the first Day of a calendar month and ending at 9:00 a.m. Central Clock Time on the first Day of the next succeeding month.

2.31 "No-Notice Maximum Daily Quantity" means the quantity of Gas, expressed in Dth, by which Customer may deviate from its nominations pursuant to its Firm Storage Service Agreement, as set forth in Customer's No-Notice Service Agreement.

2.32 "North American Energy Standards Board" or "NAESB" means 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. "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.

2.33 "Operational Flow Order" or "OFO" means an order issued to alleviate conditions, inter alia, which threaten or could threaten the safe operations or system integrity of ASC's system or to maintain operations required to provide efficient and reliable firm service. Whenever ASC experiences these conditions, any pertinent order will be referred to as an Operational Flow Order.

2.34 "Park Balance" means quantity of Gas, expressed in Dth, that Customer has in ASC's storage facilities for Customer's account, provided that the Park Balance shall never exceed Customer's Maximum Park Quantity specified in Customer's Firm Parking Service Agreement or in Exhibit A of Customer's Hub Services Agreement.

2.35 "Point(s) of Delivery" means the point or points located on ASC's system, or a third party pipeline system used by ASC to provide service to its Customers pursuant to Section 29 of these General Terms and Conditions, specified in Customer's Service Agreement at which ASC shall tender Gas to Customer.

2.36 "Point(s) of Receipt" means the point or points located on ASC's system, or a third party pipeline system used by ASC to provide service to its Customers pursuant to Section 29 of these General Terms and Conditions, specified in Customer's Service Agreement at which ASC shall receive Gas from Customer.

2.37 "Pooling" means 1) the aggregation of Gas from multiple physical and/or logical points to a single physical or logical point, and/or 2) the dis-aggregation of Gas from a single physical or logical point to multiple physical and/or logical points.

2.38 "Psig" means pounds per square inch gauge.

2.39 "Releasing Customer" means a Customer who has agreed to release some or all of its rights under its Service Agreement for Firm Storage Service.

2.40 "Replacement Customer" means a Customer who has assumed any released rights to capacity of a Releasing Customer.

2.41 "Service Agreement" means a Firm Storage Service Agreement, a Firm Storage Service-Adrian Agreement, a Firm Wheeling Service Agreement, a No-Notice Storage Service Agreement, a Firm Parking Service Agreement, a Firm Loan Service Agreement, an Interruptible Storage Service Agreement, an Interruptible Hourly Balancing Service Agreement, a Hub Services Agreement or a Capacity Release Umbrella Agreement.

2.42 "Storage Inventory" means the quantity of working Gas, expressed in Dths, that a Customer has in place in ASC's storage facilities for Customer's account.

2.43 "Tennessee" means Tennessee Gas Pipeline Company, L.L.C. or its successor entity.

2.44 "Transporter" means the Customer's transporter designated to deliver Gas to the Point(s) of Receipt or Customer's transporter designated to receive Gas from the Point(s) of Delivery.

6.3 GENERAL TERMS AND CONDITIONS - REQUEST FOR SERVICE

3. REQUEST FOR SERVICE

3.1 Procedures for Sale of Capacity.

(a) Sale of Capacity. Upon the availability of new storage or wheeling capacity resulting from an expansion of ASC's facilities or as storage capacity becomes available in ASC's facilities, ASC shall sell such capacity to prospective Customers either via the open season procedures described in Sections 3.1(b)-(f) below or via the first-come, first-served procedures described in Section 3.1(g) below, with the selection of the procedures being at ASC's sole option. This Section 3.1 shall apply to sales of capacity under Rate Schedules FSS, FWS, NNS, FP and FL.

(b) Notice of open season. If ASC elects to conduct an open season pursuant to Section 3.1(a) above, ASC shall post notice of the open season on its Internet Web Site. Such notice shall set forth when the open season begins and ends, the type of service being offered, how and where interested parties may submit requests for service, the criteria that will be used to evaluate bids ("Bid Evaluation Procedures"), and additional details about the open season.

(c) Duration. An open season held pursuant to Section 3.1(b) above shall be held for a period of not less than three (3) Business Days. During this time, ASC will accept bids from potential Customers for the service identified in the notice of the open season.

(d) At the conclusion of the open season, the value of each submitted bid will be determined according to the Bid Evaluation Procedures. ASC reserves the right to reject any bid which (i) may detrimentally impact the operational integrity of ASC's facilities, (ii) yields an economic value that is unacceptable to ASC, (iii) does not satisfy all of the terms of a specific open season, (iv) does not contain all of the required information specified in the notice of the open season, (v) contains terms and conditions other than those contained in ASC's FERC Gas Tariff, and/or (vi) does not meet ASC's creditworthiness requirements set forth in Section 3.3(g) of these General Terms and Conditions. If ASC rejects any request for available capacity posted pursuant to this Section 3.1(d), ASC will notify the potential Customer that submitted the rejected bid of the reason(s) for such rejection via e-mail.

(e) During the allocation process at the conclusion of an open season, storage capacity will be allocated to the acceptable bid(s) in accordance with the Bid Evaluation Procedures.

(f) Execution of Agreements. A prospective Customer allocated storage capacity in an open season shall be required to execute one or more Service Agreements for Firm Service no later than 30 consecutive days following the close of the open season or forfeit the service that has been allocated to it.

(g) Firm storage capacity that is or becomes available in ASC's facilities for which ASC determines, pursuant to Section 3.1(a) above, that an open season will not be held shall be posted on ASC's Internet Web Site pursuant to Section 284.13(d)(1) of the Commission's regulations and shall be allocated on a first-come, first-served basis to the first prospective Customer offering to pay a rate and offer a term of service that ASC finds acceptable. From time to time, ASC may negotiate with Customers for prearranged storage service for a future period or for interim service. ASC will post information regarding available storage capacity on its Internet Web Site before it provides such information to any potential Customer.

3.2 Requests for Service. Any prospective Customer wishing to obtain service from ASC shall submit in writing to ASC a request for service in substantially the same format as that shown in Section 32. Such request may be delivered in person or submitted by United States mail, overnight courier service, or facsimile transmission (fax). ASC shall evaluate and respond to prospective Customer's request within five (5) Business Days of its receipt. If ASC and prospective Customer mutually agree to the rates prospective Customer will pay for service, ASC shall, subject to execution of a Service Agreement, endeavor to provide service within the time specified in the written request. Prospective Customer's request for service shall be considered complete only if the information specified in Sections 3.3 and 3.4 of these General Terms and Conditions is provided in writing.

Requests for service may be sent to:

Wes Deskin
Senior Director, Northeast Asset Optimization
Arlington Storage Company, LLC
811 Main Street, Suite 3400
Houston, TX 77002
Telephone: (832) 519-2252
Facsimile: (832) 519-2251
e-mail: Wes.Deskin@crestwoodlp.com

3.3 Information Requirements. Each request for service shall include the following information:

- (a) Prospective Customer's name, address, representative and telephone number.
- (b) A statement as to whether the prospective Customer is a local distribution company ("LDC"), an intrastate pipeline company, an interstate pipeline company, a marketer/broker, a producer, an end user or an other type of entity (which other entity must be described).
- (c) Separately with respect to the Thomas Corners, Adrian Field and Seneca Lake storage facilities, the type of service requested, whether FSS, FWS, NNSS, FP, FL, EIPS, EILS, EIWS, ISS, IHBS, IP, IL or IW, at each facility.
- (d) Separately with respect to the Thomas Corners, Adrian Field and Seneca Lake storage facilities, the quantity requested:
 - (1) MDIQ, MDWQ and, as applicable, MSQ, Maximum Park Quantity, or Maximum Loan Quantity (stated in Dth) at each facility.
 - (2) MDRQ (stated in Dth/Day) for each Transporter (FSS, FP and FL only) at each facility.
 - (3) MDDQ (stated in Dth/Day) for each Transporter (FSS, FP and FL only) at each facility.
 - (4) For no-notice service, No-Notice Maximum Daily Receipt Quantity and No-Notice Maximum Daily Delivery Quantity (stated in Dth/Day) at each facility.
 - (5) For wheeling service (FWS, EIWS, and IW only), MDFWQ or, MDTQ, as applicable, at each facility.
- (e) Separately with respect to the Thomas Corners, Adrian Field and Seneca Lake storage facilities, the price offered by the prospective Customer for each service requested.
- (f) Separately with respect to the Thomas Corners, Adrian Field and Seneca Lake storage facilities, the term of service, including the date service is requested to commence and the date service is requested to terminate.
- (g) Evidence of creditworthiness. Acceptance of a service request and/or continuation of service is contingent upon ASC's completion of a credit appraisal it deems satisfactory in accordance with the criteria set forth in this Section. To enable ASC to conduct such credit appraisal, a prospective Customer shall submit the information enumerated below, to the extent such information is applicable to such prospective Customer; provided, however, that ASC's receipt of such material shall not be deemed acceptance of a request for service, which acceptance shall be made only after ASC's receipt of the material and information set forth below and a determination by ASC that the prospective Customer is sufficiently creditworthy. A prospective Customer shall not be required to provide the foregoing information if prospective Customer has a Credit Rating, as defined in Section 30 of these General Terms and Conditions, or if prospective Customer has agreed to provide Financial Assurances in accordance with Section 30. ASC shall maintain the confidentiality of any non-public information received from a prospective Customer pursuant to this Section. A prospective Customer shall be deemed creditworthy if the prospective Customer has an Acceptable Credit Rating, as defined in Section 30 of these General Terms and Conditions, or if the prospective Customer satisfies ASC's credit appraisal criteria based on an evaluation of the material provided by prospective Customer pursuant to this Section. If ASC concludes that a prospective Customer is not creditworthy, ASC shall provide written notice to the prospective

Customer within ten (10) days after that determination is made. If requested by the prospective Customer, ASC will provide a written explanation of the basis for its determination within five (5) days of such request. A prospective Customer may challenge ASC's determination by providing a written rebuttal in accordance with Section 3.3(j) (6) of these General Terms and Conditions. ASC shall respond to such a rebuttal in writing within five (5) business days in accordance with Section 3.3(j) (7). Any reevaluation of credit by ASC in response to such a rebuttal by a prospective Customer shall be based on the creditworthiness criteria set forth in this Section.

(1) Prospective Customer shall provide current audited financial statements, annual reports, 10-K reports, interim financial statements with attestation by the Chief Financial Officer (or equivalent) that such statements are a true, correct and fair representation of financial condition prepared in accordance with Generally Accepted Accounting Principles and other filings with regulatory agencies which discuss the prospective Customer's financial status, a list of all corporate affiliates, parent companies and subsidiaries, and any reports from credit reporting and bond rating agencies which are available;

(2) Prospective Customer shall provide a bank reference and at least two trade references. The results of reference checks and any credit reports must show that the prospective Customer's obligations are being paid on a reasonably prompt basis;

(3) Prospective Customer shall confirm in writing that it is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a prospective Customer that is a debtor in possession operating under Chapter XI of the U.S. Bankruptcy Code but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the bankruptcy court's jurisdiction;

(4) Prospective Customer shall confirm in writing that it is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency or the inability to exist as an ongoing business entity;

(5) If Prospective Customer has an on-going business relationship with ASC, no delinquent balances shall be outstanding for services ASC shall have previously performed and Customer shall have paid its account in the past according to the established terms and not made deductions or withheld payment for claims not authorized by contract;

(6) Prospective Customer shall confirm in writing that no significant collection lawsuits or judgments are outstanding which would seriously reflect upon the business entity's ability to remain solvent;

(7) For prospective Customers that are state-regulated local distribution companies, documentation provided by each state regulatory commission (or equivalent authority) having jurisdiction over the local distribution company's rates establishing the existence and effectiveness of an authorized gas cost recovery mechanism which (x) provides for full recovery of both gas commodity and transportation capacity costs and (y) is afforded regulatory asset accounting treatment in accordance with Generally Accepted Accounting Principles;

(8) A Statement of prospective Customer's legal composition and a statement of the length of time Customer's business has been in operation; and

(9) Such other information as may be mutually agreed to by ASC and prospective Customer.

(h) In the event prospective Customer cannot provide the information specified in Section 3.3(g) above, it shall, if applicable, provide that information for its parent company.

(i) ASC shall not be required to perform or to continue service under any Rate Schedule on behalf of any Customer or prospective Customer which is or has become insolvent or which, at ASC's request, fails to demonstrate creditworthiness in accordance with Section 3.3(g), and ASC may take such action as is permitted in Section 27.2 of

these General Terms and Conditions; provided, however, that such Customer or prospective Customer may receive service under any Rate Schedule if it provides Financial Assurances pursuant to Section 30. For purposes of this Section 3.3(i), the insolvency of a Customer or prospective Customer shall be conclusively demonstrated by the filing by Customer, or any parent entity thereof or guarantor of Customer, of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Customer, or any parent entity thereof or guarantor of Customer, bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Customer, or any parent entity thereof or guarantor of Customer, under the U.S. Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Customer, or any parent entity thereof or guarantor of Customer, or of any substantial part of their property, or the ordering of the winding-up or liquidation of their affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days. ASC may not take any action under this Section 3.3(i) which conflicts with any order of the U.S. Bankruptcy Court.

(j) ASC's determination of a Customer's or prospective Customer's creditworthiness shall be subject to the following procedures:

(1) If ASC requests additional information to be used for credit evaluation after the initiation of service, ASC, 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. ASC and Customer may mutually agree to waive the requirements of this standard.

(2) Upon receipt of either an initial or follow-up request from ASC for information to be used for creditworthiness evaluation, Customer's or prospective Customer's authorized representative(s) shall acknowledge receipt of ASC's request. ASC and the Customer or prospective Customer may mutually agree to waive the requirements of this standard.

(3) Customer's or prospective Customer's authorized representative(s) shall respond to ASC's request for credit information, as allowed by ASC's tariff, on or before the due date specified in the request. Customer or prospective Customer shall provide all the credit information requested by ASC or provide the reason(s) why any of the requested information was not provided.

(4) Upon receipt from Customer or prospective Customer of all credit information provided pursuant to applicable NAESB WGQ standards, ASC shall notify the Customer's or prospective Customer's authorized representative(s) that it has received such information. ASC and Customer or Prospective Customer may mutually agree to waive the requirements of this standard.

(5) (i) Customer or prospective Customer shall designate up to two representatives who are authorized to receive notices regarding the Customer's or prospective Customer's creditworthiness, including requests for additional information, pursuant to the applicable NAESB WGQ standards and shall provide to ASC 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 ASC to provide creditworthiness notifications is waived until the above requirement has been met. Customer or prospective Customer shall manage internal distribution of any creditworthiness notices that are received.

(ii) ASC shall designate, on its Internet Web Site or in written notices to Customer or prospective Customer, the Internet e-mail addresses of up to two representatives who are authorized to receive notices regarding Customer's or prospective Customer's creditworthiness. Customer's or prospective Customer's obligation to provide confirmation of receipt is met by sending such confirmation to such representatives, and ASC shall manage internal distribution of any such confirmations.

(6) At any time after Customer or prospective Customer is determined to be noncreditworthy by ASC, Customer or prospective Customer may initiate a creditworthiness re-evaluation by ASC. As part of Customer's or prospective

Customer's reevaluation request, Customer or prospective Customer shall either update or confirm in writing the prior information provided to ASC related to Customer's or prospective Customer creditworthiness. Such update shall include any event(s) that Customer or prospective Customer believes could lead to a material change in Customer's or prospective Customer's creditworthiness.

(7) After ASC's receipt of a Customer's or prospective 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, ASC shall provide a written response to Customer's Request. Such written response shall include either a determination of creditworthiness status, clearly stating the reason(s) for ASC'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 Customer's Request unless specified in ASC'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 ASC may mutually agree to other forms of communication in lieu of Internet e-mail notification.

3.4 Additional Information.

(a) Customer shall also promptly provide such additional Customer credit information as may be reasonably required by ASC, at any time during the term of service under a Service Agreement, to enable ASC to determine Customer's creditworthiness.

(b) After receipt of a request for service, ASC may require that prospective Customer furnish additional information as a prerequisite to ASC offering to execute a Service Agreement with such prospective Customer. Such information may include proof of prospective Customer's lawful right and/or title to cause the Gas to be delivered to ASC for service under this FERC Gas Tariff and of prospective Customer's contractual or physical ability to cause such Gas to be delivered to and received from such prospective Customer's designated Point(s) of Delivery and/or Receipt.

(c) Should a Customer or a prospective Customer desire ASC to provide service pursuant to Section 311 of the Natural Gas Policy Act, it shall provide to ASC a statement warranting that it complies with all requirements for receiving service pursuant to Section 311 and FERC's regulations thereunder, including, but not limited to, compliance with the "on-behalf-of" requirement then in effect.

3.5 Request Validity. If ASC has tendered a Service Agreement for execution to a prospective Customer and such prospective Customer fails to execute the agreement as tendered within 30 consecutive days from the date it receives the agreement, ASC may consider prospective Customer's service request void. For service under Rate Schedule FSS, FWS, NNSS, FP or FL, ASC will not be required to tender a Service Agreement to a prospective Customer for execution that relates to requests for service for which ASC does not have sufficient available firm capacity.

3.6 Customer's Performance. Customer is required to provide to ASC information identifying (1) the State of the source of Gas that is to be stored and/or transported and (2) such other information if required in order for ASC to comply with any FERC reporting or other requirements.

3.7 Complaints. In the event that a Customer or prospective Customer has a complaint relative to service under this FERC Gas Tariff, the Customer or prospective Customer shall provide a description of the complaint, including the identification of the service request (if applicable), and communicate it to:

Wes Deskin
Senior Director, Northeast Asset Optimization
Arlington Storage Company, LLC
811 Main Street, Suite 3400
Houston, TX 77002
Telephone: (832) 519-2252
Facsimile: (832) 519-2251
e-mail: Wes.Deskin@crestwoodlp.com

ASC will respond initially within forty-eight (48) hours and in writing within 15 days of receipt of the complaint advising Customer or a prospective Customer of the disposition of the complaint. In the event the required date of ASC's response falls on a Saturday, Sunday or a holiday that affects ASC, ASC shall respond by the next Business Day.

3.8 Information.

(a) Any person may request information on pricing, terms of storage, parking or wheeling service or capacity availability by contacting ASC at the following:

Wes Deskin
Senior Director, Northeast Asset Optimization
Arlington Storage Company, LLC
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(b) Each Customer will be provided with a list of phone numbers for ASC's Gas dispatch and control personnel, who are on-call 24-hours a day.

3.9 Construction of Facilities. ASC shall not be required to provide any requested service under any Rate Schedule which would require construction or acquisition by ASC of new facilities, or expansion of existing facilities.

3.10 Prior to the expiration of the term of one or more firm Service Agreements, ASC and Customer may mutually agree to renegotiate the terms of such Service 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 Service Agreements. Such restructured Service Agreement(s) shall be negotiated on a case-by-case basis in a not unduly discriminatory manner. If a Service Agreement has a right of first refusal, the agreement to extend must be reached prior to ASC's posting the capacity for bidding. To the extent that ASC and Customer have mutually agreed to such an arrangement, right of first refusal procedures and the request for service provisions of Section 6.3 of these General Terms and Conditions shall not apply.

6.4 GENERAL TERMS AND CONDITIONS - CAPACITY RELEASE

4. CAPACITY RELEASE

Any Customer under Rate Schedules FSS, FWS, FSS-A, NNSS, FP or FL may seek to release to others any or all of its firm service entitlements on a full Day or an intraday basis, on a permanent or a temporary basis, and on a firm or recallable basis, subject to the following terms and conditions:

4.1 Notice of Offer. A Customer offering to release firm service entitlements shall post the terms of its proposed release on ASC's Internet Web Site by the posting deadline as determined pursuant to Section 4.3 herein. If Customer is unable to post such information on ASC's Internet Web Site, Customer shall notify ASC via the Internet Web Site of the terms of its offer, by the posting deadline as determined pursuant to Section 4.3 herein, and ASC will post this information on the Internet Web Site. The Customer may propose a designated Pre-arranged Replacement Customer to which the capacity would be released. Offers shall be binding until notice of withdrawal is received by ASC on its Internet Web Site. Customer shall have the right to withdraw its offer during the bid period, where unanticipated circumstances justify and no minimum bid has been made. The notice must contain the reason for withdrawal which ASC shall post on the Internet Web Site. The offer shall contain the following minimum information:

(a) Customer's legal name and the name/title of individual who has authorized the offer to release;

(b) ASC's Service Agreement number;

(c) A description of the capacity to be released, including the Maximum Storage Quantity, Maximum Daily Firm Wheeling Quantity, No-Notice Maximum Daily Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable, and the Maximum Daily Receipt Quantity, the Maximum Daily Delivery Quantity, the Maximum Daily Injection Quantity, and the Maximum Daily Withdrawal Quantity and the associated Point(s) of Receipt and Point(s) of Delivery (Replacement Customer may request changes to such Receipt and Delivery Point(s) subject to the proposed release and subject to the daily quantity limitations described in Section 4.2 below);

(d) The proposed effective date and term of the release;

(e) The identity of any designated Pre-arranged Replacement Customer (pursuant to Section 4.4) and the full terms of such pre-arranged release;

(f) The method to be applied in evaluating bids, allocating capacity and breaking ties, as described below;

(g) Whether, to what extent, and the conditions pursuant to which capacity will be subject to recall for a full Day or a partial Day; if recallable, (1) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (2) any reput methods and rights associated with returning the previously released capacity to the Replacement Customer;

(h) Whether bids on a volumetric rate basis may be submitted, and, if so, the method for evaluating any such bids, including how to rank bids if bids are also to be accepted on a demand charge basis, and any other special conditions;

(i) Whether contingent bids that extend beyond the bid period may be submitted, how to evaluate and prioritize such bids against non-contingent bids, and the terms and conditions under which, and/or for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder withdraw its bid;

(j) Any extensions of the minimum posting/bid periods;

(k) Whether Releasing Customer desires to utilize the first-come, first-served option for short-term releases described in Section 4.6 below and any minimum terms applicable thereto;

(l) Other special terms and conditions Releasing Customer imposes on the release of its capacity, including, but not limited to, minimum rates, term and quantity;

- (m) Whether to specify dollars and cents or percents of rates in the denomination of bids;
- (n) Whether the release is on a permanent or a temporary basis;
- (o) An e-mail address for the Releasing Customer contact person. It is Customer's responsibility to update e-mail address information provided to ASC, as necessary;
- (p) The recall notification period(s), as identified in Section 4.13(e) below, that will be available for use by the parties;
- (q) 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 (ASC shall not impose any charge on the transfer in Storage Inventory under a capacity release).

4.2 Intraday Release Quantity. The daily contractual entitlement that can be released by a Releasing Customer for an intraday release is limited to the lesser of:

- (a) the quantity contained in the offer submitted by the Releasing Customer;
- or
- (b) a quantity equal to 1/24th of the Releasing Customer's MDIQ and MDWQ or MDFWQ (or such other relevant hourly quantity specified in Customer's Service Agreement) for the contract to be released multiplied by the number of hours between the effective time of the release and the end of the Day.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

The MSQ, Maximum Park Quantity or Maximum Loan Quantity that can be released by a Releasing Customer for an intraday release is limited to a quantity not in excess of the Releasing Customer's MSQ, Maximum Park Quantity or Maximum Loan Quantity, less the Releasing Customer's Storage Inventory or Loan Balance.

