

F.E.R.C. GAS TARIFF

First Revised Volume No. 1

of

STEUBEN GAS STORAGE COMPANY
(ADRIAN FIELD)

Filed With

FEDERAL ENERGY REGULATORY COMMISSION

Communications Covering This Tariff Should
Be Addressed To:

Steuben Gas Storage Company
Ron E. Happach - Vice President, Commercial Operations
Two Brush Creek Boulevard, Suite 200
Kansas City, Missouri 64112
Ph: (816) 329-5344
Fax: (402) 619-5228

FERC GAS TARIFF
FIRST REVISED VOLUME NO. 1
OF
STEUBEN GAS STORAGE COMPANY
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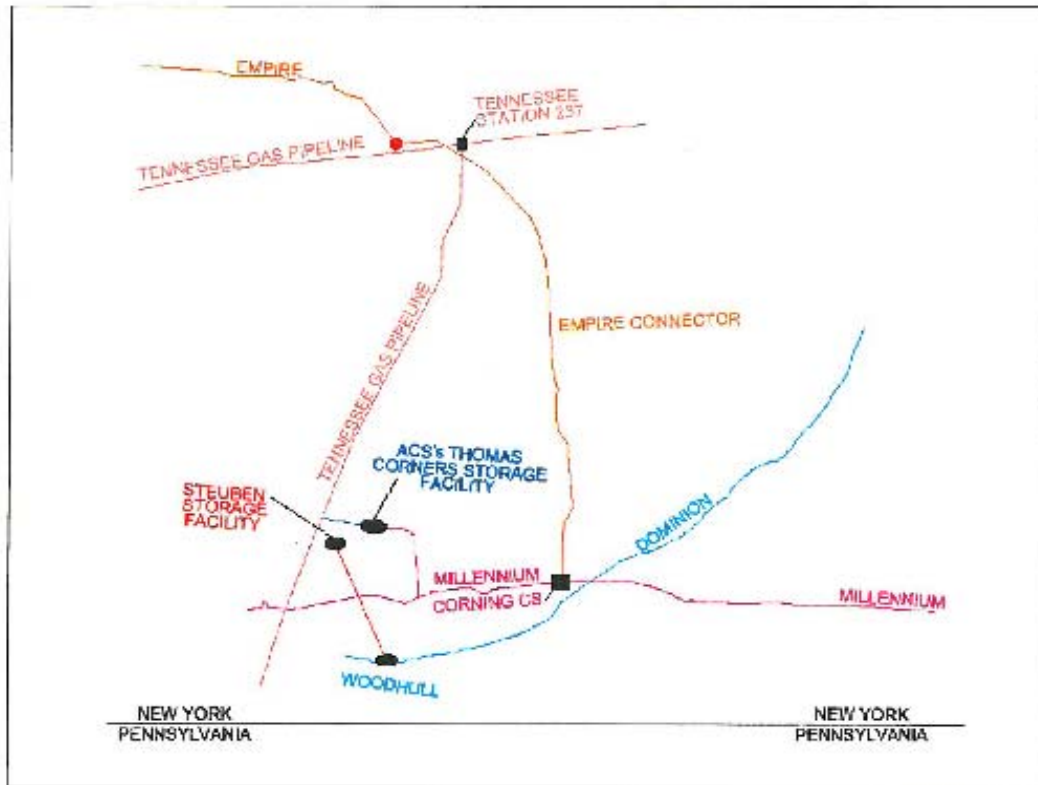
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3.0 Map of System