4.3 Posting and Bidding Timeline. For the Capacity Release business process timing model, only the following methodologies shall be supported by ASC and provided to Releasing Customers as choices from which they may select and, once chosen, shall be used in determining the awards from the bid(s) submitted. They are: 1) highest rate, 2) net revenue and 3) present value. Other choices of bid evaluation methodology (including other Releasing Customer defined evaluation methodologies) can be accorded similar timeline evaluation treatment at ASC's discretion; however, ASC is not required to offer other choices or similar timeline treatment for other choices. Further, ASC shall not be held to the timeline specified in Sections 4.3(a) and 4.3(b) below should the Releasing Customer elect another method of evaluation. Should the Releasing Customer elect another method of evaluation, the timeline specified in Section 4.3(c) below shall apply. The proposed duration of Customer's release determines the minimum bid period for the Customer's offer pursuant to this Section 4. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (i) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (ii) there are no special terms or conditions of the release.

The Capacity Release timeline is as follows:

- (a) 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.

ASC will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

(b) 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.

ASC will issue a contract within one hour of the award posting (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the release as specified in Releasing Customer's offer.

(c) Timeline for Non-standard Releases. If Customer specifies a bid evaluation methodology other than those stated in Section 4.7 or specifies any special terms or conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Subsequent deadlines will be delayed by such additional Business Day, causing Gas flow to occur at least one Day later than under the standard timelines set forth in Sections 4.3(a) and 4.3(b).

(d) Releases Not Subject to Bidding. For proposed capacity releases of a duration of thirty-one (31) Days or less, for which Releasing Customer has obtained a Prearranged Replacement Customer and Releasing Customer elects not to post such proposed capacity releases for bidding pursuant to Section 4.3, and all other terms and conditions of the release are met, Releasing Customer shall notify ASC by providing the information pursuant to Section 4.1, which information will be posted on the Internet Web Site (as required by Section 4.5).

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.

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's notice, the Prearranged Replacement Customer must initiate confirmation of prearranged deals electronically. ASC will issue a contract within one hour of notification of the release (with a new contract number, when applicable). Nominations for Gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Section 8 of the General Terms and Conditions; however, in no circumstance will Gas flow prior to the effective date of the

release as specified in Releasing Customer's offer. A Prearranged Replacement Customer may not consummate a release with any Customer that utilizes the same capacity or overlaps such capacity without such release being subject to the bidding requirement if such Customer has, within the prior twenty-eight (28) consecutive Days, released capacity to such Prearranged Replacement Customer, which prior release was not subject to the bidding requirements.

ASC shall post offers and bids, including pre-arranged deals, upon receipt, unless Releasing Customer requests otherwise. If Releasing Customer requests a posting time, ASC shall support such request insofar as it comports with the standard timeline. A Releasing Customer cannot specify an extension of the original bid period or the pre-arranged deal match period, without posting a new release.

4.4 Pre-arranged Releases. Releasing Customer may designate an entity (a designated "Pre-arranged Replacement Customer") to which it has agreed to release the capacity upon specified terms and conditions. Customer's offer to release under such a pre-arranged transaction shall be subject to the prior posting and bidding procedures described in Sections 4.5 and 4.6, herein, with the designated Pre-arranged Replacement Customer being given a right to match the best bid submitted during the bid period; provided, however, if a pre-arranged transaction with a Pre-arranged Replacement Customer is for a period of thirty-one (31) Days or less, the Releasing Customer shall provide notice to ASC in accordance with this Section and may implement the release without complying with such prior posting and bidding procedures. Notices of such exempted releases shall be posted on the Internet Web Site in accordance with Section 4.3 herein.

4.5 Posting. Following receipt of a notice of offer to release capacity which satisfies the requirements set forth in this Section, ASC will post such information on its Internet Web Site in accordance with the timeline set forth in Section 4.3 herein. ASC shall also post offers to purchase capacity from those who desire current Customers to release capacity upon receipt of the applicable information as set forth below.

Any party desiring to acquire released firm storage capacity pursuant to this Section 6.4 must submit its purchase offer information to ASC in accordance with instructions posted on the Internet Web Site under Notices-Request to Purchase Releasable Capacity, by e-mail to the address specified in the instructions. Such requests must include, at a minimum, the prospective Replacement Customer's contact information, quantity(ies) requested, desired date range, location information, other terms and conditions specified by the prospective Replacement Customer, and any additional information required by ASC. Upon receipt of a complete offer to purchase releasable capacity from a prospective Replacement Customer, ASC will post the offer on the public Informational Postings section of its Internet Web Site under Notices-Request to Purchase Releasable Capacity. ASC shall maintain purchase offer postings for a minimum of 30 days or until the prospective Replacement Customer asks ASC to remove the posting.

4.6 Bidding and Selection of Replacement Customer.

(a) If Releasing Customer desires to solicit bids for releases of thirty-one (31) Days or less, it may direct ASC to post notice of the availability of such capacity and, in lieu of permitting bids during the otherwise applicable posting period, Releasing Customer may direct ASC to award the capacity to the bidder which submits first in time a valid bid meeting any minimum terms specified by the Releasing Customer.

(b) Any bid submitted by a prospective Replacement Customer shall include an e-mail address for at least one contact person, and it is the Customer's responsibility to update e-mail address information provided to ASC, as necessary. A bidder may not have more than one eligible bid for the same release offer at any time. Bids shall be binding until notice of withdrawal is received by ASC on its Internet Web Site, before the end of the bid period. Bids cannot be withdrawn after the bid period ends. Once a bid is withdrawn, that bidder may only submit a new bid pursuant to that release offer if it is at a higher rate than the withdrawn bid.

(c) ASC shall evaluate the bids in accordance with the provisions of Section 4.7 and determine the best bid in accordance with the timelines set forth in Section 4.3 herein. ASC shall notify Releasing Customer, the best bidder, and any designated Pre-arranged Replacement Customer of such determination in accordance with the timelines set forth in Section 4.3 herein. If there is a designated Pre-arranged Replacement Customer, it may exercise its right to match such best bid by providing written notice of such exercise to ASC and Releasing Customer in accordance with the timelines set forth in Section 4.3 herein. After the Replacement Customer is selected, ASC will finalize an appropriate Addendum to the Capacity Release Umbrella Agreement in the form contained in

this FERC Gas Tariff. ASC will provide a copy of this Addendum to the Replacement Customer via facsimile, at which time the Replacement Customer will have the same rights and obligations as any other existing Customer on ASC's system. Following implementation of the release, ASC shall post notice of the winning bidder on the Internet Web Site.

4.7 Best Bid. When ASC makes awards of capacity for which there have been multiple bids meeting minimum conditions, ASC shall award the bids, best bid first, until all offered capacity is awarded. The capacity being awarded represents the Maximum Daily Injection Quantity, Maximum Daily Withdrawal Quantity, Maximum Storage Quantity or Maximum Daily Firm Wheeling Quantity. These quantities are separate parts of the capacity and are awarded until one of the quantities is fully awarded, at which point all capacity is deemed to be fully awarded. ASC shall evaluate and determine the best bid among those otherwise consistent with any terms and conditions specified by the Releasing Customer as follows:

(a) ASC shall apply the standard or criteria for such determination specified by the Releasing Customer, including the standard to be used for breaking ties. Any standard or criteria so specified must be objective, economic, not unduly discriminatory, not contrary to applicable provisions of this FERC Gas Tariff, applicable to all prospective Replacement Customers and require ASC in applying such standard to exercise no more than a ministerial function. The Releasing Customer shall indemnify and hold ASC harmless from and against all demands, losses, claims, expenses, causes of action and/or damages suffered or incurred by ASC arising out of or related to any determination of a "best bid" pursuant to a standard specified, supplied, approved or provided by Releasing Customer.

(b) In default of Releasing Customer specifying a bid evaluation standard, ASC shall determine the bid or bids generating the highest net present value, using a 10% discount factor, based on the rate bid (reservation or demand component), the applicable quantity(ies) and term or period bid upon. In default of Releasing Customer specifying a method to break ties priority will be given first to the bid with the shortest term, and next to the bid submitted first in time.

4.8 Qualification of Prospective Replacement Customer. A prospective Replacement Customer must be on ASC's approved bidders list before bids may be posted on the Internet Web Site, must satisfy all requirements of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff and must have executed a Capacity Release Umbrella Agreement. To be on the approved bidders list, the prospective Replacement Customer must satisfy ASC's credit requirements as outlined in Section 3 of the General Terms and Conditions, and, if applicable, provide the information required by Section 3 of the General Terms and Conditions. ASC will apply its creditworthiness criteria to assess the submission. Such credit appraisal shall be reevaluated and updated periodically. The prospective Replacement Customer shall remain on the approved bidders list until such prospective Replacement Customer (i) notifies ASC to the contrary, (ii) no longer meets the credit qualifications established in Section 3 of the General Terms and Conditions, or (iii) is suspended from the approved bidders list in the event, and for such time as, such Replacement or Prearranged Replacement Customer fails to pay part or all of the amount of any bill for service in accordance with Section 14 of the General Terms and Conditions. ASC will waive the creditworthiness requirement on a non-discriminatory basis for Replacement Customers and permit them to submit bids, if the Releasing Customer provides ASC with a guarantee or other form of credit assurance in form and substance satisfactory to ASC of all financial obligations of the Replacement Customer with respect to the capacity being released by Releasing Customer prior to the commencement of service to the Replacement Customer. ASC shall not award capacity release offers to a prospective Replacement Customer until and unless the Customer meets ASC's creditworthiness requirements applicable to all services that it receives from ASC, including the service represented by the capacity release.

4.9 Nominations. Following its selection, and prior to the flow of Gas, the Replacement Customer shall be permitted to submit nominations pursuant to the terms and conditions of the applicable Rate Schedule and the General Terms and Conditions of this FERC Gas Tariff.

4.10 Billing. The Replacement Customer shall be billed and make payments to ASC in accordance with the applicable Rate Schedule, other provisions of this FERC Gas Tariff and of its Service Agreement incorporating its bid terms. In accordance with the terms of the release, the Replacement Customer shall pay or be liable for the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) applicable under the relevant Rate Schedule attributable to its usage of the released capacity. Except in the case of certain permanent releases of capacity, ASC shall continue to bill the Releasing Customer all applicable charges under its existing Service Agreement, excluding usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and

attributable to Replacement Customer's usage of the released capacity. Invoices sent to the Releasing Customer shall reflect a credit equal to any reservation charges (plus all surcharges applicable thereto) being billed to the Replacement Customer for the released capacity rights, or as otherwise agreed. If the Replacement Customer fails to pay when due all or part of the amounts credited to the Releasing Customer, ASC shall pursue payment from the Replacement Customer by notifying such Customer by registered letter, return receipt requested, that it has five (5) days from receipt of such letter to pay the amount due including any applicable interest. If the Replacement Customer fails to pay such amount by the end of the fifth day, ASC shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. In the case of a permanent release of capacity transaction where the Replacement Customer pays reservation charges at least equal to the reservation charges in the Releasing Customer's Firm Service Agreement, ASC shall no longer account to Releasing Customer, or expect any payment from Releasing Customer, for charges associated with the capacity subject to permanent release.

4.11 Rights and Obligations of the Parties.

(a) The Service Agreement between the Releasing Customer and ASC shall remain in full force and effect with the Releasing Customer to receive a credit to its invoice as described in Section 4.10 above. If the Replacement Customer fails to pay all or part of the amounts credited to the Releasing Customer after the five Day notification period specified in Section 4.10, ASC shall reverse the credit and bill the Releasing Customer for such past due amounts, plus applicable interest. The Service Agreement executed by the Replacement Customer shall be fully effective and enforceable by and against the Replacement Customer. The Replacement Customer may also release capacity pursuant to this Section, and in such event and for such purposes, shall be considered the Releasing Customer.

(b) ASC shall accept nominations, schedule service, afford priority of service and interrupt service based on instructions and communications from the Releasing Customer and the Replacement Customer which are consistent with one another and with the terms and conditions of ASC's FERC Gas Tariff and their respective Service Agreements. In the event that instructions or nominations from the Releasing Customer and Replacement Customer are, in ASC's opinion, inconsistent or conflicting, ASC shall comply with the instructions of the Releasing Customer; provided, however, that such instructions must not be inconsistent with ASC's FERC Gas Tariff or the terms of either the Releasing Customer's or Replacement Customer's Service Agreement, in ASC's opinion. The Releasing Customer will indemnify ASC against any claim or suit by the Replacement Customer, its successors or assigns arising from any action taken by ASC in reliance upon the Releasing Customer's nominations and instructions and will hold ASC harmless for any action taken by ASC in reliance upon the nominations and scheduling instructions of the Replacement Customer; provided, however, that the Releasing Customer shall not be liable for the Replacement Customer's failure to pay the usage charges (plus all applicable surcharges, Fuel Reimbursement, taxes, penalties, etc.) billed to the Replacement Customer and attributable to its usage of the released capacity. The Replacement Customer will indemnify ASC against any claim or suit by the Releasing Customer, its successors or assigns, arising from any action taken by ASC in reliance upon the nominations and scheduling instructions of the Replacement Customer and will hold ASC harmless for any actions taken by ASC in reliance upon the instructions of the Releasing Customer.

4.12 Marketing Fee. If ASC and the Releasing Customer so agree, ASC may receive a negotiated fee for its marketing efforts.

4.13 Limitations.

(a) Releases and assignments hereunder shall be for period(s) of one or more Day(s) and the maximum term shall not extend beyond the expiration of this FERC Gas Tariff provision or beyond the expiration of the Releasing Customer's Service Agreement.

(b) ASC may invalidate any offer to release or any bid subsequent to its posting on the Internet Web Site which does not conform to the requirements of this Section and the other provisions of this FERC Gas Tariff and such invalidated offer or bid shall be deemed null and void.

(c) Any terms and conditions imposed on the offer to release by the Releasing Customer as provided for in this Section 4 must be objectively stated, reasonable, capable of administration or implementation by ASC without any material increase in burden or expense, applicable to all potential bidders, not unduly discriminatory, and

consistent with the terms and conditions of this FERC Gas Tariff and Releasing Customer's Service Agreement.

(d) A Releasing Customer may re-release to the same Replacement Customer, where such first release was not subject to posting and bidding pursuant to Section 4.4, for a term of 31 Days or less, only if: 1) a period of 28 Days has elapsed after the first release for 31 Days or less has expired or 2) the Point(s) of Receipt and/or Point(s) of Delivery for the re-release is (are) different from the Point(s) of Receipt and/or Point(s) of Delivery of the first release or 3) the Releasing Customer causes the posting of an offer to release capacity or of a pre-arranged transaction to be made, and capacity is allocated on the basis of bids submitted.

(e) Recall Provisions. If the Releasing Customer retains recall rights, Releasing Customer's offer to release capacity shall clearly specify the conditions precedent to such recall and whether the recall right retained by Releasing Customer is on a full Day or partial Day basis. The Releasing Customer shall provide capacity recall notification to ASC via the Internet Web Site. The recall notification shall specify the recall notification period for the specified effective Day, as well as any other information needed to uniquely identify the capacity being recalled. ASC shall support the following recall notification periods for all released capacity subject to recall rights:

(1) Timely Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 8:00 A.M. CCT on the Day that Timely Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. CCT on the Day that Timely Nominations are due;

(2) Early Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 3:00 P.M. CCT on the Day that Evening Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. CCT on the Day that Evening Nominations are due;

(3) Evening Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 5:00 P.M. CCT on the Day that Evening Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. CCT on the Day that Evening Nominations are due;

(4) Intraday 1 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 7:00 A.M. CCT on the Day that Intraday 1 Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. CCT on the Day that Intraday 1 Nominations are due;

(5) Intraday 2 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 12:00 P.M. CCT on the Day that Intraday 2 Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 1:00 P.M. CCT on the Day that Intraday 2 Nominations are due;

(6) Intraday 3 Recall Notification:

(A) A Releasing Customer recalling capacity should provide notice of such recall to ASC and the first Replacement Customer no later than 4:00 P.M. CCT on the Day that Intraday 3 Nominations are due;

(B) ASC shall provide notification of such recall to all affected Replacement Customers no later than 5:00 P.M. CCT on the Day that Intraday 3 Nominations are due.

For recall notification provided to ASC prior to the recall notification deadline specified above and received between 7:00 A.M. CCT and 5:00 P.M. CCT, ASC shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to ASC after 5:00 P.M. CCT and prior to 7:00 A.M. CCT, ASC shall provide notification to all affected Replacement Customers no later than 8:00 A.M. CCT after receipt of such recall notification.

ASC's notices of recalled capacity to all affected Replacement Customers shall be provided via the Internet Web Site, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 4.6 of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from ASC, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 8.2(f) of these General Terms and Conditions.

(f) Partial Day Recall Quantity. The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:

(1) The quantity specified in the Releasing Customer's notice to recall capacity; or

(2) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to ASC by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of an intraday capacity recall, ASC shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and, if applicable, for overrun calculations. As a result of the allocation of capacity described in this Section, ASC shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

(g) Reput Provisions. ASC shall support the function of reputing by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 4.1(g). When capacity is recalled, such capacity may not be reput for the same Day. The deadline for the Releasing Customer to notify ASC of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for gas to flow on the next Day.

(h) Following the awarding of capacity to a Replacement Customer in accordance with the procedures provided in this Section 4, the Releasing Customer's rights and ASC's obligations under the Releasing Customer's Service Agreement shall be modified and subject to the capacity rights released and assigned to the Replacement Customer for the term of such release. Effecting a release pursuant to the provisions of this Section 4 shall constitute Releasing Customer's consent and agreement to such amendment or modification of its existing Service Agreement.

(i) The offer to release must specify the quantities of MDDQ, MDRQ, MSQ (or No-Notice Maximum Daily Quantity, Maximum Park Quantity or Maximum Loan Quantity, as applicable), MDFWQ, MDIQ, MDWQ or rights offered, and actually available on the effective date of the assignment, and the exercise of which rights, in conjunction with Releasing Customer's exercise of its retained rights, will not violate any maximum or minimum quantity requirements or limitations applicable under the Rate Schedule or the respective Service Agreements. Releasing Customer shall be responsible for ensuring that the Firm Storage Service quantities offered for release shall be available upon the commencement of the release, in accordance with the terms and conditions of the applicable Rate Schedule. A Replacement Customer under Rate Schedules FSS, FSS-A, FWS, NNSS, FP or FL shall be responsible for arranging transportation to and from the Point(s) of Receipt and Point(s) of Delivery consistent with its rights and obligations under its Service Agreement and Rate Schedules FSS, FSS-A, FWS, NNSS, FP or FL. The Replacement Customer must comply with all obligations imposed under such Rate Schedule and its rights to store, withdraw and/or inject Gas will be subject to the provisions thereof. If the Releasing Customer proposes to, or requires a transfer-in-place of the portion of its Storage Inventory in conjunction with its release and assignment of storage capacity rights, it shall so specify in its offer to release and such transfer shall be implemented contemporaneously with the release and assignment subject to compliance with the provisions of Section 19 of these General Terms and Conditions. The Replacement Customer must withdraw the portion of its Maximum Storage Quantity by the end of the term of the release. In lieu of withdrawing the portion of its Storage Inventory, the Replacement Customer can also attempt to effect a transfer of the portion of its Storage Inventory to another storage service Customer as provided in Section 19 of these General Terms and Conditions. If the Replacement Customer fails to withdraw or transfer the portion of its Storage Inventory by the end of the term of its release, title to the portion of Customer's remaining Storage Inventory will be vested, at no cost, in the Releasing Customer which released its capacity to the Replacement Customer on a temporary basis.

4.14 ASC's Rights to Terminate Temporary Capacity Releases.

(a) In the event of a temporary release for which (1) ASC has given notice of termination of the Releasing Customer's Service Agreement pursuant to Section 27 of these General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Replacement Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay ASC, then ASC shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Replacement Customer, unless the Replacement or Prearranged Replacement Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum either (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay ASC, or (ii) such rate as mutually agreed by ASC and Replacement or Prearranged Replacement Customer. Customer may elect to pay the lesser of the two foregoing options. ASC's right to terminate the Addendum is subject to ASC providing written notice of termination to the Replacement or Prearranged Replacement Customer within 30 days of the determination by ASC that the Releasing Customer no longer satisfies ASC's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

(b) In the event that a Customer has received 30 days' notice of termination of the Addendum to Customer's Capacity Release Umbrella Agreement pursuant to Section 4.14(a) above for storage service and there is Gas in storage for Customer's account at the end of such 30-day period, the Addendum shall continue in force and effect for the sole purpose of withdrawal of said Gas by Customer until Customer's Storage Inventory is zero. ASC shall require Customer to withdraw each Day a quantity equal to the MDWQ, or such other lesser quantity acceptable to ASC. The requirement to withdraw storage quantities shall be suspended on any Day to the extent that ASC cannot accommodate a nomination or withdraw such storage quantities on such Day. Customer may also transfer title of Gas remaining in Customer's Storage Inventory to another Customer pursuant to Section 19 of ASC's General Terms and Conditions. In the event Customer fails to

withdraw its entire Storage Inventory within the time required by this Section, ASC shall auction any remaining

Storage Inventory and credit the proceeds of such sale to Customer, net of withdrawal charges and fuel, if applicable. Customer shall indemnify ASC and hold it harmless from all costs, damages and liabilities arising out of the failure of Customer to remove such Storage Inventory and the disposal of such Storage Inventory by sale by ASC. ASC shall post such quantities on the Internet Web Site as soon as reasonably practicable. ASC shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the second Business Day following such posting. Prior to 4:00 p.m., CCT of the same Day, ASC shall notify the Customer submitting the highest bid. When the Gas is purchased at auction, Customer purchasing the Gas must provide identification of the existing Service Agreement with ASC under which Customer shall store all such Gas purchased. Customer purchasing the Gas agrees to pay the applicable storage rate on the Gas purchased beginning on the date the bid was accepted at auction.

(c) ASC shall provide the original Releasing Customer with Internet e-mail notification reasonably proximate in time with any of the following formal notices given by ASC 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 ASC'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 ASC's tariff.

6.5 GENERAL TERMS AND CONDITIONS -
PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

5. PRIORITY, INTERRUPTION OF SERVICE AND OPERATIONAL FLOW ORDERS

5.1 Priority of Service. Any Customer executing a Service Agreement with ASC shall be entitled to the storage, parking, wheeling, or loaning of Gas in the following order of declining priority:

(a) (i) Firm Services at primary Point(s) of Receipt, not in excess of MDRQ, and at primary Point(s) of Delivery, not in excess of MDDQ, or (ii) for constraints that develop after Gas is scheduled, Firm Services at secondary Point(s) of Receipt or Delivery and Firm Services at primary Point(s) of Receipt in excess of MDRQ, but less than or equal to MDIQ or MDFWQ, and Firm Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ or MDFWQ.

(b) For constraints that develop before Gas is scheduled, Firm Services at secondary Point(s) of Receipt or Delivery and Firm Services at primary Point(s) of Receipt, in excess of MDRQ but less than or equal to MDIQ or MDFWQ, and Firm Services at primary Point(s) of Delivery, in excess of MDDQ but less than or equal to MDWQ or MDFWQ.

(c) Enhanced Interruptible parking, loan and wheeling services under Rate Schedules EIPS, EILS and EIWS (other than Excess Injection Gas, Excess Withdrawal Gas and Excess Wheeling Gas, which are addressed in Section 5.1(d)), subject to allocations among such services which shall be performed in the manner described in Section 5.3(a)(ii) below.

(d) Other Interruptible services, including storage, parking, wheeling, and/or loaning, extended injections for firm service, extended withdrawals for firm service, Excess Injection Gas, Excess Withdrawal Gas and Excess Wheeling Gas, subject to allocations among such services which shall be performed in the manner described in Section 5.3(a)(iii) below.

(e) Make-up volumes to correct prior variances between (i) Transporter and the counterparty to a balancing agreement (pursuant to such agreement), (ii) Customer and ASC, and (iii) Customer and Transporter if the variance was due to ASC's failure to receive or deliver Customer's scheduled volumes.

(f) Extended hourly flows:

(i) For Rate Schedules FSS, FSS-A, FP and FL, storage injections in excess of MDRQ/24 or storage withdrawals in excess of MDDQ/24.

(ii) For Rate Schedule FWS, hourly flows in excess of MDRQ/24, MDDQ/24 or MDFWQ/24, or in excess of such other hourly flow rates specified in Customer's Firm Wheeling Service Agreement.

5.2 Notice of Anticipated Capacity Constraints. If a capacity constraint is anticipated or planned (for example, due to system maintenance), ASC shall post a notice of the anticipated constraint on its Internet Web Site at least 48 hours in advance of the start of the constraint period.

5.3 Interruption.

(a) If on any Day ASC's capability to receive or deliver quantities is impaired so that ASC is unable to receive or deliver all the quantities which are scheduled, then interruption of service shall be implemented in the reverse order of priority set forth in Section 5.1.

(i) If Firm Service must be interrupted, interruption of service to firm storage Customers shall be pro rata based on MDWQ, MDIQ, MSQ, MDFWQ, Maximum Park Quantity or Maximum Loan Quantity, as applicable.

(ii) If Enhanced Interruptible services under Rate Schedules EIPS, EIWS or EIWS must be interrupted (other than Excess Injection Gas, Excess Withdrawal Gas and Excess Wheeling Gas, which are addressed in Section 5.3(a)(iii)), interruption of service shall be based on the economic value of each transaction to ASC. The transaction having the lowest economic value to ACS shall be

interrupted first. Customer transactions with equal economic value to ASC shall be interrupted pro rata.

(iii) The order of priority relating to curtailment of Interruptible Services (other than enhanced Interruptible services addressed in Section 5.3(a)(ii)), including Excess Injection Gas, Excess Withdrawal Gas, Excess Wheeling Gas, extended injections or withdrawals for firm service, and service under Rate Schedules IP, IW, IL, ISS and IHBS, shall be based on the economic value to ASC. The transaction having the lowest economic value to ACS shall be interrupted first. Customer transactions with equal economic value to ASC shall be interrupted pro rata.

(b) ASC shall provide Customer as much advance notice of any interruption as is practicable under the circumstances. Such notice shall be made by telephone, fax, e-mail or via the Internet Web Site, as appropriate, and shall state the reduced quantities of Gas that ASC estimates it will be able to park, wheel, loan, store, inject, withdraw, receive or deliver, as applicable, and the estimated duration of the interruption.

(c) If interruption is required, ASC and Customer shall cooperate to the extent possible in making adjustments to receipts, deliveries, injections or withdrawals to minimize injury to any property or facilities.

5.4 Interruption Liability. ASC shall not be liable for any loss or damage to any person or property caused, in whole or in part, by any interruption of service, except to the extent caused solely by ASC's negligence or willful misconduct.

5.5 Action Alerts and Operational Flow Orders.

(a) Circumstances Warranting Issuance: As specified in this Section 5.5, ASC shall have the right to issue Action Alerts or Operational Flow Orders ("OFOs") that require actions by Customers in order (1) to alleviate conditions that threaten to impair reliable service, (2) to maintain operations at the pressures required to provide efficient and reliable services, (3) to have adequate Gas supplies in the system to deliver on demand, (4) to maintain service to all firm shippers and for all firm services, and (5) to maintain the system in balance for the foregoing purposes.

(b) Actions to be Taken to Avoid Issuance: ASC shall, to the extent practicable, take all reasonable actions necessary to avoid issuing an Action Alert or OFO. Such actions shall include, in order of priority (1) working with point operators to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (2) working with Customers and point operators to adjust scheduled flows on the system, or (3) taking any other reasonable action designed to mitigate the system problem. After taking all such reasonable actions to avoid issuing an Action Alert or OFO, ASC will have the right to issue Action Alerts or OFOs, if necessary, in the circumstances described in Section 5.5(a).

(c) Preliminary Notifications/Follow-up Reports: ASC shall provide, via posting on the Internet Web Site and to affected parties by such other means as required by applicable NAESB standards, prior notice to all Customers and point operators of upcoming system events such as anticipated weather patterns and operational problems that may necessitate the issuance of an Action Alert or OFO.

(d) Applicability of Action Alert or OFO: ASC shall make an Action Alert or OFO as localized as is reasonably practicable based on ASC's good faith and reasonable judgment concerning the situations requiring remediation such that an Action Alert or OFO will be directed first to Customers and point operators causing the problem necessitating the Action Alert or OFO and second, if necessary, to all Customers and point operators. ASC will tailor the Action Alert or OFO to match the severity of the known or anticipated operational problem requiring remediation as more fully set forth in subsections 5.5(f) and 5.5(g). The declaration to the affected parties of OFOs, critical periods and/or Critical Notices shall describe the conditions and the specific responses required from the affected parties.

(e) Notice: All Action Alerts and OFOs will be issued to affected Customers or point operators via such communications protocols (including via telephone or facsimile), with subsequent posting on ASC's Internet Web Site. ASC shall also provide such notification via e-mail communication to those Customers and point operators that have provided e-mail address information for at least one contact person, and have requested via ASC's Internet Web Site, e-mail notification of Critical Notices issued by

ASC. The Action Alert or OFO will set forth (1) the time and date of issuance, (2) the actions Customer or point operator is required to take, (3) the time by which Customer or point operator must be in compliance with the Action Alert or OFO, (4) the anticipated duration of the Action Alert or OFO, and (5) any other terms that ASC may reasonably require to ensure the effectiveness of the Action Alert or OFO. In addition to the other information contemplated by this Section 5.5(e), such notice shall also include information about the status of operational variables that determine when an Action Alert or OFO will begin and end, and ASC shall post periodic updates of such information, promptly upon occurrence of any material change in the information. ASC will post a notice on the Internet Web Site informing the Customers and point operators when any Action Alert or OFO in effect will be lifted and specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. ASC shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued, to the extent such factors are known. ASC shall also provide such notification via e-mail communication to those Customers who have submitted a request and provided e-mail address information for at least one contact person, via ASC's Internet Web Site to receive e-mail notification of Critical Notices issued by ASC.

(f) Action Alerts: In the event that ASC determines that due to (1) an ongoing or anticipated weather event, (2) a known equipment problem, or (3) the anticipated continuation of a current system operational problem, action is necessary to avoid a situation in which the system integrity is jeopardized or ASC's ability to render firm service is threatened, ASC may issue an Action Alert as set out herein to forestall the development of the situation.

(1) Issuance of Alerts: Action Alerts will be noticed in accord with the procedures set forth in Section 5.5(e) and ASC will endeavor to provide a minimum of four hours notice.

(2) Action Alerts can be issued to effect any of the following:

(A) restriction of Interruptible services;

(B) restrictions of deliveries or receipts at specific Point(s) of Receipt or Point(s) of Delivery covered by an operational balancing agreement to the aggregate MDRQ or MDDQ under the Service Agreements for Firm Services whose Primary Point(s) of Delivery/Receipt, which are specified in the Service Agreement, are at the affected locations; and/or

(C) forced balancing such that point operators will be required to assure that nominations equal flows or that receipts and deliveries fall within the tolerance level designated in the Action Alert.

(g) OFOs: In the event that, in ASC's judgment, immediate action is required to alleviate conditions which threaten to impair reliable firm service, to maintain operations at the pressures required to provide efficient and reliable service, to have adequate Gas supplies in the system to deliver on demand, to maintain services to all firm Customers and for all firm services, and/or to maintain the system in balance for the foregoing purposes, ASC may forgo the action described in Section 5.5(f) and immediately issue an OFO. In the event that (1) Customer or point operator does not respond to an Action Alert, (2) the actions taken thereunder are insufficient to correct the system problem for which the Action Alert was issued, or (3) there is insufficient time to carry out the procedures with respect to Action Alerts, ASC may issue an OFO pursuant to this Section 5.5(g) or take unilateral action, including the curtailment of firm service, to maintain the operational integrity of ASC's system. For purposes of this Section, the operational integrity of ASC's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

(h) Termination of an Action Alert or OFO: ASC shall lift any effective Action Alert or OFO promptly upon the cessation of operating conditions that caused the relevant system problem. After ASC has lifted the Action Alert or the OFO, ASC shall post a notice on its Internet Web Site specifying the factors that caused the Action Alert or OFO to be issued and then lifted, to the extent such factors are known. ASC shall also provide such notification via e-mail communication to those Customers who have submitted a request, and provided e-mail address information to ASC for at least one contact person to receive e-mail notification of Critical Notices issued by ASC.

(i) Penalties: All quantities tendered to ASC and/or taken by Customer on a daily basis in violation of an Action Alert or OFO shall constitute unauthorized receipts or deliveries for which the applicable Action Alert or OFO penalty charge stated below shall be assessed.

(1) Action Alert penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert shall be equal to an Action Alert Index Price, calculated as 110% of the applicable daily Gas Daily Mid Point price posting for Tennessee, zone 6 for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the Action Alert.

(2) OFO penalty charge for each Dekatherm of Gas by which Customer deviated from the requirements of the OFO shall be equal to an OFO Index Price, calculated as three (3) times the applicable daily Gas Daily Mid Point price posting for Tennessee, zone 6 for the Day on which the deviation occurred, multiplied by the quantity by which the Customer deviated from the requirements of the OFO.

Any penalty revenue collected by ASC pursuant to this Section 5.5(i) shall be credited to those firm and Interruptible Customers that did not incur Action Alert or OFO penalties pursuant to this Section 5.5(i) in the Month for which Action Alert or OFO penalty revenues were received ("Non-Offending Customers"), based on the ratio of the total charges paid during that Month by the Non-Offending Customer to the sum of the total charges paid during that Month by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending September 30 of each year, and will be included on the Non-Offending Customer's invoice for the Month following the date of the final Commission order approving ASC's penalty disbursement report; provided, however, that ASC will calculate and include such credits on Non-Offending Customer's invoices for a period shorter than twelve Months in the event and to the extent that the total accumulated amount of Action Alert or OFO penalty revenue collected pursuant to this Section 5.5(i) by ASC as of the end of any Month exceeds \$1,000,000. ASC will file with the Commission a penalty disbursement report within sixty days of September 30 or sixty days after the end of the Month for which revenue collected exceeds \$1,000,000. Any penalty revenue credited to Non-Offending Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

(j) Liability of ASC: ASC shall not be liable for any costs incurred by any Customer or point operator in complying with an Action Alert or OFO. ASC shall not be responsible for any damages that result from any interruption in service that is a result of a Customer's or point operator's failure to comply promptly and fully with an Action Alert or OFO, and the non-complying Customer or point operator shall indemnify ASC against any claims of responsibility. However, ASC shall use reasonable efforts to minimize any such costs or damages.

(k) Unilateral Action: In the event that (1) Customer(s) or point operator(s) does (do) not respond to an OFO, or (2) the actions taken thereunder are insufficient to correct the system problem for which the OFO was issued, or (3) there is insufficient time to carry out the procedures with respect to OFOs, ASC may take unilateral action, including the curtailment of firm service, to maintain the operational integrity of ASC's system. For purposes of this Section, the operational integrity of ASC's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance, the overall operating performance of the entire physical system, as an entity, and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of Gas delivered.

6.6 GENERAL TERMS AND CONDITIONS - STORAGE OPERATIONS

6. STORAGE OPERATIONS

6.1 Customer shall tender or cause to be tendered to ASC at the Point(s) of Receipt any Gas which Customer desires to have injected into storage plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be withdrawn from storage at the Point(s) of Delivery.

6.2 Subject to the operating conditions then existing on the delivering or receiving pipelines, ASC shall receive Gas for injection from Customer at the Point(s) of Receipt and deliver Gas to Customer at the Point(s) of Delivery as scheduled by Customer from time to time; provided that ASC shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Customer's account to exceed Customer's Maximum Storage Quantity; nor shall ASC be obligated at any time to deliver more Gas to Customer than Customer has stored in its Storage Inventory or Park Balance, as applicable, or to receive from Customer more Gas than Customer has outstanding in its Loan Balance.

6.7 GENERAL TERMS AND CONDITIONS - WHEELING OPERATIONS

7. WHEELING OPERATIONS

7.1 Customer shall tender or cause to be tendered to ASC at the Point(s) of Receipt any Gas which Customer desires to have wheeled plus applicable Fuel Reimbursement volumes. Customer shall also receive or cause to be received Gas requested to be wheeled at the Point(s) of Delivery.

6.8 GENERAL TERMS AND CONDITIONS - NOMINATIONS AND SCHEDULING

8. NOMINATIONS AND SCHEDULING

8.1 During any Day when Customer desires ASC to inject, withdraw or wheel Gas, Customer shall submit a nomination to ASC via fax or via the Internet Web Site that includes, but is not limited to, the following information: quantity, flow period, upstream transportation contract number(s) and/or downstream transportation contract number(s), Point(s) of Receipt and/or Point(s) of Delivery, Customer name and Service Agreement number, and the Customer's authorized employee name and telephone number. All nominations shall be based on a daily quantity.

All nominations shall include Customer defined begin dates and end dates. All nominations, excluding intraday nominations, have rollover options. Specifically, Customers have the ability to nominate for several Days, Months, or years, provided the nomination begin and end dates are within the term of Customer's Service Agreement.

Overrun quantities shall be requested on a separate transaction.

8.2 ASC will accept nominations for service as follows:

(a) Next Day Service. The nomination timeline on the Day prior to the Day of Gas flow shall be the following:

1:00 p.m.	Nomination leaves control of the Customer
1:15 p.m.	Nominations are received by ASC (including from Title Transfer Tracking Service Providers ("TTTSPs"))
1:30 p.m.	ASC sends quick response to the Customer
4:30 p.m.	ASC receives completed confirmations from Confirming Parties
5:00 p.m.	Customer and point operator receive scheduled quantities from ASC.

The sending party shall adhere to nomination, confirmation, and scheduling deadlines. It is the party receiving the request that has the right to waive the deadline.

(b) Intraday Nominations. Any nomination received during a Day for the same Day of Gas flow, or any nomination received after the nominations deadline set forth in Section 8.2(a) above for the following Day flow shall be an intraday nomination. Intraday nominations can be used to request increases or decreases in total flow, changes to Point(s) of Receipt, or changes to Point(s) of Delivery of scheduled Gas. Intraday nominations do not roll over (i.e. intraday nominations span one Day only). Intraday nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intraday nomination modifies an existing nomination. Intraday nominations may be used to nominate new injections or withdrawals. All nominations, including intraday nominations, shall be based on a daily quantity; thus, an intraday nominator need not submit an hourly nomination. Intraday nominations shall include an effective date and time. The interconnected parties shall agree on the hourly flows of the intraday nomination, if not otherwise addressed in Transporter's contract or tariff.

In the event Customer does not submit a timely nomination or desires to alter an existing nomination, Customer shall have the right to submit an intraday nomination to revise Customer's scheduled quantities, Point(s) of Receipt and/or Point(s) of Delivery on a prospective basis prior to the end of the Day; provided, however, that such intraday nomination will be processed after all timely nominations have been scheduled. Such intraday nomination shall be implemented by ASC to the extent and only to the extent that ASC is able to confirm the receipt and delivery of such Gas at the Point(s) of Receipt and Point(s) of Delivery.

(c) Elapsed-Prorated-Scheduled Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, ASC may accept any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline, then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

(d) Nominations will be processed for scheduling in the order in which they were received, by priority level as described in Section 5 of the General Terms and Conditions of this FERC Gas Tariff. Nominations received after nomination deadline shall be scheduled after the nominations received before the nomination deadline.

(e) Notices provided under this Section 8.2 must be submitted in writing via fax or the Internet Web Site. Customer shall provide notice of any changes in deliveries to or receipt from ASC to all transporters and shall be responsible for, and shall hold ASC harmless from, any and all liabilities and expense resulting from any such changes, unless the added expense is due to the negligence of ASC.

(f) Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in Section 8.2(b) above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 8.2(f). ASC shall support the following standard nomination cycles(all times are CCT pursuant to NAESB WGQ Standard No. 0.3.17):

(1) The Timely Nomination Cycle

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 ASC (including from Title Transfer Tracking Service Providers ("TTTSPs"));
- 1:30 p.m. ASC sends the Quick Response to the Customer;
- 4:30 p.m. ASC receives completed confirmations from Confirming Parties;
- 5:00 p.m. Customer and Point Operator receive scheduled quantities from ASC.

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

(2) 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 ASC (including from TTTSPs);
- 6:30 p.m. ASC sends the Quick Response to the Customer;
- 8:30 p.m. ASC receives completed confirmations from Confirming Parties;
- 9:00 p.m. ASC 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.

(3) 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 ASC (including from TTTSPs);
- 10:30 a.m. ASC sends the Quick Response to the Customer;
- 12:30 p.m. ASC receives completed confirmations from Confirming Parties;
- 1:00 p.m. ASC 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.

(4) 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 ASC (including from TTTSPs);
- 3:00 p.m. ASC sends the Quick Response to the Customer;
- 5:00 p.m. ASC receives completed confirmations from Confirming Parties;
- 5:30 p.m. ASC 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.

(5) 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 ASC (including from TTTSPs);
- 7:30 p.m. ASC sends the Quick Response to the Customer;
- 9:30 p.m. ASC receives completed confirmations from Confirming Parties;
- 10:00 p.m. ASC 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 (2), (3), (4), and (5) 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.

8.3 Customer shall make available and tender any Gas to be injected or wheeled hereunder and receive and accept delivery, upon tender by ASC, any Gas requested to be withdrawn from storage or wheeled. The quantity of Gas stored for the account of Customer shall be increased or decreased upon injection or withdrawal of Gas from storage, as applicable. Customer shall not (unless otherwise agreed by ASC) receive or deliver Gas, nor shall ASC be obligated to receive Gas or deliver Gas on an hourly basis at rates of flow in excess of 1/24 of Customer's MDRQ or MDDQ, respectively. As determined by ASC in its sole and reasonable judgment, flow rates above 1/24 of Customer's MDRQ or MDDQ (or above the hourly flow rates specified in a Customer's Firm Wheeling Service Agreement) may be permitted.

6.9 GENERAL TERMS AND CONDITIONS -
POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

9. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

9.1 Point(s) of Receipt. Customer shall tender all Gas for wheeling or injection into storage to ASC at the Point(s) of Receipt as specified in Customer's Service Agreement. The quantity of Gas tendered by Customer to ASC for wheeling or injection into storage shall (i) not exceed at each Point of Receipt the MDFWQ, MDTQ or MDRQ, as applicable, for such Point of Receipt in effect from time to time, or (ii) not exceed the MDIQ plus the applicable Fuel Reimbursement at all Point(s) of Receipt in effect from time to time, without the consent of ASC.

9.2 Point(s) of Delivery. ASC shall tender all Gas to be wheeled or withdrawn from storage to Customer at the Point(s) of Delivery as specified in Customer's Service Agreement. The quantity of Gas delivered to Customer shall (i) not exceed at each Point of Delivery the MDFWQ, MDTQ or MDDQ, as applicable, for such Point of Delivery in effect from time to time, or (ii) not exceed the MDWQ at all Point(s) of Delivery in effect from time to time, without the consent of ASC.

9.3 Transportation Guidelines. For each Point of Receipt and Point of Delivery, the interconnected Transporter's rules, guidelines, operational procedures and policies, as they may be changed from time to time, shall define and control the manner in which Gas is delivered or received. ASC and Customer each agree to provide to the other, in as prompt a manner as reasonable, all information necessary to permit scheduling pursuant to such requirements. In addition, ASC will not be required to begin wheeling, injections or withdrawals for a Customer's account unless and until the data required for nominations, provided for in Section 8, have been confirmed by the applicable Transporter to ASC's Gas dispatcher.

9.4 Transportation Imbalances. In the event that ASC or Customer delivers or causes to be delivered to Transporter at the Point(s) of Receipt or Delivery a quantity of Gas not equal to the quantity of Gas received or taken by Customer or ASC, a "Transportation Imbalance" may occur. Provided that ASC has taken or delivered the quantity of Gas nominated by Customer and scheduled by Transporter, Customer shall be liable for all imbalances under its transportation agreement with Transporter. Upon notification by Customer or Transporter that a Transportation Imbalance exists because ASC failed to deliver or receive the quantity of Gas nominated by Customer and scheduled by Transporter, ASC will endeavor to correct the Transportation Imbalance subject to any restrictions imposed by Transporter but ASC shall be solely responsible and liable for any charges, penalties, costs and expenses incurred or payable by either party as a result of the Transportation Imbalance. Customer agrees to use its best efforts to prevent or diminish any occurrences of imbalances.

9.5 Measurement. Customer and ASC agree that the quantity of Gas delivered hereunder shall be measured by ASC in accordance with the Transporter's pipeline tariff applicable to each Point of Delivery/Receipt, and, as such, may be allowed to fluctuate within the applicable measurement or flow tolerances on a daily and Monthly basis.

9.6 Costs and Penalties. Customer shall hold ASC harmless for all costs and penalties which may be assessed by Transporter(s) under Customer's transportation agreement(s) with Transporter(s), unless the costs and penalties are due to the negligence of ASC. Customer and ASC shall cooperate with each other and with the Transporter(s) to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

9.7 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt and payment of all transportation charges relating thereto.

6.10 GENERAL TERMS AND CONDITIONS - QUALITY

10. QUALITY

10.1 Specifications. For services using the Thomas Corners and Seneca Lake storage facilities, the Gas delivered by either party to the other hereunder shall meet the quality specifications of the Transporter which receives or delivers such Gas at the Point of Receipt or Delivery, as applicable, and, unless such Transporter's quality specifications are more stringent, shall be of such quality that it shall meet at least the following specifications:

(a) Be commercially free from objectionable odors, dirt, dust, iron particles, gums, gum-forming constituents, gasoline, PCBs, and other solid and/or liquid matter, including but not limited to water, Gas treating chemicals and well completion fluids and debris, which may become separated from the Gas during the transportation thereof.

(b) Contain not more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet, as determined by the cadmium sulfate quantitative test, nor more than twenty (20) grains of total sulfur per one hundred (100) cubic feet.

(c) The Gas delivered hereunder shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, shall not contain more than three percent (3%) by volume of carbon dioxide, shall not contain more than three (3%) by volume of nitrogen at Thomas Corners and not more than four (4%) by volume of nitrogen at Seneca Lake, and shall not contain a combined total of carbon dioxide and nitrogen components of more than four (4%) by volume at Thomas Corners and not more than five (5%) by volume of combined nonhydrocarbon gas including, but not limited to carbon dioxide, nitrogen and oxygen at Seneca Lake.

(d) Have a heating value of not less than nine hundred and sixty-seven (967) Btus per cubic feet and not more than eleven hundred (1100) Btus per cubic feet.

(e) Have a temperature of not more than 120 degrees Fahrenheit (120 degrees F), nor less than forty degrees Fahrenheit (40 degrees F).

(f) Have been dehydrated by the tendering party, by any method other than the use of a calcium chloride as desiccant, for removal of entrained water in excess of seven (7) pounds of water per million (1,000,000) cubic feet of Gas, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees Fahrenheit (60 degrees F), as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.

For services using the Adrian Field storage facility, the Gas delivered by either party to the other hereunder shall meet the applicable quality specifications of Dominion Transmission, Inc.

10.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 10.1 hereunder; provided that any decision by ASC not to reject such Gas shall be made on a non-discriminatory basis if in ASC's sole and reasonable judgment the Gas will not threaten the safe operations or system integrity of ASC's system. Acceptance of such Gas does not constitute any waiver of ASC's right to refuse to accept similarly nonconforming Gas.

6.11 GENERAL TERMS AND CONDITIONS - PRESSURE AND INJECTION/WITHDRAWAL RATES

11. PRESSURE AND INJECTION/WITHDRAWAL RATES

11.1 Delivery Pressures. ASC shall deliver Gas to Customer at pressures sufficient to enter the pipeline facilities at the Point(s) of Delivery against the operating pressures maintained by Transporter(s) from time to time. ASC shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP). Customer shall deliver or cause to be delivered to ASC all Gas for wheeling, parking or injection at the Point(s) of Receipt at pressures (a) for the Thomas Corners facility, not less than 650 psig, and (b) for the Seneca Lake facility, at such pressures as may exist from time to time in the Transporter's system, and for both facilities not in excess of the MAOP of ASC's facilities at the Point(s) of Receipt. ASC shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to ASC at such allowed pressures.

11.2 Receipt and Delivery Rates. ASC has designed the facilities required to wheel, store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, ASC's capability to receive or deliver the quantities set forth in its Service Agreements may be impaired, resulting in an interruption in service. If this happens, capacity will be allocated pursuant to Section 5 of the General Terms and Conditions of this FERC Gas Tariff.

11.3 ASC 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.

6.12 GENERAL TERMS AND CONDITIONS - TITLE AND RISK OF LOSS

12. TITLE AND RISK OF LOSS

12.1 Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for injection, storage, parking or wheeling hereunder either good title to or the right to have the Gas transported or stored, sufficient to satisfy requirements of the FERC. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it will indemnify ASC and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to ASC hereunder.

12.2 As between Customer and ASC, (x) Customer shall be deemed to be in control and possession of the Gas prior to delivery to ASC for wheeling, parking, storage or injection at the Point(s) of Receipt and after redelivery by ASC to Customer at the Point(s) of Delivery, and shall indemnify and hold ASC harmless from any damage or injury caused thereby, and (y) ASC shall be deemed to be in control and possession of the Gas after the receipt of Gas at the Point(s) of Receipt and until ASC's redelivery of an equivalent quantity of Gas to Customer at the Point(s) of Delivery, and shall indemnify and hold Customer harmless from any damage or injury caused thereby, except for damages and injuries caused by the sole negligence of Customer. Upon receipt of Gas to be stored at the Point(s) of Receipt, ASC 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 an equivalent quantity of Gas has been redelivered for the account of Customer at the Point(s) of Delivery, after which Customer shall be in exclusive control and possession of such Gas and responsible for any and all injury or damage caused thereby. ASC will obtain and maintain insurance for the replacement value of all Customers' working gas in storage for coverage against casualty events that result in loss of working gas held in ASC's Thomas Corners, Adrian Field or Seneca Lake facility, as applicable.

6.13 GENERAL TERMS AND CONDITIONS - MEASUREMENT

13. MEASUREMENT

13.1 The unit of volume for measurement of all quantities of Gas wheeled, parked, loaned or stored by ASC or delivered to and received from storage hereunder shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are in terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by ASC hereunder shall be measured on a "dry" basis rather than a fully saturated or "wet" basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.

13.2 ASC shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities required hereunder. Said measurement facilities shall be so equipped with meters, recording gauges, chromatographs or other types of related and/or similar equipment of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data and calibrating and adjustment of meters shall be done by ASC or its agent.

6.14 GENERAL TERMS AND CONDITIONS - BILLINGS AND PAYMENTS

14. BILLINGS AND PAYMENTS

14.1 Invoice. Not later than the ninth (9th) Business Day of each month, ASC shall provide Customer (including a Replacement Customer) an invoice and any required backup data setting forth (i) the charges due for the current Month; (ii) the total quantity of Gas, stated in Dekatherms, received from and delivered to Customer hereunder during the preceding Month(s), with applicable Point(s) of Receipt and Point(s) of Delivery properly identified, and the amount due therefor; and if applicable, (iii) the amount of Customer's Gas in storage as of the close of the preceding Month and information sufficient to explain and support any adjustments made by ASC in determining the amount billed. ASC will post the Customer's invoice to the Customer's folder in the password protected portion of ASC's Internet Web Site not later than the ninth (9th) Business Day of the month and contemporaneously notify the Customer by e-mail that the invoice has been posted and is available for downloading by Customer. If actual quantities are not available by the ninth (9th) Business Day of the month, ASC may invoice based on best available data subject to adjustment to actual at a later date. Quantities at points where Operational Balancing Agreements exist shall be invoiced based on scheduled quantities.

14.2 Application of Payments for Released Capacity. Payments to ASC by a Replacement Customer for released capacity shall be applied as follows: (i) ASC shall retain amounts equal to the Replacement Customer's usage charges; (ii) ASC will credit the balance to reservation charges due from the Replacement Customer; and (iii) ASC shall remit the remaining balance, if any, or shall charge any balance due, to the Replacement Customer, in accordance with Section 4.10 of the General Terms and Conditions of this FERC Gas Tariff. If any balance due from the Replacement Customer remains unpaid, the outstanding balance will then be billed to the Releasing Customer, provided that the Releasing Customer is only liable to the extent of the reservation charges specified in the applicable Service Agreement and corresponding Rate Schedule.

14.3 Payment. Customer shall pay ASC by wire transfer the full amount reflected on the invoice within ten (10) days of the date that the invoice is posted to ASC's Internet Web Site. If the tenth (10th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) day. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

14.4 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice and provide documentation identifying the basis of the dispute. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by ASC of any underpayment. In the event Customer fails to forward the entire undisputed amount due to ASC when same is due, interest on the unpaid portion shall accrue at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's regulations under the Natural Gas Act from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then ASC, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond sixty (60) days after the due date of such invoice, then ASC, in addition to all other legal remedies available to it, shall have the right and option to terminate service hereunder.

14.5 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to ASC a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 14.4 above from the original due date until the date actually paid.

14.6 Right to Audit. Both ASC and Customer shall have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other to the extent necessary to verify the accuracy of any

statements or charges made under or pursuant to any of the provisions of Customer's Service Agreement. Upon request, Customer shall also make available to ASC for audit purposes any relevant records of the Transporters to which Customer has access. A formal audit of accounts shall not be made more often than once each Contract Year. Any inaccuracy will be promptly corrected when discovered; provided, however, that neither ASC nor Customer shall be required to maintain books, records or charts for a period of more than two (2) Contract Years following the end of the Contract Year to which they are applicable. Neither ASC nor Customer shall have any right to question or contest any charge or credit if the matter is not called to the attention of the other in writing within two (2) years after the end of the Contract Year in question.

6.15 GENERAL TERMS AND CONDITIONS - TAXES

15. TAXES

If at any time ASC is required to remit any taxes (including property, ad valorem and like taxes) assessed on the Gas pursuant to Customer's Service Agreement or the receipt, injection, withdrawal or delivery of such Gas, then ASC shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse ASC for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from ASC. Customer shall furnish ASC information, satisfactory to ASC, to enable ASC to comply with any reports required by state or federal government and agencies. Customer recognizes that ASC may be required to file federal and state tax returns, and Customer agrees to furnish ASC with adequate information pertaining to the taxation on the Gas. Customer shall coordinate such filings with ASC.

6.16 GENERAL TERMS AND CONDITIONS -
FORCE MAJEURE, RESERVATION CHARGE CREDITS

16. FORCE MAJEURE, RESERVATION CHARGE CREDITS

16.1. (a) Effect of Force Majeure. In the event ASC is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under Customer's Service Agreement, it is agreed that upon ASC's giving notice and full particulars of such Force Majeure event on its Internet Web Site and/or in writing to Customer as soon as practicable, but in any event within seventy-two (72) hours after the occurrence of the cause relied on, then the obligations of ASC shall be suspended to the extent that ASC's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

(b) Force Majeure and Obligation to Pay/Credit Reservation Charges. A Customer taking firm service under Rate Schedules FSS, FWS, NNSS, FP or FL shall not be relieved of its obligation to pay Reservation Charges specified in such firm Rate Schedules due to an event of Force Majeure and ASC shall include the full amount of such Reservation Charges on the Customer's invoice for any Month in which an event of Force Majeure shall have occurred, provided, however, that ASC shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS, NNSS, FP or FL and its Service Agreement to reflect any reduction in ASC's ability to render firm services resulting from an event of Force Majeure declared by ASC and shall include such credits on the firm Customer's invoice for the next succeeding Month, in accordance with Section 16.1(c) below.

(c) Calculation of Credits Against Reservation Charges. For each Day on which a Customer's firm service under Rate Schedules FSS, FWS, NNSS, FP or FL is curtailed such that Customer does not receive at least 98% of its scheduled service, ASC shall calculate credits against the Customer's Reservation Charges payable under Rate Schedules FSS, FWS, NNSS, FP or FL and its Service Agreement; provided, that ASC shall not be required to provide Reservation Charge credits during the first ten (10) Days of curtailment due to an event of Force Majeure declared by ASC and; provided further, ASC shall not be required to provide Reservation Charge credits for curtailments or other service interruptions that are the result of Customer's conduct or the result of actions or inactions by pipeline Transporters. ASC shall calculate Reservation Charge Credits for each applicable Day of curtailment using the following formulae:

Curtailment of a firm Customer's injections:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNIQ}/\text{MDIQ}$$

Curtailment of a firm Customer's withdrawals:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNWQ}/\text{MDWQ}$$

Curtailment of a firm Customer's wheeling service:

$$\text{Reservation Charge Credit} = \text{RC}/\#\text{Days} \times \text{CNTQ}/\text{MDFWQ}$$

Where:

RC = The Customer's Reservation Charges for the Month, calculated using the rates set forth in the Customer's Service Agreement. Customer's NNSS Reservation Charges, if applicable, shall be combined with its FSS Reservation Charges for this calculation.

#Days = The number of Days in the Month.

CNIQ = The Curtailed Nominated Injection Quantity, which shall be the quantity of Customer's nominated injections actually curtailed on each Day in the Month by ASC.

CNWQ = The Curtailed Nominated Withdrawal Quantity, which shall be the quantity of Customer's nominated withdrawals actually curtailed on each Day of the Month by ASC.

CNTQ = The Curtailed Nominated Wheeling Quantity, which shall be the quantity of Customer's nominated wheeling service actually curtailed on each Day of the Month by ASC.

MDIQ = The firm Customer's Maximum Daily Injection Quantity, as set forth in its Service Agreement.

MDWQ = The firm Customer's Maximum Daily Withdrawal Quantity, as set forth in its Service Agreement.

MDFWQ = The firm Customer's Maximum Daily Firm Wheeling Quantity, as set forth in its Firm Wheeling Service Agreement.

16.2 Nature of Force Majeure. The term "Force Majeure" as employed herein and in Customer's Service Agreement shall mean any cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of ASC, such as acts of God; strikes, lockouts and industrial disputes or disturbances; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; vandalism; wars; riots; civil disturbances; sabotage or terrorism; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; washouts; inclement weather which necessitates extraordinary measures and expense to maintain operations; explosions; breakage, accidents and/or maintenance to plant facilities including machinery, lines of pipe, accidents and/or unscheduled maintenance of wells or subsurface storage caverns or reservoirs; testing (as required by governmental authority or as deemed necessary by ASC for the safe operation of the facilities required to perform the services hereunder); and the making of repairs or alterations to pipelines, storage, and plant facilities including Transporter's (s') pipeline repairs. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of ASC, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of opposing party when such course is inadvisable in the discretion of ASC.

6.17 GENERAL TERMS AND CONDITIONS - NOTICES

17. NOTICES

Any notice, request, demand, or statement provided for in Customer's Service Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the parties at the addresses shown in the executed Service Agreement or at such other addresses as may hereafter be furnished to the other party in writing.

Any notice initially delivered by fax shall be confirmed by regular mail within one (1) week after transmission of the fax.

6.18 GENERAL TERMS AND CONDITIONS - FUEL REIMBURSEMENT

18. FUEL REIMBURSEMENT

18.1 Categories of Fuel Usage. The two general categories of fuel usage are: (1) Direct Fuel Usage, consisting of (a) compression fuel (including electricity), (b) dehydration fuel, and (c) line heating fuel; and (2) Indirect Fuel Usage, consisting of fuel that is consumed on site to (a) generate electricity, (b) heat the facility (if any), and (c) fuel ASC vehicles.

Fuel Reimbursement charges are intended to compensate ASC for these categories of fuel usage and for lost and unaccounted for Gas volumes to the extent required for the operation and maintenance of ASC's Gas storage facilities.

18.2 Fuel Reimbursement. Fuel Reimbursement shall be calculated separately for storage services, wheeling, loaning and parking under Rate Schedules FSS, FSS-A, FWS, FP, FL, EIPS, EILS, EIWS, ISS, IHBS, IP, IW, and IL. Each Fuel Reimbursement charge shall be negotiated by ASC and Customer such that reimbursement of fuel shall be paid in kind, as set forth in Customer's Service Agreement(s).

6.19 GENERAL TERMS AND CONDITIONS - GAS TITLE TRANSFERS

19. GAS TITLE TRANSFERS

19.1 Title Transfers of Gas in Storage:

(a) A Customer that has executed a Service Agreement under Rate Schedules FSS, FSS-A, FP, FL, EIPS, EILS, ISS, IHBS, IL or IP and a Hub Services Agreement may sell some or all of its Storage Inventory or Loan Balance to any other Customer that has executed a Service Agreement under the same Rate Schedule to become part of such other Customer's Storage Inventory or Loan Balance under the same Rate Schedule if:

(1) Customer selling Storage Inventory or Loan Balance provides notification to ASC's Gas dispatcher prior to the nomination deadline and provides ASC with written verification of the transfer within three (3) Business Days; and

(2) The purchase does not cause either Customer to exceed its Maximum Storage Quantity, Maximum Loan Quantity, or Maximum Park Quantity, as applicable and as specified in the Customer's Service Agreement (Exhibit A of Customer's Hub Services Agreement), or cause either Customer's balance to go below zero.

ASC may restrict transfers when such transfers would result in an increase in the service obligations of ASC or cause operational difficulties and such increase or operational difficulties would, in the reasonable judgment of ASC, impair the ability of ASC to meet all of its other service obligations of equal or higher priority.

(b) ASC will recognize the transfer for purposes of computing available Storage Inventory or Loan Balance on a prospective basis within 24 hours after receiving the notification. In the event the required written verification is not received, the transfer will no longer be recognized and the Storage Inventory for each Customer will be restated to reflect the reversal of the transfer.

19.2 Title Transfers of Gas

(a) Transfers of title between Customers and/or Service Agreements under which Gas is delivered to ASC, withdrawn from ASC's storage or wheeled on ASC's system may be permitted by ASC at Point(s) of Receipt and Point(s) of Delivery on an Interruptible basis pursuant to Exhibit A of Customer's Hub Services Agreement.

(b) Requests for such transfers shall be made in accordance with the nomination procedures set forth in Section 8, Nominations and Scheduling, of the General Terms and Conditions herein. ASC shall not unreasonably withhold approval of such transfers.

6.20 GENERAL TERMS AND CONDITIONS - RESERVED FOR FUTURE USE

6.21 GENERAL TERMS AND CONDITIONS -
TRANSMISSION PROVIDER STANDARDS OF CONDUCT

21. TRANSMISSION PROVIDER STANDARDS OF CONDUCT

ASC does not meet FERC's definition of a "Transmission Provider" (18 C.F.R. § 358.3(a)) because it is a storage company authorized to charge market-based rates, is not interconnected with the facilities of any affiliated interstate natural gas pipeline, has no exclusive franchise area, has no captive customers and has no market power. Therefore, ASC is not required to comply with FERC's Transmission Provider Standards of Conduct, as promulgated in Order Nos. 2004, et al., and codified at 18 C.F.R. Part 358.

6.22 GENERAL TERMS AND CONDITIONS - NORTH AMERICAN ENERGY STANDARDS BOARD

22. NORTH AMERICAN ENERGY STANDARDS BOARD

Compliance with 18 C.F.R. Section 284.12

ASC has adopted the Business Practices and Electronic Communications Standards, NAESB WGQ Version 3.0, and the standards revised by Minor Corrections MC15003, MC15004, MC15005, MC15009 and MC15012 all marked with an asterisk [*], 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 (GT&C Section)</u>
0.3.3	3.3(j)	Request for Service, 2.0.0
0.3.4	3.3(j)	Request for Service, 2.0.0
0.3.5	3.3(j)	Request for Service, 2.0.0
0.3.6	3.3(j)	Request for Service, 2.0.0
0.3.7	3.3(j)	Request for Service, 2.0.0
0.3.8	3.3(j)	Request for Service, 2.0.0
0.3.9	3.3(j)	Request for Service, 2.0.0
0.3.10	3.3(j)	Request for Service, 2.0.0
1.2.3	2.37	Definitions, 1.0.0, "Pooling"
1.2.4	2.19	Definitions, 1.0.0, "Intraday nomination"
1.2.6	2.33	Definitions, 1.0.0, "Operational Flow Order"
1.2.12	2.12	Definitions, 1.0.0, "Elapsed-prorated-scheduled Quantity"
1.3.1*	2.9	Definitions, 1.0.0, "Day"
1.3.2(i-vi)	8.2(f)	Nominations and Scheduling, 1.0.0
1.3.5*	8.1	Nominations and Scheduling, 1.0.0
1.3.6	8.2(d)	Nominations and Scheduling, 1.0.0
1.3.8*	8.2(b)	Nominations and Scheduling, 1.0.0
1.3.9*	8.2(b)	Nominations and Scheduling, 1.0.0
1.3.11*	8.2(b)	Nominations and Scheduling, 1.0.0
1.3.13	8.2(b)	Nominations and Scheduling, 1.0.0
1.3.19	8.1	Nominations and Scheduling, 1.0.0
1.3.21	8.2(a)	Nominations and Scheduling, 1.0.0
1.3.26	5.5(e)	Priority, Interruption of Service and OFOs, 1.0.0
1.3.33*	8.2(b)	Nominations and Scheduling, 1.0.0
2.3.9	2.3	Definitions, 1.0.0, "Btu"
3.2.1	2.4	Definitions, 1.0.0, "Business Day"
3.3.9	14.1	Billing and Payments, 2.0.0
3.3.10	14.1	Billing and Payments, 2.0.0
3.3.17	14.3	Billing and Payments, 2.0.0
3.3.19	14.4	Billing and Payments, 2.0.0
5.2.1	2.6	Definitions, 1.0.0, "Critical Notice"
5.2.3	2.11	Definitions, 1.0.0, "Elapsed Prorata Capacity"

Standards not Incorporated by Reference and their Location in Tariff (cont.):

<u>NAESB Standard</u>		<u>Tariff Record (GT&C Section)</u>
5.3.1	4.3	Capacity Release, 4.0.0
5.3.2	4.3	Capacity Release, 4.0.0
5.3.3	4.3	Capacity Release, 4.0.0
5.3.4	4.3	Capacity Release, 4.0.0
5.3.7	4.13(g)	Capacity Release, 4.0.0
5.3.13	4.6(b)	Capacity Release, 4.0.0
5.3.14	4.1	Capacity Release, 4.0.0
5.3.15	4.6(b)	Capacity Release, 4.0.0
5.3.16	4.1	Capacity Release, 4.0.0
5.3.24	4.3(d)	Capacity Release, 4.0.0
5.3.25	4.3(d)	Capacity Release, 4.0.0
5.3.44	4.13(e)	Capacity Release, 4.0.0
5.3.45	4.13(e)	Capacity Release, 4.0.0
5.3.59	4.8	Capacity Release, 4.0.0
5.3.60	4.14(c)	Capacity Release, 4.0.0

Standards Incorporated by Reference:

Additional Standards:

General:

Standards:
0.3.1, 0.3.2, 0.3.16, 0.3.17

Gas/Electric Operational Communications:

Definitions:
0.2.1, 0.2.2, 0.2.3, 0.2.4, 0.2.5

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, 1.2.5, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.13, 1.2.14, 1.2.15, 1.2.16,
1.2.17, 1.2.18, 1.2.19

Standards:
1.3.3, 1.3.4, 1.3.7, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.20, 1.3.22, 1.3.23,
1.3.24, 1.3.25, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 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

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, 2.3.10, 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:

Standards:

3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.11, 3.3.12, 3.3.13, 3.3.14, 3.3.15, 3.3.16,
3.3.18, 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

Capacity Release Related Standards:

Definitions:

5.2.2, 5.2.4, 5.2.5

Standards:

5.3.5, 5.3.8, 5.3.9, 5.3.10, 5.3.11, 5.3.12, 5.3.18, 5.3.19, 5.3.20, 5.3.21, 5.3.22,
5.3.23, 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, 5.3.46, 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, 5.3.62, 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.

6.23 GENERAL TERMS AND CONDITIONS - JOINT OBLIGATIONS

23. JOINT OBLIGATIONS

When Customer under a Service Agreement consists of two or more persons, the obligations of such persons under such agreement shall be joint and several and, except as otherwise provided, any action provided to be taken by Customer shall be taken by such persons jointly.

6.24 GENERAL TERMS AND CONDITIONS -
NONDISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NONWAIVER OF FUTURE DEFAULTS

24. NONDISCRIMINATORY WAIVER OF TARIFF PROVISIONS AND NONWAIVER OF FUTURE DEFAULTS

ASC may waive any of its rights hereunder or any obligations of Customer on a basis which is not unduly discriminatory; provided that no waiver by either Customer or ASC of any one or more defaults by the other in the performance of any provision of the Service Agreement between Customer and ASC shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

6.25 GENERAL TERMS AND CONDITIONS - MODIFICATION

25. MODIFICATION

No modification to the terms and provisions of any Service Agreement or exhibit thereto shall be or become effective except by the execution of a superseding Service Agreement or exhibit thereto.

6.26 GENERAL TERMS AND CONDITIONS - SUCCESSORS IN INTEREST

26. SUCCESSORS IN INTEREST

Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of ASC or of Customer, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under a Service Agreement. In accordance with the capacity release procedures set forth in Section 4 of the General Terms and Conditions, Customer may, without relieving itself of its obligations under such Service Agreement, assign any of its rights and obligations thereunder to another shipper, but otherwise no assignment of such Service Agreement, or of any of the rights or obligations thereunder shall be made unless there first shall have been obtained the consent thereto of ASC, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by ASC. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under a Service Agreement as security for its indebtedness.

6.27 GENERAL TERMS AND CONDITIONS - DEFAULT AND TERMINATION

27. DEFAULT AND TERMINATION

27.1 Customer shall be in default under this FERC Gas Tariff or the Service Agreement if:

(a) Customer shall fail to pay any sums due to ASC hereunder and such failure continues for a period of five (5) Business Days after written notice to Customer by ASC;

(b) Customer fails to perform any of its material covenants or obligations under this FERC Gas Tariff or the Service Agreement, other than obligations to make payments to ASC., and Customer does not remedy such failure within a period of thirty (30) days after receipt of a notice from ASC;

(c) Customer or its guarantor becomes insolvent, as set forth in Section 3.3(i); or

(d) Customer fails to provide or maintain Financial Assurances pursuant to Section 30.

Customer shall indemnify and hold harmless ASC from and against any costs or losses resulting from (a), (b), (c), (d) above.

27.2 In the event of any Default by Customer, in addition to all other remedies available to it pursuant to the Service Agreements or at law and in equity, ASC may do any or all of the following:

(a) refuse to accept any further deliveries of Gas from or on behalf of Customer pursuant to all or any transactions;

(b) refuse to deliver Gas to or on behalf of Customer pursuant to all or any transactions;

(c) set off any amount owing by ASC to Customer pursuant to any transaction(s) against amounts otherwise owing by Customer to ASC pursuant to any other transaction(s);

(d) suspend performance until Customer corrects the default in full;

(e) terminate the Customer's Service Agreement, provided that ASC shall provide not less than thirty (30) days notice of such termination to the Customer and to FERC; and

(f) assert any liens or other interests, consistent with applicable law, against any Gas Customer may have remaining on ASC's system.

27.3 In the event ASC shall have suspended service pursuant to Section 27.2, Customer may cause ASC to resume or continue service by providing an advance payment equal to one Month's charges for service under the Customer's Service Agreement(s) and providing Financial Assurances pursuant to Section 30 of these General Terms and Conditions within thirty (30) days of ASC's notice of suspension. Customer shall not be obligated to pay ASC reservation charges for any suspended services during any period of suspension pursuant to Section 27.2.

27.4 ASC reserves the right to negotiate Customer termination rights pursuant to mutually agreeable commercially reasonable terms and conditions on a non-discriminatory basis.

6.28 GENERAL TERMS AND CONDITIONS -
POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

28. POLICY WITH RESPECT TO FEES AND CONSTRUCTION OF NEW FACILITIES

28.1 Except as provided in Section 28.2 herein, Customer shall reimburse ASC (a) for the costs of any facilities installed by ASC with Customer's consent to receive, measure, store or deliver Gas for Customer's account and (b) for any and all filings and approval fees required in connection with Customer's Service Agreement that ASC is obligated to pay to the Commission or any other governmental authority having jurisdiction. Any reimbursement due ASC by Customer pursuant to this Section 28.1 shall be due and payable to ASC within ten (10) days of receipt by Customer of ASC's invoice(s) for same; provided, however, that subject to ASC's consent, such reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to extend beyond the primary contract term of the Service Agreement between ASC and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both ASC and Customer.

28.2 ASC may waive from time to time, at its discretion, all or a portion of the facility cost reimbursement requirement set forth in Section 28.1 for Rate Schedules FSS, FWS, NNS, FP and FL if Customer provides ASC adequate assurances to make construction of the facilities economical to ASC. All requests for waiver shall be handled by ASC in a manner which is not unduly discriminatory. For purposes of determining whether a project is economical, ASC will evaluate projects on the basis of various economic criteria, which will include the estimated cost of the facilities, operating and maintenance as well as administrative and general expenses attributable to the facilities, the revenues ASC estimates will be generated as a result of such construction, and the availability of capital funds on terms and conditions acceptable to ASC. In estimating the revenues to be generated, ASC will evaluate the existence of capacity limitations downstream of the facilities, the marketability of the capacity, the Interruptible versus the firm nature of the service, and other similar factors which impact whether the available capacity will actually be utilized.

6.29 GENERAL TERMS AND CONDITIONS - OFF-SYSTEM CAPACITY

29. OFF-SYSTEM CAPACITY

ASC may, from time to time, acquire transportation and/or storage capacity on a third-party pipeline system. ASC 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.

6.30 GENERAL TERMS AND CONDITIONS - CREDITWORTHINESS - FINANCIAL ASSURANCES

30. CREDITWORTHINESS - FINANCIAL ASSURANCES

30.1 "Acceptable Credit Rating" means a Credit Rating for which Customer's Unsecured Collateral Limit is greater than Customer's Credit Exposure.

30.2 "Credit Rating" means the rating given to Customer's unsecured long term debt by Standard and Poor's Corporation ("S&P") or Moody's Investor Services, Inc. ("Moody's "). If both S&P and Moody's have issued a Credit Rating to Customer, the lower rating shall apply for purposes of this FERC Gas Tariff.

30.3 "Credit Exposure" means an amount equal to: (1) in the case of Firm Services to be provided by ASC using existing facilities, reservation charges payable at the rate specified in Customer's bid for service or Service Agreement for a period of three (3) Months or the duration of the Customer's bid or Service Agreement, whichever is shorter; (2) in the case of Interruptible services to be provided by ASC using existing facilities, the Interruptible charge(s) calculated on a one hundred percent (100%) load factor basis payable for a period of three (3) Months or the duration of the Customer's Service Agreement, whichever is shorter; or (3) for service that requires ASC to construct new facilities, an amount determined by ASC prior to the start of construction that is reasonable in light of the risks of the construction project, not to exceed Customer's proportional share of the cost of the facilities to be constructed (which amount shall be reduced as Customer pays off the obligation for construction of new facilities); plus, for each of (1), (2) and (3), the Market Value of Loaned Gas.

30.4 "Market Value of Loaned Gas" means the Customer's Loan Balance for service under Rate Schedules FL, EILS and IL, if any, multiplied by the sum of the NYMEX Henry Hub Swap and the Dominion Basis Swap, as posted on the www.nymex.com web site, for the period under which the loaned gas is scheduled to be returned pursuant to the Customer's Service Agreement(s). ASC shall calculate Customer's Market Value of Loaned Gas on a daily basis.

30.5 "Unsecured Collateral Limit" means the maximum amount of credit ASC will extend to a Customer, without Customer providing Financial Assurances pursuant to this Section 30, based upon the Customer's Credit Rating, as provided in the table below:

S&P AAA Moody's Aaa	\$25,000,000
S&P AA+ to AA- Moody's Aa1 to Aa3	\$15,000,000
S&P A+ to A- Moody's A1 to A3	\$5,000,000
S&P BBB+ to BBB- Moody's Baa1 to Baa3	\$2,000,000
S&P BB+ and lower Moody's Ba1 and lower	\$0

30.6 "Material Adverse Change" means the failure of Customer at any time to satisfy the requirements pertaining to creditworthiness set forth in Section 3.3(g), to maintain an Acceptable Credit Rating or to maintain or reinstate one of the forms of Financial Assurances specified in Section 30.10.

30.7 "Financial Assurances" means one or more of the forms of security set forth in Sections 30.10(a), 30.10(b), 30.10(c) and 30.10(d), in accordance with and in an amount as set forth in Section 30.10.

30.8 If Customer suffers a Material Adverse Change, Customer shall provide ASC with one or more of the forms of Financial Assurances as set forth in this Section 30. Customer shall provide such Financial Assurances within five (5) Business Days of written notice from ASC in an amount equal to one month of firm service reservation charges, one month of Interruptible service charges calculated on a one hundred percent load factor basis and/or the market value of Customer's loaned gas, each determined in the manner described in Section 30.10 below, as applicable. Customer shall fully comply with Financial Assurances provisions of Section 30.10 of these General Terms and Conditions within 30 days of written notice from ASC.

30.9 If prior to initiation of service Customer does not have an Acceptable Credit Rating, then, as a condition of ASC initiating service, Customer shall provide ASC with one or more of the forms of Financial Assurances provided in this Section 30.

30.10 A Customer that does not have, or at any time fails to maintain, an Acceptable Credit Rating shall provide to ASC, to secure its obligation to ASC pursuant to each of Customer's Service Agreements, one or more of the following forms of Financial Assurances:

(a) An irrevocable Letter of Credit, subject to the following:

(1) each Letter of Credit shall be in effect for the lesser of one (1) year or for the Term of the transaction plus sixty (60) days. If the Term of the transaction plus sixty (60) days is greater than one (1) year, Customer shall ensure that its obligation to ASC is secured continuously, and accordingly shall provide ASC with a replacement Letter of Credit no later than thirty (30) days prior to the expiration of the then-effective Letter of Credit. ASC will return the expiring Letter of Credit to Customer within five (5) days of the date the Replacement Letter of Credit becomes effective;

(2) each Letter of Credit shall be in form and substance satisfactory to ASC, and shall provide for partial drawdowns and, without limiting the generality of the foregoing, shall be issued by a financial institution acceptable to ASC that is rated at least BBB- by Standard and Poor's Corporation and Baa3 by Moody's Investor Services, Inc.; and

(3) in addition to all other remedies available to ASC at law or in equity, if Customer fails to provide a replacement Letter of Credit in accordance with this Section 30.10(a), ASC may draw upon the expiring Letter of Credit to the full amount thereof and apply the funds so drawn in payment in whole or in part of the obligations of Customer under each or any of Customer's Service Agreements, and hold any remaining funds as cash collateral to secure Customer's obligations hereunder, until such funds can be transferred by ASC into an account established by Customer under Section 30.10(d).

(b) Customer shall provide to ASC, to secure its obligation to ASC pursuant to each of Customer's Service Agreements, a Guaranty granted to ASC by Customer's direct or indirect parent (the "Guarantor"), provided that the amount of such Guaranty shall not exceed the Unsecured Collateral Limit for such parent determined using the above criteria and parent's Credit Rating. The Guaranty shall be in a form acceptable to ASC and the provisions of this Section shall apply to the Guarantor as if the Guarantor were the Customer;

(c) If Customer has requested, ASC may accept other forms of Financial Assurances to secure Customer's obligations under the Service Agreements, provided that ASC may reject or accept such other forms of Financial Assurances in a manner that is not unduly discriminatory;

(d) Customer shall prepay for service in an amount as set forth immediately below, provided that such prepayments shall be considered collateral held for security and not advance payments for services and that Customer may deposit its prepayment funds into an interest-bearing escrow account established by Customer granting ASC access to the account for payment of services under Customer's Service Agreement(s).

The dollar value of the Financial Assurances set forth above in this Section 30.10 to be provided by Customer shall be in an amount equal to Customer's Credit Exposure minus Customer's Unsecured Collateral Limit. ASC shall re-compute the dollar value of Financial Assurances Customer is required to provide on a periodic basis. ASC shall notify Customer when such re-computation indicates that additional credit support is required to comply with the requirements of this section based on a 10% increase in the daily computation of the amount of Financial Assurances over the Financial Assurances previously provided by Customer. Customer shall have two (2) Business Days to comply with a notification by ASC of insufficient credit support.

30.11 Customer's obligation to maintain an Acceptable Credit Rating or to provide Financial Assurances shall continue for so long as the Parties are bound by the Service Agreements and all transactions entered into thereunder. This obligation shall terminate when Customer has performed or satisfied all of its obligations under the Service Agreements and, upon such termination, ASC shall return to Customer, if applicable:

(a) the Letter of Credit and funds held by ASC as security pursuant to Section 30.10(a) then in its possession but only to the extent it has not then applied such funds pursuant to this FERC Gas Tariff to the debts, expenses, costs, assessments and liabilities payable by Customer to ASC pursuant to the provisions of the Service Agreement(s);

- (b) the Guaranty held by ASC pursuant to Section 30.10(b);
- (c) any security accepted by ASC pursuant to Section 30.10(c); or
- (d) any amount, with interest, prepaid by Customer pursuant to Section 30.10(d) not required to pay charges for service rendered under the Service Agreements. Additionally, ASC shall return such amount, with interest, to Customer if Customer provides Financial Assurances pursuant to Section 30.10(d) and subsequently is able to obtain and maintain an Acceptable Credit Rating. In such event, ASC will be responsible for any expenses related to the maintenance of the escrow account described in Section 30.10(d).

6.31 GENERAL TERMS AND CONDITIONS - DISPOSITION OF RETAINED QUANTITIES

31. DISPOSITION OF RETAINED QUANTITIES

In the event that ASC holds an auction for Gas quantities retained pursuant to Section 8 of Rate Schedule FSS, Section 8 of Rate Schedule FSS-A, Section 8 of Rate Schedule FP, Sections 2 or 8 of Rate Schedule EIPS, Sections 2 or 8 of Rate Schedule ISS, Sections 2 or 8 of Rate Schedule IHBS, or Sections 2 or 8 of Rate Schedule IP, ASC shall post such quantities on the Internet Web Site as soon as reasonably practicable. ASC shall accept bids only during the time period from 7:00 a.m. until 11:00 a.m. CCT on the second Business Day following such posting. ASC shall award purchase of the Gas to the Customer submitting the highest bid, and shall notify the Customer submitting the highest bid prior to 4:00 p.m. CCT of the same Day on which ASC accepts bids; provided, however, ASC reserves the right to reject all bids. When the Gas is purchased at auction, Customer must provide identification of the existing Service Agreement with ASC under which Customer shall store the Gas in ASC's facilities.

ASC shall credit the net proceeds received from such auction to all Customers whose Gas was not so purchased or retained ("Qualifying Customer") based on the ratio of the total charges paid by each Qualifying Customer for service to the total amount of such charges paid by all Qualifying Customers during the Month in which the auction of Gas occurred. For the purposes of this Section, the term "net proceeds" shall mean the total proceeds received from the auction less any costs ASC incurred as a result of conducting the auction or the purchase or for retention of Customer's Gas.

Such credits shall be calculated for each Month of the twelve (12) Month period ending September 30 of each year and will be included on the Qualifying Customers' invoices for the Month following the date of the final Commission order approving ASC's penalty disbursement report; provided, however, that ASC will calculate and include such credits on Qualifying Customers' invoices for a period shorter than twelve (12) Months in the event and to the extent that the total accumulated amount pursuant to this Section 32 by ASC as of the end of any Month exceeds \$1,000,000. ASC will file a penalty disbursement report within sixty (60) days of September 30 or sixty (60) days after the end of the Month in which the revenue collected exceeds \$1,000,000. Any revenues credited to Qualifying Customers pursuant to this Section shall include interest calculated in accordance with Section 154.501(d) of the Commission's regulations.

6.32 GENERAL TERMS AND CONDITIONS - FORM OF SERVICE REQUEST

32. FORM OF SERVICE REQUEST

ARLINGTON STORAGE COMPANY, LLC
SERVICE REQUEST

Send to:

Wes Deskin
Senior Director, Northeast Asset Optimization
Arlington Storage Company, LLC
811 Main Street, Suite 3400
Houston, TX 77002
Telephone: (832) 519-2252
Facsimile: (832) 519-2251
e-mail: Wes.Deskin@crestwoodlp.com

INFORMATION REQUIRED FOR VALID STORAGE REQUEST

NOTE: Any change in the facts set forth below, whether before or after service begins, must be promptly communicated to ASC in writing.

32.1 Prospective Customer's name and address: (Note: the Customer is the party that has all lawful right and title to the Gas to be stored and that proposes to execute the Service Agreement with ASC).

Attention: _____ Telephone: () _____

32.2 This request is for service at the Thomas Corners/Adrian Field/Seneca Lake (choose one or more) storage facility:*

- _____ Firm storage service under Rate Schedule FSS
- _____ Firm wheeling service under Rate Schedule FWS
- _____ No-notice storage service under Rate Schedule NNSS
- _____ Firm parking service under Rate Schedule FP
- _____ Firm loan service under Rate Schedule FL
- _____ Enhanced interruptible parking service under Rate Schedule EIPS
- _____ Enhanced interruptible loan service under Rate Schedule EILS
- _____ Enhanced interruptible wheeling service under Rate Schedule EIWS
- _____ Interruptible storage service under Rate Schedule ISS
- _____ Interruptible hourly balancing service under Rate Schedule IHBS
- _____ Interruptible parking service under Rate Schedule IP
- _____ Interruptible wheeling service under Rate Schedule IW
- _____ Interruptible loan service under Rate Schedule IL

* NOTE: For each ASC facility, a separate request must be filled out for any services to be provided.

32.3 Requested Firm Services:

(a) Request Quantities

Maximum Storage Quantity (MSQ) (FSS only) _____
Maximum Daily Firm Wheeling Quantity (MDFWQ) (FWS only) _____
No-Notice Maximum Daily Quantity (NNSS only) _____
Maximum Park Quantity (FP only) _____
Maximum Loan Quantity (FL only) _____
Maximum Daily Injection Quantity (MDIQ) _____
Maximum Daily Withdrawal Quantity (MDWQ) _____

Transporter Name: _____

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedules FSS, NNSS, FP or FL:

Monthly Storage Reservation Charge (FSS only) _____
Monthly Withdrawal Reservation Charge (FSS only) _____
Monthly Injection Reservation Charge (FSS only) _____
Monthly Wheeling Reservation Charge (FWS only) _____
Monthly No-Notice Reservation Charge (NNSS only) _____
Monthly Parking Reservation Charge (FP only) _____
Monthly Loan Reservation Charge (FL only) _____
Injection Charge _____
Withdrawal Charge _____
Wheeling Commodity Charge (FWS only) _____
Excess Injection Charge _____
Excess Withdrawal Charge _____
Fuel Reimbursement _____

(c) Term of Service:

Commencement Date: _____
Termination Date: _____

32.4 Requested Interruptible Storage Services under Rate Schedule ISS or IHBS:

(a) Request Quantities

Maximum Storage Quantity (MSQ) _____
Maximum Daily Injection Quantity (MDIQ) _____
Maximum Daily Withdrawal Quantity (MDWQ) _____
Maximum Hourly Deviation (IHBS only) _____

Transporter Name: _____

(b) Rate prospective Customer proposes to pay for storage service under Rate Schedule ISS or IHBS:

Hourly Balancing Charge (IHBS only): _____
Storage Inventory Charge: _____

Injection Charge: _____
 Withdrawal Charge: _____
 Excess Injection Charge: _____
 Excess Withdrawal Charge: _____
 Fuel Reimbursement: _____
 (c) Term of Service: _____
 Commencement Date: _____
 Termination Date: _____

32.5 Requested Interruptible Hub Services (Rate Schedules EIPS, EILS, EIWS, IP, IW or IL):

(a) Requested Quantities (as applicable)

Maximum Park Quantity _____
 Maximum Loan Quantity _____
 Maximum Daily Injection Quantity (MDIQ) _____
 Maximum Daily Withdrawal Quantity (MDWQ) _____
 Maximum Daily Wheeling Quantity (MDTQ) _____
 Point(s) of Receipt* _____
 Point(s) of Delivery* _____

* For wheeling services: Multiple Points of Receipt and/or Delivery may be specified, which shall determine the transaction wheeling paths. Use separate requests to specify different paths for wheeling services.

(b) Rate Customer proposes to pay for Interruptible services:

Rate Schedule EIPS

Enhanced Interruptible Parking Charge _____
 Enhanced Interruptible Parking Nomination Charge _____
 Enhanced Interruptible Parking Injection Charge _____
 Enhanced Interruptible Parking Withdrawal Charge _____
 Excess Injection Charge _____
 Excess Withdrawal Charge _____
 Fuel Reimbursement _____%

Rate Schedule EILS

Enhanced Interruptible Loan Charge _____
 Enhanced Interruptible Loan Nomination Charge _____
 Enhanced Interruptible Loan Injection Charge _____
 Enhanced Interruptible Loan Withdrawal Charge _____
 Excess Injection Charge _____
 Excess Withdrawal Charge _____
 Fuel Reimbursement _____%

Rate Schedule EIWS

Enhanced Interruptible Wheeling Capacity Charge _____
 Enhanced Interruptible Wheeling Nomination Charge _____
 Enhanced Interruptible Wheeling Commodity Charge _____
 Excess Wheeling Charge _____
 Fuel Reimbursement _____%

Rate Schedule IP

Interruptible Parking Charge _____
 Interruptible Injection Charge _____
 Interruptible Withdrawal Charge _____
 Excess Injection Charge _____
 Excess Withdrawal Charge _____
 Fuel Reimbursement _____%

Rate Schedule IL

Interruptible Loan Charge _____
Interruptible Injection Charge _____
Interruptible Withdrawal Charge _____
Excess Injection Charge _____
Excess Withdrawal Charge _____
Fuel Reimbursement _____%

Rate Schedule IW

Interruptible Wheeling Charge _____
Excess Wheeling Charge _____
Fuel Reimbursement _____%

(c) Term of Service: _____
Commencement Date: _____
Termination Date: _____

32.6 Is Customer affiliated with ASC?

Yes _____ No _____

If yes, type of affiliation and the percentage of ownership between ASC and Customer: _____

32.7 Customer is a(n): (Check one)

_____ Local Distribution Company
_____ Intrastate Pipeline Company
_____ Interstate Pipeline Company
_____ Marketer/Broker Producer
_____ End User Other (please describe _____)

32.8 Customer's address for statements and invoices:

Attention: _____ Telephone: () _____

e-mail: _____

For all other matters:

Attention: _____ Telephone: () _____

e-mail: _____

32.9 Acceptance of a service request is contingent upon ASC's completion of a satisfactory credit appraisal. Prospective Customer must provide evidence of creditworthiness as outlined in Section 3.3 of the General Terms and Conditions of ASC's currently effective FERC Gas Tariff.

By submitting this request, prospective Customer certifies further that it will execute, if tendered by ASC, a Service Agreement for the level of service requested herein.

THIS SERVICE REQUEST IS HEREBY SUBMITTED THIS ____ DAY OF _____, _____.

By _____

Title _____

Telephone number () _____

e-mail: _____

Customer: _____ (Company Name)

7.0 FORMS OF SERVICE AGREEMENTS

- 7.1 FIRM STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FSS)
- 7.2 NO-NOTICE STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE NNSS)
- 7.3 FIRM PARKING SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FP)
- 7.4 FIRM LOAN SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FL)
- 7.5 INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE ISS)
- 7.6 INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE IHBS)
- 7.7 HUB SERVICES AGREEMENTS
(FOR USE UNDER RATE SCHEDULES IP, IW AND IL)
- 7.8 CAPACITY RELEASE UMBRELLA AGREEMENT
- 7.9 FIRM STORAGE SERVICE - ADRIAN AGREEMENT
- 7.10 FIRM WHEELING SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FWS)
- 7.11 LIST OF NONCONFORMING SERVICE AGREEMENTS

7.1 FIRM STORAGE SERVICE AGREEMENT

For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

(For Use Under Rate Schedule FSS)

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FSS, and of this Agreement, ASC shall on any Day receive for injection into storage in the Thomas Corners/Adrian Field/Seneca Lake (choose one) storage facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	_____
Withdrawal reservation charge	_____
Injection reservation charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel reimbursement	_____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same

methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Primary Term").

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Storage Service Agreement
between ASC and
_____ (Customer)
dated _____

I. Maximum Daily Injection Quantity ("MDIQ"):

Effective Date or Event:	MDIQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Maximum Storage Quantity ("MSQ"):

Effective Date or Event:	MSQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity ("MDWQ"):

Effective Date or Event:	MDWQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.

2. Additional lines may be added if ASC and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.

Exhibit B to the Firm Storage Service Agreement
between ASC and
_____ (Customer)
dated _____

Effective: MM/DD/YYYY

Point(s) of Receipt and Point(s) of Delivery:

<u>Pipeline Name</u>	<u>MDRQ</u>	<u>MDDQ</u>
----------------------	-------------	-------------

(choose storage facility and complete as applicable)

For Thomas Corners storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Adrian Field storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Seneca Lake storage

Dominion Transmission, Inc.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.
2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term and in order to set forth with greater precision the details of any netting and/or aggregation method involving receipt and delivery point nominations authorized under ASC's FERC Gas Tariff, including without limitation permitting Customer to aggregate Customer's receipt and delivery point nominations to be netted against Customer's Storage Inventory, and pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions.

Exhibit C to the Firm Storage Service Agreement
between ASC and
_____ (Customer)
dated _____

Ratchet Provisions. The quantity of Gas Customer may inject or withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal options specified below, as selected by Customer under Section 9 of Rate Schedule FSS:

Thomas Corners or Seneca Lake Storage

Injection Option No. _____ [Include brief description of injection limits]

Withdrawal Option No. _____ [Include brief description of withdrawal limits]

Adrian Field

Injection Option No. _____ [Include brief description of injection limits]

Withdrawal Option No. _____ [Include brief description of withdrawal limits]

7.2 NO-NOTICE STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule NNSS)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility located in Steuben County, New York, and the Seneca Lake storage facility, located in Schuler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain firm no-notice natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm no-notice storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule NNSS, and of this Agreement, ASC shall on any Day allow Customer to deviate (plus or minus) by any amount up to Customer's No-Notice Maximum Daily Receipt Quantity and No-Notice Maximum Daily Delivery Quantity at points specified in Exhibit A of this No-Notice Storage Service Agreement, from its nominations under the Firm Storage Service Agreement between Customer and ASC dated _____ and further designated as _____. Any such deviations shall be netted against customer's FSS Storage Inventory, provided that customer's FSS Storage Inventory shall not be permitted to exceed Customer's FSS Maximum Storage Quantity or to fall below zero (0).

ARTICLE II - PRICE

2.1. Customer agrees to pay ASC the following charges for all Gas no-notice service furnished to Customer hereunder:

No-Notice storage reservation charge _____

2.2 Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule NNSS.

2.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE III - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule NNSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____ and shall remain in force and effect until _____, _____ (the "Primary Term").

ARTICLE V - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VI - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE VIII - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____.

ARTICLE X - MISCELLANEOUS

10.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

10.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

10.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

10.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

10.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

10.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the NO-NOTICE STORAGE SERVICE AGREEMENT
between ASC and
_____ (Customer)
dated _____

Effective: ____MM/DD/YYYY_____

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name	No Notice Maximum Daily Receipt Quantity (Dth/day)	No-Notice Maximum Daily Delivery Quantity (Dth/day)
---------------	----------------------------------------------------------	-----------------------------------------------------------

(choose storage facility and complete as applicable)

For Thomas Corners storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Adrian Field storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Seneca Lake storage

Dominion Transmission, Inc.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

2. A No-Notice Storage Service Agreement may include multiple pages of Exhibit A in order to set forth with greater precision the details of any netting and/or aggregation method involving deviations from nominated receipts and deliveries authorized under ASC's FERC Gas Tariff, including without limitation permitting Customer to aggregate Customer's receipt and delivery point deviations to be netted against Customer's Storage Inventory, and pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions.

7.3 FIRM PARKING SERVICE AGREEMENT

(For Use Under Rate Schedule FP)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the _____ day of _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____ an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain firm parking natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm parking storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FP, and of this Agreement, ASC shall on any Day of the Injection Period receive for injection into storage in the Thomas Corners/Adrian Field/Seneca Lake (choose one) storage facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of _____ Dth, shall store quantities of Gas so injected in that underground gas storage facility up to a Maximum Park Quantity of _____ Dth (on a cumulative basis), and on demand on any Day during the Withdrawal Period shall allow Customer to withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth. Injections shall occur under this Agreement beginning on the first day of the Primary Term (as defined in Article V) and ending on _____, _____ ("Injection Period"), such that Customer's Storage Inventory at the end of the Injection Period is equal to Customer's Maximum Park Quantity. Withdrawals shall occur under this Agreement beginning on _____, _____ and ending on the last day of the Primary Term ("Withdrawal Period"). There shall be no injections or withdrawals under this Agreement from the end of the Injection Period until the beginning of the Withdrawal Period.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Firm Parking reservation charge	_____
Firm Parking injection charge	_____
Firm Parking withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____

Fuel reimbursement _____

2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FP.

3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FP and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Primary Term").

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND
- (v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Parking Service Agreement
between ASC and
_____ (Customer)

Effective: MM/DD/YYYY

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name	MDRQ	MDDQ
(choose storage facility and complete as applicable)		

For Thomas Corners storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Adrian Field storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Seneca Lake storage

Dominion Transmission, Inc.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

Note:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

7.4 FIRM LOAN SERVICE AGREEMENT

(For Use Under Rate Schedule FL)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties") ,pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain firm loan natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm loan storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FL, and of this Agreement, ASC shall on demand on any Day of the Withdrawal Period allow Customer to nominate in the Thomas Corners/Adrian Field/Seneca Lake (choose one) storage facility, as specified in Exhibit "A" hereto, for withdrawal and delivery a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth, and shall on any Day of the Injection Period receive for injection into storage for repayment of Customer's Loan Balance a quantity of Gas up to Customer's Maximum Daily Injection Quantity of _____ Dth. Withdrawals shall occur under this Agreement beginning on the first day of the Primary Term (as defined in Article V) and ending on _____, _____ ("Withdrawal Period"), such that Customer's Loan Balance in the applicable storage facility at the end of the Withdrawal Period is equal to Customer's Maximum Loan Quantity of _____ Dth. Injections shall occur under this Agreement beginning on _____, _____ and ending on the last day of the Primary Term ("Injection Period"), such that Customers Loan Balance shall equal zero (0) at the end of the Injection Period. There shall be no injections or withdrawals under this Agreement from the end of the Withdrawal Period until the beginning of the Injection Period.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Firm Loan reservation charge	_____
Firm Loan injection charge	_____
Firm Loan withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____

Fuel reimbursement _____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FL.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FL and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Primary Term").

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Loan Service Agreement
between ASC and
_____ (Customer)

Effective: MM/DD/YYYY

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name	MDRQ	MDDQ
---------------	------	------

(choose storage facility and complete as applicable)

For Thomas Corners storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Adrian Field storage

Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

For Seneca Lake storage

Dominion Transmission, Inc.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

Note:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

7.5 INTERRUPTIBLE STORAGE SERVICE AGREEMENT

(For Use Under Rate Schedule ISS)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain interruptible natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such interruptible storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule ISS, and of this Agreement, ASC shall receive on any Day for injection into storage for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of _____ Dth, shall store quantities of Gas so injected in the Thomas Corners/Adrian Field/Seneca Lake (choose one) storage facility, up to a Maximum Storage Quantity of _____ Dth (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be any of the Point(s) of Receipt as posted on ASC's Internet Web Site.

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on ASC's Internet Web Site.

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage inventory charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel reimbursement	_____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule ISS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same

methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule ISS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, _____ and shall remain in force and effect until _____, _____ (the "Primary Term").

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

7.6 INTERRUPTIBLE HOURLY BALANCING SERVICE AGREEMENT

(For Use Under Rate Schedule IHBS)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain interruptible hourly balancing natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such interruptible hourly balancing storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule IHBS, and of this Agreement,

ASC shall receive on any Day for injection into storage in the Thomas Corners/Adrian Field/Seneca Lake (choose one) storage facility for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity of _____ Dth, shall store quantities of Gas so injected up to a Maximum Storage Quantity of _____ Dth (on a cumulative basis) and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity of _____ Dth; and

ASC shall, for each hour during a Day, subject to maximum hourly limit of _____ Dth, receive or deliver at the Point(s) of Receipt/Delivery designated by Customer hourly balancing quantities of Gas which shall be the difference, on an hourly basis, between (i) the injections to or withdrawals from ASC's storage of Gas as nominated by Customer to meet Customer's desired hourly pattern of deliveries at its delivery point(s) on the Transporter's (s') pipeline system(s) and (ii) Customer's ratable flow quantities on ASC (1/24 of Daily nominated quantities).

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement on any Day for injection to storage shall be any of the Point(s) of Receipt as posted on ASC's Internet Web Site.

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement on any Day for withdrawal from storage shall be any of the Point(s) of Delivery as posted on ASC's Internet Web Site.

The point(s) at which the hourly balancing quantities of Gas are to be tendered by Customer to ASC under this Agreement shall be any of the Point(s) of Receipt as posted on ASC's Internet Web Site.

The point(s) at which the hourly balancing quantities of Gas are to be tendered by ASC to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on ASC's Internet Web Site.

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Hourly balancing charge	_____
Storage inventory charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel reimbursement	_____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule IHBS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule IHBS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, ____, and shall remain in force and effect until _____, ____ (the "Primary Term").

ARTICLE VI - NOTICES

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

ASC:	_____

Attention:	_____
CUSTOMER:	
NOTICES:	_____

Attention:	_____
BILLING:	_____
Attention:	_____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the

day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;
- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

7.7 HUB SERVICES AGREEMENT

(For Use Under Rate Schedules EIPS, EILS, EIWS, IP, IW, and IL)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Agreement is made as of the ____ day of _____, ____ by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, a _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain interruptible hub natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such interruptible hub storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedules EIPS, EILS, EIWS, IP, IW, and/or IL, as applicable, and of this Agreement, ASC shall provide interruptible service for Customer and shall receive, inject, park, store, wheel, loan, withdraw and redeliver, as the case may be, quantities of Gas up to the Customer's MDIQ, MDWQ, MSQ, Maximum Park Quantity, Maximum Loan Quantity, and/or MDTQ, as applicable, as set forth on Exhibit A hereto. Customer and ASC may execute more than one Exhibit A during the term of this Agreement, covering multiple transactions for Hub Services.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be any of the Point(s) of Receipt as posted on ASC's Internet Web Site, unless Point(s) of Receipt are otherwise designated on Exhibit A hereto.

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be any of the Point(s) of Delivery as posted on ASC's Internet Web Site, unless Point(s) of Delivery are otherwise designated on Exhibit A hereto.

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the charges for all Gas service furnished to Customer hereunder as set forth on Exhibit A hereto.

3.2. Where applicable, Customer agrees to pay in kind the Fuel Reimbursement amount as set forth on Exhibit A hereto.

3.3. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedules EIPS, EILS, EIWS, IP, IW and IL, as applicable.

3.4. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULES AND TARIFF PROVISIONS

The terms and conditions specified in of ASC's Rate Schedules EIPS, EILS EIWS, IP, IW, and IL and the provisions of ASC's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedules, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC) are hereby incorporated into this Agreement and made applicable to each term, condition, and obligation hereof.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall become effective on _____, _____, and shall remain in force and effect on a Month to Month basis unless terminated by either Party upon a least thirty (30) days prior written notice to the other Party.

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of the Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Hub Services Agreement dated _____, _____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, ARTICLE II OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first hereinabove written.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A
to the Hub Services Agreement
between ASC and _____ (Customer)
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

CUSTOMER: _____, pursuant to the Hub Services Agreement executed by Customer and ASC, hereby directs and requests ASC, as Hub Administrator, to do the following:

Title Transfer: (from) Company Name: _____	Title Transfer: (to) Company Name: _____
Address _____ _____	Address: _____ _____
Phone: _____ Fax: _____	Phone: _____ Fax: _____

POINT(S) OF RECEIPT FOR TITLE TRANSFERS

Flow Date	Pipeline Name	Location Meter Name & Meter Number	Volume (Dth/d)	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

POINT(S) OF DELIVERY FOR TITLE TRANSFERS

Flow Date	Pipeline Name	Location Meter Name & Meter Number	Volume (Dth/d)	Shipper's Name	Shipper's Contract Number
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Comments: _____

Exhibit A
to the Hub Services Agreement
between ASC and _____ (Customer)

ASC & Customer agree that the following charges and components of service shall apply to this Hub Services Transaction:

Enhanced Interruptible Wheeling Service (Rate Schedule EIWS):

Maximum Daily Wheeling Quantity (MDTQ)	_____	Dth
From: Point(s) of Receipt	_____	
To: Point(s) of Delivery	_____	
Enhanced Interruptible Wheeling Capacity Charge	_____	\$/Dth-month or \$/Dth-day
Enhanced Interruptible Wheeling Nomination Charge	_____	\$/Dth
Enhanced Interruptible Wheeling Commodity Charge	_____	\$/Dth
Excess Wheeling Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Enhanced Interruptible Parking Service (Rate Schedule EIPS):

Maximum Park Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Enhanced Interruptible Parking Charge	_____	\$/Dth-month or \$/Dth-day
Enhanced Interruptible Parking Nomination Charge	_____	\$/Dth
Enhanced Interruptible Parking Injection Charge	_____	\$/Dth
Enhanced Interruptible Parking Withdrawal Charge	_____	\$/Dth
Excess Injection Charge	_____	\$/Dth
Excess Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Enhanced Interruptible Loan Service (Rate Schedule EILS):

Maximum Loan Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Enhanced Interruptible Loan Charge	_____	\$/Dth-month or \$/Dth-day
Enhanced Interruptible Loan Nomination Charge	_____	\$/Dth
Enhanced Interruptible Loan Injection Charge	_____	\$/Dth
Enhanced Interruptible Loan Withdrawal Charge	_____	\$/Dth
Excess Injection Charge	_____	\$/Dth
Excess Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Interruptible Wheeling Service (Rate Schedule IW):

Maximum Daily Wheeling Quantity (MDTQ)	_____	Dth
From: Point(s) of Receipt	_____	
To: Point(s) of Delivery	_____	
Interruptible Wheeling Charge	_____	\$/Dth
Excess Wheeling Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Interruptible Parking Service (Rate Schedule IP):

Maximum Park Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Interruptible Parking Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Excess Injection Charge	_____	\$/Dth
Excess Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

Interruptible Loan Service (Rate Schedule IL):

Maximum Loan Quantity	_____	Dth
Maximum Daily Injection Quantity	_____	Dth
Maximum Daily Withdrawal Quantity	_____	Dth
Interruptible Loan Charge	_____	\$/Dth
Injection Charge	_____	\$/Dth
Withdrawal Charge	_____	\$/Dth
Excess Injection Charge	_____	\$/Dth
Excess Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	%

This Exhibit A Shall be Effective as Follows:

Begin Date _____ / _____ / _____
End Date _____ / _____ / _____

Customer:

Signature: _____ Date: _____ Time: _____

Hub Administrator Approval:

Signature: _____ Date: _____ Time: _____

7.8 FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES FSS, FSS-A, FWS, NNSS, FP AND FL
For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

This Capacity Release Umbrella Agreement, made and entered into this ____ day of _____, _____ by and between _____, a _____ (herein called "Replacement Customer"), and ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC", (each of ASC and Customer, a "Party," and collectively, the "Parties").

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and ASC hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on ASC's approved bidder list for capacity releases and to execute this Capacity Release Umbrella Agreement pursuant to Section 4 of the General Terms and Conditions of ASC's FERC Gas Tariff, and this Capacity Release Umbrella Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules FSS, FSS-A, FWS, NNSS, FP and FL pursuant to the procedure set forth in Section 4 of ASC's General Terms and Conditions. If at any time a bid submitted by Replacement Customer is accepted by ASC with respect to a given capacity release, ASC will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and ASC agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of ASC's Rate Schedules FSS, FSS-A, FWS, NNSS, FP and FL, ASC agrees to provide the released service for Replacement Customer under the applicable Rate Schedule, provided however, the Replacement Customer shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of ASC's General Terms and Conditions at the time it submitted the bid ASC accepted with respect to such release.

Replacement Customer hereby agrees promptly to provide any information necessary for ASC to reevaluate ASC's credit appraisal as contemplated by Section 3 of ASC's General Terms and Conditions and to advise ASC of any material change in the information previously provided by the Replacement Customer to ASC.

ARTICLE II
TERM OF AGREEMENT

The term of this Capacity Release Umbrella Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Capacity Release Umbrella Agreement is terminated as hereinafter provided. If ASC determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the General Terms and Conditions, ASC may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Section 3 the General Terms and Conditions of ASC's FERC Gas Tariff.

ARTICLE III
RATE SCHEDULES

This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Customer may utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and

conditions for Rate Schedules FSS, FSS-A, FWS, NNSS, FP and FL, by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.

Replacement Customer agrees that ASC 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 this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Capacity Release Umbrella Agreement. ASC agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of ASC's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Capacity Release Umbrella Agreement, or any notice which any Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

- (a) ASC: _____

- (b) Replacement Customer: _____

or such other address as either Party shall designate by formal written notice. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE V
INTERPRETATION

THE INTERPRETATION AND PERFORMANCE OF THIS CAPACITY RELEASE UMBRELLA AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS.

This Capacity Release Umbrella Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay ASC, fails to timely pay ASC, or otherwise breaches this Capacity Release Umbrella Agreement with ASC: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 4 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to ASC for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay ASC in accordance with its Service Agreements with ASC) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay ASC or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

ARTICLE VII
LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE VII - MISCELLANEOUS

8.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

8.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

8.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

8.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

8.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

8.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Capacity Release Umbrella Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, as of the Day and year first above written.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

CUSTOMER _____

By _____

Title _____

For Service From The
Thomas Corners/Adrian Field/Seneca Lake (choose one)
Storage Facility

Deal No.: _____
Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.: _____

Addendum No. _____
Capacity Release
Rate Schedule _____

Replacement Customer: _____

Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

Reservation Charge \$ _____

	<u>Rate</u>
Excess Injection Charge	\$ _____ /Dth
Excess Withdrawal Charge	\$ _____ /Dth

Surcharges:

Description	Rate
_____	\$ _____
_____	\$ _____
_____	\$ _____

Volume Commitment

(Dth/Billing Period)

Maximum Storage Quantity (MSQ) (FSS and FSS-A only): _____ (Dth)
Maximum Daily Firm Wheeling Quantity (MDFWQ) (FWS only): _____ (Dth)
No-Notice Maximum Daily Quantity (NNSS only): _____ (Dth)
Maximum Park Quantity (FP only): _____ (Dth)
Maximum Loan Quantity (FL only): _____ (Dth)
Maximum Daily Injection Quantity (MDIQ): _____ (Dth)
Maximum Daily Withdrawal Quantity (MDWQ): _____ (Dth)

Addendum No. _____ (Cont.)
Capacity Release
Rate Schedule

Specific Primary Point(s) of Receipt:

M&R#	MDRQ	Effective From	Effective To
_____	_____	_____	_____

Specific Primary Point(s) of Delivery:

M&R#	MDDQ	Effective From	Effective To
_____	_____	_____	_____

Is this capacity subject to right of recall? Yes _____ No _____

Recall Conditions (if applicable):

Are there any restrictions on released capacity? Yes _____ No _____

Restrictions (if applicable):

Were ASC's default bid evaluation criteria used? Yes _____ No _____

Evaluation Criteria (if applicable):

Were contingent bids accepted? Yes _____ No _____

Contingency comments (if applicable):

Addendum No. _____ (Cont.)
Capacity Release
Rate Schedule

Other Terms and Conditions of Release: [e.g., restrictions on release, third-party agent and terms of third-party agency relationship, and agreements between Replacement Customer and Releasing Customer]

This Addendum, entered into, pursuant to ASC's capacity release program and to the executed Capacity Release Umbrella Agreement between ASC and the Replacement Customer, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

7.9 FIRM STORAGE SERVICE-ADRIAN AGREEMENT

For Service From The
Adrian Field Storage Facility

(For Use Under Rate Schedule FSS-A)

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and _____, an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Adrian Field Storage Facility, located in Steuben County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of such storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FSS-A, and of this Agreement, ASC shall on any Day receive for injection into storage in the Adrian Field Storage Facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto (subject to the injection ratchets set forth on Exhibit "C" hereto), shall store quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto (subject to the withdrawal ratchets set forth on Exhibit "C" hereto). Service under this Agreement shall not be subject to any "cycling requirement" that would require Customer to withdraw or inject Gas so as to achieve a prescribed maximum or minimum level of Storage Inventory as of a specified date.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	\$ _____	per Dth-month
Withdrawal reservation charge	\$ _____	per Dth-month
Reservation Charge Credit	\$ _____	per Dth
Storage injection charge:		
Dominion Transmission, Inc.	\$ _____	per Dth
Tennessee Gas Pipeline Company, L.L.C.	\$ _____	per Dth
Millennium Pipeline Company, L.L.C.	\$ _____	per Dth
_____	\$ _____	per Dth

Storage withdrawal charge

Dominion Transmission, Inc.	\$ _____	per Dth
Tennessee Gas Pipeline Company, L.L.C.	\$ _____	per Dth
Millennium Pipeline Company, L.L.C.	\$ _____	per Dth
_____	\$ _____	per Dth

Excess injection charge

Dominion Transmission, Inc.	\$ _____	per Dth
Tennessee Gas Pipeline Company, L.L.C.	\$ _____	per Dth
Millennium Pipeline Company, L.L.C.	\$ _____	per Dth
_____	\$ _____	per Dth

Excess withdrawal charge

Dominion Transmission, Inc.	\$ _____	per Dth
Tennessee Gas Pipeline Company, L.L.C.	\$ _____	per Dth
Millennium Pipeline Company, L.L.C.	\$ _____	per Dth
_____	\$ _____	per Dth

Fuel reimbursement

Injection	_____	%
Withdrawal	_____	%

3.2. Customer further agrees to pay ASC any other charges applicable to service hereunder authorized by the Federal Energy Regulatory Commission, or any other successor agency having jurisdiction.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC on Customer's Gas in storage or on the storage services described in this Agreement, including, without limitation, the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FSS-A and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC), provided, however, that in the event of any inconsistency, the terms of this Agreement shall control.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (the "Primary Term").

5.2 Rollover. Check one of the blanks below.

_____ No Rollover.

_____ The term of this Agreement shall automatically be extended beyond its Primary Term for successive periods of five (5) years at the same terms and conditions of service, including service quantities, rates and charges (including, without limitation, MSQ, MDIQ, MDWQ, fuel reimbursement and ratchet provisions). Customer may terminate this Agreement by giving written notice to ASC at any time not less than twelve (12) months before the end of Primary Term or extension period then in effect, as applicable.

5.3 In addition to, and separate from, any rollover rights Customer may have under Section 5.2, Customer shall have a Right of First Refusal pursuant to Section 5.2 of Rate Schedule FSS-A.

ARTICLE VI - NOTICES

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

ASC _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. In addition, either ASC or Customer may assign any of its rights or obligations under the Agreement to an affiliated entity, provided that any assignee proposed by Customer must comply with the Creditworthiness provisions of ASC's FERC Gas Tariff. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated _____, ____.

ARTICLE XI - MISCELLANEOUS

11.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

11.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

11.3. If any provision of this Agreement is declared null and void or voidable by the Federal Energy Regulatory Commission or a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

11.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

11.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

11.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Storage Service-Adrian Agreement
between ASC and
_____ (Customer)
dated _____

I. Maximum Daily Injection Quantity ("MDIQ"):

Effective Date or Event:	MDIQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Maximum Storage Quantity ("MSQ"):

Effective Date or Event:	MSQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity ("MDWQ"):

Effective Date or Event:	MDWQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.
2. Additional lines may be added if ASC and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.
3. Customer's MDIQ during the winter months of November through March shall be zero (0) Dth. Customer's MDWQ during the summer months of April through October shall be zero (0) Dth. ASC shall treat any injections of Gas to storage nominated by Customer during the winter months as Excess Injection Gas. ASC shall treat any withdrawals of Gas from storage nominated by Customer during the summer months as Excess Withdrawal Gas.

Exhibit B to the Firm Storage Service-Adrian Agreement
between ASC and
_____ (Customer)
dated _____

Effective: MM/DD/YYYY

Point(s) of Receipt and Point(s) of Delivery:

<u>Pipeline Name</u>	<u>MDRQ</u>	<u>MDDQ</u>
Dominion Transmission, Inc.	_____	_____
Tennessee Gas Pipeline Company, L.L.C.	_____	_____
Millennium Pipeline Company, L.L.C.	_____	_____
_____	_____	_____

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points, including points added after the date of Customer's Agreement, are considered to be Secondary Points.
2. A Firm Storage Service-Adrian Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term and in order to set forth with greater precision the details of any netting and/or aggregation method involving receipt and delivery point nominations authorized under ASC's FERC Gas Tariff, including without limitation permitting Customer to aggregate Customer's receipt and delivery point nominations to be netted against Customer's Storage Inventory, and pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions.

Exhibit C to the Firm Storage Service-Adrian Agreement
 between ASC and
 _____ (Customer)

Ratchet Provisions. The quantity of Gas Customer may inject and withdraw pursuant to the Firm Storage Service-Adrian Agreement at any time shall be subject to the injection and withdrawal ratchet provisions specified below, in accordance with Section 9 of Rate Schedule FSS-A:

<u>Injection Ratchets</u>	<u>Customer's Storage Inventory / MSQ</u>	<u>MDIQ Multiplier</u>
All Customers	0 - 50%	100%
	Greater than 50%	75%
<u>Withdrawal Ratchets</u> (select one)	<u>Customer's Storage Inventory / MSQ</u>	<u>MDWQ Multiplier</u>
_____ Option 1	100% - 30%	100%
	Less than 30% - 18%	65%
	Less than 18% - 8%	50%
	Less than 8%	40%
_____ Option 2	100% - 25%	100%
	Less than 25% - 15%	80%
	Less than 15% - 5%	60%
	Less than 5%	45%
_____ Option 3	100% - 30%	100%
	Less than 30% to 16%	75%
	Less than 16% to 8%	55%
	Less than 8%	43%

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

7.10 FIRM WHEELING SERVICE AGREEMENT

(For Use Under Rate Schedule FWS)

This Agreement is made as of the _____ day of _____, by and between Arlington Storage Company LLC, a Delaware limited liability company herein called "ASC," and _____ an _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as the Thomas Corners storage facility and the Adrian Field storage facility, located in Steuben County, New York, and the Seneca Lake storage facility located in Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas wheeling services for Customer; and

WHEREAS, ASC has agreed to provide such wheeling storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC'S Rate Schedule FWS, and of this Agreement, ASC shall on any Day receive for wheeling on ASC's facilities for Customer's account a quantity of Gas up to Customer's Maximum Daily Firm Wheeling Quantity, as set forth on Exhibit "A" hereto, shall wheel such quantity of Gas so received, and shall deliver to Customer an equivalent quantity of Gas.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "A" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the charges set forth on Exhibit "A" hereto for all wheeling service furnished to Customer hereunder.

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FWS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, wheeling and/or delivery of Customer's Gas.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FWS and the provisions of ASC'S FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, and shall remain in force and effect on a Month to Month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party; provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the parties pursuant to this Agreement.

ARTICLE VI - NOTICES

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

ASC: _____

Attention: _____

CUSTOMER:

NOTICES: _____

Attention: _____

BILLING: _____
Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Service Agreement, dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S AND CARRIER LIENS

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC

HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

11.3 The rights provided in Article XI and in the UCC are in addition to all other rights allowed by law to a creditor against a debtor.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Customer _____

By _____

Title _____

Exhibit A to the Firm Wheeling Service Agreement
between ASC and
_____ (Customer)

Transaction Confirmation

Maximum Daily Firm Wheeling Quantity ("MDFWQ") _____ Dth

Primary Receipt Point _____ *
Maximum Daily Receipt Quantity ("MDRQ") _____ Dth*

Primary Delivery Point _____ *
Maximum Daily Delivery Quantity ("MDDQ") _____ Dth*

Delivery Pressure: _____

_____ Customer shall have the right to use secondary Receipt
and Delivery Points

Start Date _____
End Date _____

Firm Wheeling Reservation Charge _____ \$/Dth-mo
Firm Wheeling Commodity Charge: _____

Receipt Point(s)	Delivery Point(s)	Rate
_____	_____	_____ \$/Dth**

Fuel Reimbursement _____ %

Maximum Hourly Flow Quantity (check one):
_____ 1/24 MDFWQ, MDRQ and MDDQ (4.17%, Uniform Hourly)
_____ 1/16 MDFWQ, MDRQ and MDDQ (6.25%, 16-Hour Day)
_____ 1/12 MDFWQ, MDRQ and MDDQ (8.33%, 12-Hour Day)

* Add additional lines for multiple Receipt and/or Delivery Points.
** Add additional lines as needed.

Customer:
Signature: _____ Date: _____

ASC'S Approval:
Signature: _____ Date: _____

7.11 LIST OF NONCONFORMING SERVICE AGREEMENTS

ASC has entered into the non-conforming service agreements listed below, copies of which are on file with ASC and available upon request.

	Customer	Rate Schedule	Execution Date
1.	Gavilon, LLC	FSS	February 27, 2009
2.	Corning Natural Gas Corporation	FSS	February 27, 2009
3.	Enjet, Inc.	FSS	February 27, 2009
4.	Iberdrola Renewables, Inc.	FSS	February 26, 2009
5.	Merrill Lynch Commodities, Inc.	FSS	February 27, 2009
6.	Tenaska Gas Storage, LLC	FSS	February 27, 2009

8.0 NONCONFORMING AGREEMENTS

- 8.1 NYSEG FSS AGREEMENT
- 8.2 NYSEG NNSS AGREEMENT
- 8.3 UGI FSS AGREEMENT
- 8.4 DOMINION FSS AGREEMENT

FIRM STORAGE SERVICE AGREEMENT

For Use Under Rate Schedule FSS

For Service From The
~~Thomas Corners~~/Seneca Lake (circle one)
Storage Facility

This Agreement is made as of the 23rd day of March, 2010, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and New York State Electric & Gas Corporation, a New York corporation, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as (i) the Thomas Corners storage facility and (ii) the Seneca Lake storage facility, located, respectively, in Steuben County, New York, and Schuyler County, New York, is authorized to provide natural gas storage and related services in interstate commerce by way of those storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

The effectiveness of this Agreement and all rights and obligations of the parties hereunder are specifically contingent upon receipt of all necessary regulatory or other approvals and the closing of the transaction contemplated under the Asset Purchase Agreement dated January 9, 2010 between Customer and ASC. Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FSS, and of this Agreement, ASC shall on any Day receive for injection into storage in the Thomas Corners/Seneca Lake (circle one) storage facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily

Injection Quantity ("MDIQ") as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Maximum Storage Quantity ("MSQ") as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity ("MDWQ") as set forth on Exhibit "A" hereto.

Customer shall have a Base Gas carrying requirement of 170,000 Dth.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	\$0.3450 per month per
Dth of MSQ	
Withdrawal reservation charge	none
Injection reservation charge	none
Storage injection charge	\$0.01 per Dth
Storage withdrawal charge	\$0.01 per Dth
Excess injection charge	to be negotiated when
scheduled	
Excess withdrawal charge	to be negotiated when
scheduled	

Fuel reimbursement 0.5% of quantities injected
or withdrawn

To the fullest extent permitted by applicable law, each Party to this Agreement, for itself and its successors and assigns, waives any rights it has or may have, now or in the future, whether under Sections 4 or 5 of the Natural Gas Act or otherwise, notwithstanding any subsequent changes in applicable law or market conditions that may occur, to seek or support by any means, directly or indirectly (through complaint, claim, suit, investigation or otherwise), and each Party covenants and agrees that it will not seek unilaterally from the FERC or any other authority an order or relief of any kind amending or changing any provision of this Agreement, including the rate, charge, classification, or other term or condition in this Agreement, or granting any refunds with respect to a change or proposed change: (i) under any standard of review, including the "just and reasonable" standard; or (ii) based upon a contention that: (x) the market in which this Agreement was made was not competitive or appropriately functional; (y) either Party had the ability to compel the other to agree to or otherwise accept a rate, term or condition that did not reflect the then-current market rate, term or condition for this Agreement; and/or (z) that it was not just and reasonable (collectively, "Waived Claims").

The Parties stipulate and agree that, in the event that a standard of review is undertaken by the FERC or any other authority in respect to any unilateral request for a change to any rate, charge, classification, term or condition of this Agreement or any part thereof or any individual service hereunder, whether proposed by a Party, a non-party or the FERC acting sua sponte, the applicable standard of review shall be the strictest standard of review permissible to preserve the intent of the Parties to uphold the sanctity of this Agreement and each of its terms to the maximum extent possible under applicable law.

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition,

Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

Except as provided in this Article IV, this Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC). In the event of a conflict between any provision of this FSS Agreement and a provision of the FSS Rate Schedule or ASC's FERC Gas Tariff, the provision of this FSS Agreement shall control.

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective upon the closing of the transaction contemplated in the Asset Purchase Agreement dated January 9, 2010 between Customer and ASC (the "Effective Date") and shall remain in force and effect until March 31, 2021 (the "Primary Term"). Customer shall have the right, in Customer's sole discretion, to renew for two (2) additional terms of five (5) years each (each, a "Renewal Term"), each of which may be exercised upon at least sixty (60) days notice given prior to the expiration of the Primary Term or, if exercised, the first Renewal Term. The storage reservation charge during the Renewal Term shall be adjusted to reflect the change in the average Consumer Price Index determined over the Primary Term relative to the Consumer Price Index at the commencement of the Renewal Term.

ARTICLE VI - NOTICES

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

ASC: Arlington Storage Company, LLC
Two Brush Creek Boulevard, Suite 200
Kansas City, MO 64112
Attn: Ron E. Happach - VP, Commercial Operations
Ph: (816) 714-5428 FAX (913) 319-8082

CUSTOMER:

NOTICES: New York State Electric & Gas Corp
18 Link Drive, Kirkwood Industrial Park
P.O. Box 5224

762-7209

Binghamton, NY 13902-5224
Fax (607) 762-7890 Phone (607)

Attention: Energy Supply Contract Administration

BILLING: New York State Electric & Gas Corp/Energy Supply
18 Link Drive, Kirkwood Industrial Park
P.O. Box 5224
Binghamton, NY 13902-5224

Attention: Manager, Billing & Risk Management
Fax (607) 771-0798 EMAIL: ENERGYSUPPLYBILLING@RGE.COM

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: NONE

Storage Service Agreement, dated _____, ____.

ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY ASC FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY ASC, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED IN SECTION 7-210 OF THE NEW YORK UNIFORM COMMERCIAL CODE THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT ASC SHALL BE ENTITLED TO, AND ASC HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY ASC TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN ASC'S TARIFF, SHALL BE DEEMED A "WAREHOUSE

RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED,

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT, AND

(v) THE SIGNATURE OF ASC ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in

full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

12.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title Vice President, Commercial Operations

NEW YORK STATE ELECTRIC & GAS CORPORATION

By _____

Title President

Exhibit A to the Firm Storage Service Agreement
between ASC and
New York State Electric & Gas Corporation (Customer)
dated March 23, 2010

I. Maximum Daily Injection Quantity ("MDIQ"):

Effective Date or Event: MDIQ
Effective Date 25,500 Dth

II. Maximum Storage Quantity ("MSQ"):

Effective Date or Event: MSQ
Effective Date 510,000 Dth

III. Maximum Daily Withdrawal Quantity ("MDWQ"):

Effective Date or Event: MDWQ
Effective Date 51,000
Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.

2. Additional lines may be added if ASC and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.

Exhibit B to the Firm Storage Service Agreement
between ASC and
New York State Electric & Gas Corporation (Customer)
dated March 23, 2010

Effective: Effective Date

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name MDRQ
MDDQ

(circle storage facility and complete as applicable)

For Thomas Corners storage

~~Tennessee Gas Pipeline Company~~ NA
NA

~~Columbia Gas Transmission Corporation~~ NA
NA

For Seneca Lake storage

Seneca Lake Storage Interconnect 25,500 Dth
51,000 Dth

(For Storage (For Storage
Injection)
Withdrawal)

Dominion Transmission, Inc. (Yawger Road) 51,000
51,000

Saylor Road 51,000
0

NYSEG Farm Tap 1 0
51,000

NYSEG Farm Tap 2 0
51,000

NYSEG Farm Tap 3 0
51,000

Elmira Distribution 0
51,000

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term.

3. For Seneca Lake, for a given Day, receipt nominations (except for Seneca Lake Storage Interconnect) (expressed as a positive value) shall be aggregated with delivery nominations (except for Seneca Lake Storage Interconnect) (expressed as negative value), and the sum shall be the amount added to (if positive) or subtracted from (if negative) Customer's FSS Storage Inventory as an injection or withdrawal subject to the limits of Customer's MDIQ, MDWQ, MSQ, and Storage Inventory.

Exhibit C to the Firm Storage Service Agreement
between ASC and
New York State Electric & Gas Corporation (Customer)

Ratchet Provisions. The quantity of Gas Customer may inject or withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal options specified below, as selected by Customer under Section 9 of Rate Schedule FSS:

Injection Option No. 1 [Include brief description of injection limits]

No ratchets and no seasonality requirements

Withdrawal Option No. 1 [Include brief description of withdrawal limits]

No ratchets and no seasonality requirements

NO-NOTICE STORAGE SERVICE AGREEMENT

For Use Under Rate Schedule NNSS

For Service From The
~~Thomas Corners~~/Seneca Lake (circle one)
Storage Facility

This Agreement is made as of the 23rd day of March,
2010, by and between ARLINGTON STORAGE COMPANY, LLC, a
Delaware limited liability company herein called "ASC," and New
York State Electric & Gas Corporation, a New York corporation,
herein called "Customer," (each of ASC and Customer, a "Party,"
and collectively, the "Parties"), pursuant to the following
recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage
facilities known as (i) the Thomas Corners facility, and (ii)
the Seneca Lake facility, located, respectively, in Steuben
County, New York, and Schuyler County, New York, and is
authorized to provide natural gas storage and related services
in interstate commerce by way of those facilities; and

WHEREAS, Customer has requested that ASC provide certain firm
no-notice natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm no-notice storage
services for Customer subject to the terms and conditions set
forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

The effectiveness of this Agreement and all rights and
obligations of the parties hereunder are specifically contingent
upon receipt of all necessary regulatory or other approvals and
the closing of the transaction contemplated under the Asset
Purchase Agreement dated January 9, 2010 between Customer
and ASC. Following the commencement of service hereunder, in
accordance with the terms of ASC's Rate Schedule NNSS, and of
this Agreement, including Exhibits thereto, ASC shall on any Day
allow Customer to deviate (plus or minus) by any amount up to
Customer's No-Notice Maximum Daily Receipt Quantity ("NNMDRQ")
and No-Notice Maximum Daily Delivery Quantity ("NNMDDQ") at
points specified in Exhibit A of this No-Notice Storage Service
Agreement, from its nominations under the Firm Storage Service

Agreement ("FSS Agreement") between Customer and ASC dated March 23rd, 2010 and further designated as _____. Any such deviations shall be netted against customer's FSS Storage Inventory, provided that customer's FSS Storage Inventory shall not be permitted to exceed Customer's FSS Maximum Storage Quantity or to fall below zero (0).

ARTICLE II - PRICE

2.1. Customer agrees to pay ASC the following charges for all Gas no-notice service furnished to Customer hereunder:

No-Notice storage reservation charge \$2.28 per month per Dth
of greatest No-Notice Maximum
Receipt Quantity or No-Notice
Maximum Delivery Quantity for any
receipt or delivery point listed
in Exhibit A.

To the fullest extent permitted by applicable law, each Party to this Agreement, for itself and its successors and assigns, waives any rights it has or may have, now or in the future, whether under Sections 4 or 5 of the Natural Gas Act or otherwise, notwithstanding any subsequent changes in applicable law or market conditions that may occur, to seek or support by any means, directly or indirectly (through complaint, claim, suit, investigation or otherwise), and each Party covenants and agrees that it will not seek unilaterally from the FERC or any other authority an order or relief of any kind amending or changing any provision of this Agreement, including the rate, charge, classification, or other term or condition in this Agreement, or granting any refunds with respect to a change or proposed change: (i) under any standard of review, including the "just and reasonable" standard; or (ii) based upon a contention that: (x) the market in which this Agreement was made was not competitive or appropriately functional; (y) either Party had the ability to compel the other to agree to or otherwise accept a rate, term or condition that did not reflect the then-current market rate, term or condition for this Agreement; and/or (z) that it was not just and reasonable (collectively, "Waived Claims").

The Parties stipulate and agree that, in the event that a standard of review is undertaken by the FERC or any other authority in respect to any unilateral request for a change to any rate, charge, classification, term or condition of this Agreement or any part thereof or any individual service

hereunder, whether proposed by a Party, a non-party or the FERC acting sua sponte, the applicable standard of review shall be the strictest standard of review permissible to preserve the intent of the Parties to uphold the sanctity of this Agreement and each of its terms to the maximum extent possible under applicable law.

2.2 Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule NNSS.

2.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE III - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

Except as provided in this Article III, this Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule NNSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC). In the event of a conflict between any provision of this NNSS Agreement and a provision of the NNSS Rate Schedule or ASC's FERC Gas Tariff, the provision of this NNSS Agreement shall control.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall be effective upon the closing of the transaction contemplated in the Asset Purchase Agreement dated January 9, 2010 between Customer and ASC (the "Effective Date") and shall remain in force and effect until March 31, 2021 (the "Primary Term"). Customer shall have the right, in Customer's sole discretion, to renew for two (2) additional terms of five (5) years each (each, a "Renewal Term"), each of which may be exercised upon at least sixty (60) days notice given prior to the expiration of the Primary Term or, if exercised, the first Renewal Term. The storage reservation charge during the Renewal

Term shall be adjusted to reflect the change in the average Consumer Price Index determined over the Primary Term relative to the Consumer Price Index at the commencement of the Renewal Term.

ARTICLE V - NOTICES

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

ASC: Arlington Storage Company, LLC
Two Brush Creek Boulevard,
Suite 200
Kansas City, MO 64112

Attention: Ron E. Happach - VP, Commercial Operations
Ph.# (816) 714-5428 Fax# (913) 319-8082

CUSTOMER:

New York State Electric & Gas Corp.

NOTICES: 18 Link Drive, Kirkwood Industrial Park
P.O. Box 5224
Binghamton, NY 13902-5224
Fax (607) 762-7890 Phone (607)

762-7209

Attention: Energy Supply Contract Administration

BILLING: New York State Electric & Gas Corp/Energy Supply
18 Link Drive, Kirkwood Industrial Park
P.O. Box 5224
Binghamton, NY 13902-5224

Attention: Manager, Billing & Risk Management
Fax (607) 771-0798 Email: ENERGYSUPPLYBILLINGERGE.COM

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

ARTICLE VI - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE VIII - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: NONE

Storage Service Agreement, dated _____, ____.

10.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

10.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a

waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

10.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

10.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

10.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

10.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title Vice President, Commercial Operations

NEW YORK STATE ELECTRIC & GAS CORPORATION

By _____

Title President

Exhibit A to the NO-NOTICE STORAGE SERVICE AGREEMENT
 between ASC and
 New York State Electric & Gas Corporation (Customer)
 dated March 23, 2010

Effective: Effective Date

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name	No Notice Maximum	No-Notice
Maximum	Daily Receipt	Quantify Daily
Delivery Quantity		(Dth/day)
(Dth/day)		
(circle storage facility and complete as applicable)		

For Thomas Corners storage

Tennessee Gas Pipeline Company	<u>NA</u>
<u>NA</u>	

Columbia Gas Transmission Company	<u>NA</u>
<u>NA</u>	

For Seneca Lake storage

Seneca Lake Storage Interconnect	51,000	
25,500	(From	(For
	Storage Withdrawal)	Storage
Injection)		
Dominion Transmission, Inc. (Yawger Road)	51,000	
51,000		
Saylor Road	51,000	
0		
NYSEG Farm Tap 1	0	
51,000		
NYSEG Farm Tap 2	0	
51,000		

NYSEG Farm Tap 3 0
51,000

Elmira Distribution 0
51,000

Note:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.

2. For Seneca Lake, for a given Day, deviations from nominated receipts (except for Seneca Lake Storage Interconnect) (expressed as a positive value if a positive deviation and as a negative value if a negative deviation) shall be aggregated with deviations from nominated deliveries (except for Seneca Lake Storage Interconnect) (expressed as negative value if a positive deviation and as a positive value if a negative deviation), and the sum shall be the amount of firm No-Notice Storage Service deemed received by Customer for that Day, which amount shall be added to (if positive) or deducted from (if negative) Customer's FSS Storage Inventory as described in Article I of this No-Notice Storage Agreement subject to the limits of Customer's MDIQ, MDWQ, MSQ, Storage Inventory, and Customer's NNMDRQ and NNMDDQ.

8.3 UGI FIRM STORAGE SERVICE AGREEMENT

For Service From The
Thomas Corners/Seneca Lake (circle one)
Storage Facility

(For Use Under Rate Schedule FSS)

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and UGI Penn Natural Gas, Inc., a _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as (i) the Thomas Corners storage facility and (ii) the Seneca Lake storage facility, located, respectively, in Steuben County, New York, and Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FSS, and of this Agreement, ASC shall on any Day receive for injection into storage in the Thomas Corners/Seneca Lake (circle one) storage facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto.

For the purpose of this Agreement, the following terms shall be defined as follows:

"Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 AM (Central Clock Time), including Saturdays, Sundays and holidays, except that in the event that an obligation falls due on a Saturday, Sunday or a Federal Banking holiday, the obligation shall be due on the next business day.

"Gas" means natural Gas of a quality at least equal to the quality specified in Article 12.

"Maximum Daily Injection Quantity" means the maximum quantity of Gas which Customer is entitled to inject into the Facility on any Day, plus Fuel Retention.

"Maximum Daily Withdrawal Quantity" means the maximum quantity of Gas which Customer is entitled to withdraw on any Day.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	_____
Withdrawal reservation charge	_____
Injection reservation charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel reimbursement	_____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC). Provided, however, in the event of any inconsistency between this Agreement and ASC's Tariff, General Terms and Conditions, or Rate Schedule FSS, the terms of this Agreement shall control.

ARTICLE V - TERM OF AGREEMENT

The term of the Firm Storage Service Agreement shall be 60 months commencing on the Commencement Date and shall continue in effect for a primary term through and including March 31, 2007, and from year to year thereafter, until either party terminates this Agreement by giving written notice to the other at least twelve (12) months prior to the next anniversary of the Commencement Date.

ARTICLE VI - NOTICES

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

ASC: Arlington Storage Company LLC
Two Brush Creek Blvd. Suite 200
Kansas City, Missouri 64112

Attention: VP Commercial Operations
Phone: 816-714-5428
Fax: (402) 619-5228

CUSTOMER:

NOTICES: _____
UGI
One PEI Center
Willkes-Barre, PA 18711

Attention: Vice President, Gas Supply

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. Unless otherwise specifically provided in this Agreement, any written notice or other communication shall be sufficiently given or shall be deemed given on the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid. The effective date of notice issued pursuant to this Agreement shall be the earlier of the date of addressee's receipt of such notice or the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: None

Storage Service Agreement, dated _____, ____.

ARTICLE XI - DEFAULT

11.1 If (i) either party shall fail in any material respect to comply with, observe, perform or shall default in any material respect upon any obligation under this Agreement, except due to causes excused by Force Majeure or attributable to the other's wrongful act or failure to act, and such failure materially and adversely affects the ability of either Party to deliver or accept Gas and (ii) after written notice thereof from the Party claiming a right to terminate this Agreement, such failure shall continue for a period of thirty (30) Days, then the Party claiming the right to terminate may, by notice in writing, terminate this Agreement as of the date of the notice of termination; provided, however, that if such failure cannot be reasonably cured within such thirty (30) Days, the Party claimed to be in default shall be entitled to such further time as shall reasonably be required to effect such cure, provided that such Party commences within such thirty (30) Days substantial efforts to effect such cure and at all times thereafter proceeds diligently to complete such cure.

11.2 The availability or exercise of the right to terminate this Agreement pursuant to this Article shall not serve to diminish or affect the right of the parties to seek damages or specific performance, for breach of this Agreement, as provided in Section 11.1 hereof.

11.3 The occurrence at any time with respect to either party of any of the following events constitutes an event of default hereunder and the non-defaulting party shall be entitled to suspend its performance hereunder and/or liquidate and terminate this Agreement in the event of such default:

- (a) the failure by a party to make, when due, any payment under this Agreement if the failure is not remedied within five Business Days after receipt of a notice of such failure from the other party;

- (b) a party:
 - (i) is generally not paying its debts as they become due;
 - (ii) files, or consents by answers or otherwise to the filing against it of, any petition or case seeking relief under any federal, state or foreign bankruptcy or insolvency (collectively "Bankruptcy Laws");
 - (iii) makes a general assignment for the benefit of its creditors;
 - (iv) applies for or consents to the appointment of a custodian, receiver, trustee, applies for or consents to the appointment of a custodian, receiver, trustee, conservator, or other officer with similar powers ("Custodian")
 - (v) takes corporate action for the purpose of any of the foregoing;
- (c) a court or governmental authority, agency, instrumentally or official of competent jurisdiction enters or issues an order or decree with respect to a party:
 - (i) appointing a Custodian;
 - (ii) constituting an order for relief under, or approving a petition or case for relief or reorganization of any other petition or case to take advantage of, any Bankruptcy Laws, or
 - (iii) ordering its dissolution, winding-up or liquidation;
- (d) a petition or case for any purpose specified in the Paragraph directly above is filed against a party and is not dismissed within thirty (30) days;
- (e) a party fails to perform, observe or comply with any other material term, covenant or provision contained in this Agreement and the failure continues for thirty (30) days after receipt of a notice of such failure from the other party.

ARTICLE XIII - Pressure and Quality

Gas delivered by or on behalf of Customer to ASC shall conform to the third party Transporter's gas quality standards. Gas redelivered by ASC shall conform to the third party Transporter's quality standards.

ARTICLE XIII - BILLING AND PAYMENT

13.1 Owner shall render to Customer, on or before the tenth (10) Day of each Month a statement which sets forth the charges owed by Customer to Owner for the preceding Month's Service. The Statement will include (a) the applicable rates; (b) the quantities being billed at each rate; and (c) documentation sufficient to support billed quantities.

13.2 Unless otherwise agreed, Customer shall pay by wire transfer in immediately available funds to Owner the full amount due to Owner under the statements rendered by Owner on or before the later of (a) ten calendar Days after Customer's receipt of same, or (b) the twentieth Day of the issuing Month. If the Day for payment should fall upon a Saturday, Sunday or Federal Banking Holiday, then such payment shall be made on the next business Day. If customer fails to pay such amounts when due, then interest shall accrue on all unpaid amounts from the date due until paid at a rate of interest of one and one-half percent (1.5 %) per Month. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

13.3 If an error is discovered by either Owner or Customer, in the amount billed in any statement rendered by Owner, the Owner shall use its best efforts to correct any such billing error within sixty (60) Days of the discovery of such error by Owner, if Owner discovers the error, or Owner's receipt of notification of such error from Customer, if the error is discovered by the Customer. In the event a dispute arises as to the amount payable in any statement rendered by Owner hereunder, Customer shall nevertheless pay the total amount payable to Owner under the statement rendered pending resolution of the dispute. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, or by Owner to recoup any underpayment, in either case with interest thereon at the same rate specified in Section 14.2 above. All statements shall be considered final, and any and all objections thereto shall be deemed waived, unless made in writing within twenty-four (24) months of Customer's receipt thereof.

ARTICLE XIV - FORCE MAJEURE

Neither of the Parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which as been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension.

Such causes or contingencies affecting the performance hereunder by the Owner or the Customer, however, shall not relieve either Party of liability in the event of its concurring negligence or in the event of its 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 from its obligations to make payments of amounts then due hereunder.

ARTICLE XV - BASE GAS

The amount of Customer's Base Gas contribution shall be as set forth in Exhibit "A". Customer shall retain title to such Base Gas at all times and shall be entitled to the refund of such Base Gas upon the expiration of Customer's contract term, in the event such contract is not extended or renewed.

ARTICLE XVI - MISCELLANEOUS

16.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

16.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

16.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

16.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

16.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

16.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

16.7 In the event Owner or Customer validly terminate this Agreement pursuant to its terms, the terminating Party shall not thereafter have any further liability or further obligation to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

UGI Penn Natural Gas, Inc. _____

By _____

Title _____

Exhibit A to the Firm Storage Service Agreement
between ASC and
UGI Penn Natural Gas, Inc.
dated _____

I. Maximum Daily Injection Quantity ("MDIQ"):

Effective Date or Event:	MDIQ
<u>April 1, 2002</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Maximum Storage Quantity ("MSQ"):

Effective Date or Event:	MSQ
<u>April 1, 2002</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity ("MDWQ"):

Effective Date or Event:	MDWQ
<u>April 1, 2002</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

IV. Base Gas

Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.
2. Additional lines may be added if ASC and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.

Exhibit B to the Firm Storage Service Agreement
between ASC and
UGI Penn Natural Gas, Inc.(Customer)
dated _____

Effective: 04/01/2002

Point(s) of Receipt and Point(s) of Delivery:

Pipeline Name MDRQ MDDQ

(circle storage facility and complete as applicable)

For Thomas Corners storage

Tennessee Gas Pipeline Company Not Applicable Not Applicable

Columbia Gas Transmission Corporation Not Applicable Not Applicable

For Seneca Lake storage

Dominion Transmission, Inc. (Yawger Road)

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.
2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term and in order to set forth with greater precision the details of any netting and/or aggregation method involving receipt and delivery point nominations authorized under ASC's FERC Gas Tariff, including without limitation permitting Customer to aggregate Customer's receipt and delivery point nominations to be netted against Customer's Storage Inventory, and pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions.

Exhibit C to the Firm Storage Service Agreement
between ASC and
UGI Penn Natural Gas, Inc.

Ratchet Provisions. The quantity of Gas Customer may inject or withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal options specified below, as selected by Customer under Section 9 of Rate Schedule FSS:

Injection Option No. 1 There are no injection ratchetsts]

Withdrawal Option No. 1 There are no withdrawal ratchets

8.4 DOMINION FIRM STORAGE SERVICE AGREEMENT

For Service From The
Thomas Corners/Seneca Lake (circle one)
Storage Facility

(For Use Under Rate Schedule FSS)

This Agreement is made as of the _____ day of _____, _____, by and between ARLINGTON STORAGE COMPANY, LLC, a Delaware limited liability company herein called "ASC," and Dominion Transmission, Inc., a _____, herein called "Customer," (each of ASC and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, ASC owns and operates underground natural gas storage facilities known as (i) the Thomas Corners storage facility and (ii) the Seneca Lake storage facility, located, respectively, in Steuben County, New York, and Schuyler County, New York, and is authorized to provide natural gas storage and related services in interstate commerce by way of those storage facilities; and

WHEREAS, Customer has requested that ASC provide certain firm natural gas storage services for Customer; and

WHEREAS, ASC has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, ASC and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of ASC's Rate Schedule FSS, and of this Agreement, ASC shall on any Day receive for injection into storage in the Thomas Corners/Seneca Lake (circle one) storage facility, as specified in Exhibit "A" hereto, for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A" hereto.

For the purpose of this Agreement, the following terms shall be defined as follows:

"Day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 9:00 AM (Central Clock Time), including Saturdays, Sundays and holidays, except that in the event that an obligation falls due on a Saturday, Sunday or a Federal Banking holiday, the obligation shall be due on the next business day.

"Gas" means natural Gas of a quality at least equal to the quality specified in Article 12.

"Maximum Daily Injection Quantity" means the maximum quantity of Gas which Customer is entitled to inject into the Facility on any Day, plus Fuel Retention.

"Maximum Daily Withdrawal Quantity" means the maximum quantity of Gas which Customer is entitled to withdraw on any Day.

ARTICLE II - POINTS OF RECEIPT AND DELIVERY

The point(s) at which the Gas is to be tendered by Customer to ASC under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by ASC to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

3.1. Customer agrees to pay ASC the following charges for all Gas storage service furnished to Customer hereunder:

Storage reservation charge	_____
Withdrawal reservation charge	_____
Injection reservation charge	_____
Storage injection charge	_____
Storage withdrawal charge	_____
Excess injection charge	_____
Excess withdrawal charge	_____
Fuel reimbursement	_____

3.2. Customer further agrees to pay ASC all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.

3.3. Customer shall reimburse ASC for all applicable taxes as may be assessed against ASC for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse ASC for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by ASC.

3.4. Notwithstanding the other provisions of this Agreement, in the event any regulatory body having jurisdiction shall at any time issue an order requiring Owner to charge a rate less than the rate agreed to by the parties, Owner may terminate this Agreement on ten (10) days prior written notice to Customer; provided, however, that prior to the resale of the Maximum Daily Withdrawal Quantity hereunder or any portion thereof to a third party, Customer shall have the right to retain such capacity by advising Owner in writing that it will enter into a service agreement upon substantially similar terms and conditions as Owner is willing to enter into with such third party within ten (10) days after its receipt of notice in writing of any such third party transaction. Notwithstanding the other provisions of this Agreement, in the event any regulatory body having jurisdiction shall at any time issue an order requiring Owner to charge a rate higher than the rate agreed to by the parties, Customer may, at its sole option, within twenty (20) days of written notice to Customer by Owner of such event, either (i) agree to pay such higher price, or (ii) terminate this Agreement on ten (10) days prior written notice to Owner; provided, however, in no event shall Owner either directly or indirectly petition FERC or any other regulatory body for authority to charge a higher rate to Customer for the services rendered under this Agreement than the rate mutually agreed to herein by the parties.

3.5 Customer and Owner agree they will not directly or indirectly object in any forum to the prices agreed to herein.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in ASC's Rate Schedule FSS and the provisions of ASC's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by ASC). Provided, however, Customer reserves its rights to support, contest, or oppose amendments or changes to any provisions in said Tariff. In the event of any inconsistency between this Agreement and ASC's Tariff, General Terms and Conditions, or Rate Schedule FSS, the terms of this Agreement shall control.

ARTICLE V - TERM OF AGREEMENT

5.1 The term of the Firm Storage Service Agreement shall commence on April 1, 2007 and shall continue in effect for a primary term ending on March 31, 2009, and shall continue for additional two-year rollover terms thereafter, until either party terminates this Agreement by giving written notice to the other at least twelve months prior to the start of the next rollover term; provided, however, that no term established pursuant to this Article V shall extend past March 31, 2027, unless the parties mutually agree otherwise. Except as noted in

Section 5.2 below, to the extent this Agreement rolls over pursuant to the terms herein, both parties agree that the rate shall be based on the following:

For Applicable Period	Rate per month per Dth
April 1, 2009-March 31, 2011	
April 1, 2011-March 31, 2013	
April 1, 2013-March 31, 2015	
After March 31, 2015: Additional 2-year terms commencing each April 1	

5.2 If Owner terminates this Agreement in accordance with Section 5.1, then Customer shall have a right of first refusal, which shall give Customer the right to continue service hereunder, subject to the provisions stated herein. Within thirty days of receiving a notice of termination from Owner pursuant to Section 5.1 above, Customer shall exercise this right of first refusal by notifying Owner that it desires to continue to receive service hereunder at the rate and for a term identical to the best binding offer with a minimum of a two-year term received by Owner from a third party desiring the capacity hereunder ("Best Offer"). Within sixty days of the expiration of the current term, Owner shall provide Customer with an executable service agreement setting forth the Best Offer received by Owner during the preceding sixty-day period, along with a statement by a duly authorized officer of Owner which shall certify the Best Offer. Customer must execute and return such service agreement within fifteen business days from the date of receiving such service agreement; if Customer fails to return such executed service agreement in the time allotted this Agreement shall expire at the end of the current term. Owner will send Customer an executable service agreement with the identical provisions as stated herein, with the exception of the rate and term of the Best Offer. Nothing herein shall preclude Owner and Customer from mutually agreeing to a different rate and term. To the extent no offers that qualify as a Best Offer are received by Owner, this Agreement shall continue for a rollover term set forth in Section 5.1 at the then-current rate, unless otherwise mutually agreed upon; at the end of such rollover term, to the extent the parties continue the Agreement pursuant to Section 5.1, the rate for the next rollover term shall be as reflected in the chart in Section 5.1. Upon the expiration of a term established by Customer's match of a Best Offer, the Agreement shall continue pursuant to the rollover terms set forth in Section 5.1 unless either party gives notice of termination under Section 5.1; if such notice is given by Owner, Customer shall again have the right of first refusal under this Section 5.2. To the extent that matching a Best Offer results in a term that does not end on March 31 of an odd-subsequent rollover term under section 5.1 shall be shortened and shall expire on the next March 31 of an odd-numbered year.

ARTICLE VI - NOTICES

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

ASC: Arlington Storage Company LLC
Two Brush Creek Blvd. Suite 200
Kansas City, Missouri 64112

Attention: VP Commercial Operations

Phone: 816-714-5428
Fax: (402) 619-5228

CUSTOMER:

NOTICES: Dominion Transmission, Inc.
120 Tredegar Street
Richmond, VA 23219

Attention: Vice President, Transmission Marketing & Customer Services

BILLING: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. Unless otherwise specifically provided in this Agreement, any written notice or other communication shall be sufficiently given or shall be deemed given on the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid. The effective date of notice issued pursuant to this Agreement shall be the earlier of the date of addressee's receipt of such notice or the third business day following the date on which the same is mailed by registered or certified mail, postage prepaid.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of ASC or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of ASC's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

ARTICLE X - PRIOR AGREEMENTS CANCELLED

ASC and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto: None

Storage Service Agreement, dated _____, ____.

ARTICLE XI - DEFAULT

11.1 If (i) either party shall fail in any material respect to comply with, observe, perform or shall default in any material respect upon any obligation under this Agreement, except wrongful act or failure to act, and such failure materially and adversely affects the ability of either Party to deliver or accept Gas and (ii) after written notice thereof from the Party claiming a right to terminate this Agreement, such failure shall continue for a period of thirty (30) Days, then the Party claiming the right to terminate may, by notice in writing, terminate this Agreement as of the date of the notice of termination; provided, however, that if such failure cannot be reasonably cured within such thirty (30) Days, the Party claimed to be in default shall be entitled to such further time as shall reasonably be required to effect such cure, provided that such Party commences within such thirty (30) Days substantial efforts to effect such cure and at all times thereafter proceeds diligently to complete such cure.

11.2 The availability or exercise of the right to terminate this Agreement pursuant to this Article shall not serve to diminish or affect the right of the parties to seek damages or specific performance, for breach of this Agreement, as provided in Section 11.1 hereof.

11.3 The occurrence at any time with respect to either party of any of the following events constitutes an event of default hereunder and the non-defaulting party shall be entitled to suspend its performance hereunder and/or liquidate and terminate this Agreement in the event of such default:

- (a) the failure by a party to make, when due, any payment under this Agreement if the failure is not remedied within five Business Days after receipt of a notice, given in accordance with Section 17.6, of such failure from the other party;
- (b) a party:
 - (i) is generally not paying its debts as they become due;

- (ii) files, or consents by answers or otherwise to the filing against it of, any petition or case seeking relief under any federal, state or foreign bankruptcy or insolvency (collectively "Bankruptcy Laws");
 - (iii) makes a general assignment for the benefit of its creditors;
 - (iv) applies for or consents to the appointment of a custodian, receiver, trustee, applies for or consents to the appointment of a custodian, receiver, trustee, conservator, or other officer with similar powers ("Custodian")
 - (v) takes corporate action for the purpose of any of the foregoing;
- (c) a court or governmental authority, agency, instrumentally or official of competent jurisdiction enters or issues an order or decree with respect to a party:
- (i) appointing a Custodian;
 - (ii) constituting an order for relief under, or approving a petition or case for relief or reorganization of any other petition or case to take advantage of, any Bankruptcy Laws, or
 - (iii) ordering its dissolution, winding-up or liquidation;
- (d) a petition or case for any purpose specified in the Paragraph directly above is filed against a party and is not dismissed within thirty (30) days;
- (e) a party fails to perform, observe or comply with any other material term, covenant or provisions contained in this Agreement and the failure continues for thirty (30) days after receipt of a notice of such failure from the other party. The intentional or negligent acts of either party amounting to a material breach of this contract shall be sufficient for the other party to terminate under this subsection.

ARTICLE XIII - Pressure and Quality

Gas delivered by or on behalf of Customer to ASC shall conform to the third party Transporter's gas quality standards. Gas redelivered by ASC shall conform to the third party Transporter's quality standards.

ARTICLE XIII - BILLING AND PAYMENT

13.1 Owner shall render to Customer, on or before the tenth (10) Day of each Month a statement which sets forth the charges owed by Customer to Owner for the preceding Month's Service. The Statement will include (a) the applicable rates; (b) the quantities being billed at each rate; and (c) documentation sufficient to support billed quantities.

13.2 Unless otherwise agreed, Customer shall pay by wire transfer in immediately available funds to Owner the full amount due to Owner under the statements rendered by Owner on or before the later of (a) ten calendar Days after Customer's receipt of same, or (b) the twentieth Day of the issuing Month. If the Day for payment should fall upon a Saturday, Sunday or Federal Banking Holiday, then such payment shall be made on the next business Day. If customer fails to pay such amounts when due, then interest shall accrue on all unpaid amounts from the date due until paid at a rate of interest of one and one-half percent (1.5 %) per Month. Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

13.3 If an error is discovered by either Owner or Customer, in the amount billed in any statement rendered by Owner, the Owner shall use its best efforts to correct any such billing error within sixty (60) Days of the discovery of such error by Owner, if Owner discovers the error, or Owner's receipt of notification of such error from Customer, if the error is discovered by the Customer. In the event a dispute arises as to the amount payable in any statement rendered by Owner hereunder, Customer shall nevertheless pay the total amount payable to Owner under the statement rendered pending resolution of the dispute. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, or by Owner to recoup any underpayment, in either case with interest thereon at the same rate specified in Section 14.2 above. All statements shall be considered final, and any and all objections thereto shall be deemed waived, unless made in writing within twenty-four (24) months of Customer's receipt thereof.

ARTICLE XIV - FORCE MAJEURE

Neither of the Parties hereto shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which as been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. Failure to prevent or settle any strike or strikes shall not be considered to be a matter within the control of the Party claiming suspension.

Such causes or contingencies affecting the performance hereunder by the Owner or the Customer, however, shall not relieve either Party of liability in the event of its concurring negligence or in the event of its 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 from its obligations to make payments of amounts then due hereunder.

ARTICLE XV - MISCELLANEOUS

15.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

15.2. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

15.3. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

15.4. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

15.5. This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than ASC or Customer.

15.6. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

15.7 In the event Owner or Customer validly terminate this Agreement pursuant to its terms, the terminating Party shall not thereafter have any further liability or further obligation to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

ARLINGTON STORAGE COMPANY, LLC

By _____

Title _____

Dominion Transmission, Inc. _____

By _____

Title _____

Exhibit A to the Firm Storage Service Agreement
between ASC and
Dominion Transmission, Inc. (Customer)
dated _____

I. Maximum Daily Injection Quantity ("MDIQ"):

Effective Date or Event:	MDIQ
<u>April 1, 2007</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Maximum Storage Quantity ("MSQ"):

Effective Date or Event:	MSQ
<u>April 1, 2007</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity ("MDWQ"):

Effective Date or Event:	MDWQ
<u>April 1, 2007</u>	_____ Dth
_____	_____ Dth
_____	_____ Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.
2. Additional lines may be added if ASC and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.

Exhibit B to the Firm Storage Service Agreement
between ASC and
Dominion Transmission, Inc. (Customer)
dated _____

Effective: 04/01/2007

Point(s) of Receipt and Point(s) of Delivery:

<u>Pipeline Name</u>	<u>MDRQ</u>	<u>MDDQ</u>
(circle storage facility and complete as applicable)		

For Thomas Corners storage

Tennessee Gas Pipeline Company	<u>Not Applicable</u>	<u>Not Applicable</u>
Columbia Gas Transmission Corporation	<u>Not Applicable</u>	<u>Not Applicable</u>

For Seneca Lake storage

Dominion Transmission, Inc. (Yawger Road)

Notes:

1. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. All other points are considered to be Secondary Points.
2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term and in order to set forth with greater precision the details of any netting and/or aggregation method involving receipt and delivery point nominations authorized under ASC's FERC Gas Tariff, including without limitation permitting Customer to aggregate Customer's receipt and delivery point nominations to be netted against Customer's Storage Inventory, and pursuant to mutually agreeable and not unduly discriminatory commercially reasonable terms and conditions.

Exhibit C to the Firm Storage Service Agreement
between ASC and
Dominion Transmission, Inc. (Customer)

Ratchet Provisions. The quantity of Gas Customer may inject or withdraw pursuant to the Firm Storage Service Agreement at any time shall be subject to the injection and withdrawal options specified below, as selected by Customer under Section 9 of Rate Schedule FSS:

Injection Option No. 1 There are no injection ratchets

Withdrawal Option No. 1 There are no withdrawal ratches