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3.0 MAP OF SYSTEM



Issued on: September 22, 2010

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4.0 PRELIMINARY STATEMENT

5. HEAT CONTENT, GAS QUALITY, AND MEASUREMENT BASE

5.1 The heat content, gas quality, and measurement base shall be as specified in the agreement between Buyer and Seller.

5.0 STATEMENT OF RATES FOR STORAGE OF NATURAL GAS

RATE SCHEDULE FSS -----	Maximum Rate per Dth -----	Minimum Rate per Dth -----
1. Reservation Rate		
a. Deliverability - Monthly	\$ 4.3638	\$ 0
b. Capacity - Monthly	\$ 0.0419	\$ 0
c. Deliverability - Daily (3)(4)	\$ 0.14347	\$ 0
d. Capacity - Daily (3)(4)	\$ 0.00138	\$ 0
2. Injection/Withdrawal Commodity Rate	\$ 0.0032	\$ 0.0032
3. Overrun Service Rate (1)	\$ 0.1818	\$ 0.0064
 RATE SCHEDULE ISS -----	 Maximum Rate per Dth -----	 Minimum Rate per Dth -----
1. Commodity Rate	\$ 0.1818	\$ 0.0064
 SURCHARGE APPLICABLE TO FSS AND ISS SERVICE (2) -----	 Maximum Rate per Dth -----	 Minimum Rate per Dth -----
1. ACA	\$ 0.0019	\$ 0.0019
 Rate Schedules FSS and ISS -----	 Maximum -----	 Minimum -----
Seller's Injection Use	1.5 %	0%
Seller's Withdrawal Use	0.6 %	0%

- (1) See Section 4.2 of Rate Schedule FSS for definition.
 (2) See Section 5 of Rate Schedules FSS and ISS for applicability.
 (3) Rates applicable for Volumetric Rate Capacity Release
 (4) See Section 1.28 of the General Terms and Conditions

6.0 RATE SCHEDULES

- 6.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE
- 6.2 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE
- 6.3 S-1 RATE SCHEDULE - GENERAL UNBUNDLED SALES SERVICE

6.1 FSS RATE SCHEDULE - FIRM STORAGE SERVICE

1. AVAILABILITY

This Rate Schedule is available to any person, corporation, partnership or any other party (hereinafter referred to as "Customer") for the purchase of natural gas storage service from the Adrian Storage Field from Steuben Gas Storage Company (hereinafter referred to as "Seller"), when:

- (a) Seller has determined that it has sufficient available and uncommitted storage capacity or capacity released in accordance with Section 7 of this Rate Schedule FSS to perform service requested by Customer; and
- (b) Customer and Seller have executed a Service Agreement under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

- (a) The receipt of Gas on behalf of Customer at the Point of Injection at daily quantities up to the Maximum Daily Injection Quantity plus Seller's Injection Use;
- (b) The Storage of Gas in quantities not to exceed the Maximum Storage Quantity, except as provided for in Section 6 of this Rate Schedule; and
- (c) The Tender of Gas for redelivery by Seller to or for the account of Customer at the Point of Withdrawal a quantity not to exceed Customer's Working Storage Gas at daily quantities up to the Maximum Daily Withdrawal Quantity reduced by Seller's Withdrawal Use.
- (d) The receipt of Gas on behalf of Customer and redelivery of Gas for the account of Customer in excess of its applicable Maximum Daily Injection Quantity and Maximum Daily Withdrawal Quantity on a best efforts basis by Seller when required to allow Customer full utilization of its Maximum Storage Quantity.
- (e) Storage Service under this Rate Schedule shall be firm up to the Maximum Storage Quantity and shall be firm up to the Maximum Daily Withdrawal Quantity and Maximum Daily Injection Quantity on any Day. The Maximum Storage Quantity, the Maximum Daily Injection Quantity, and the Storage Demand Withdrawal Quantity shall be specified in the executed Agreement.

3. GENERAL TERMS AND CONDITIONS

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

4. RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the applicable monthly charges due under this Section 4 and under Section 5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth on Tariff Sheet No. 5 of this First Revised Volume No. 1 which are effective during such Month or portion thereof.

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

4.1 Storage Charges:

(a) Reservation Charges:

- (1) The FSS Deliverability Reservation Rate shall be paid each Month for each Dekatherm of Customer's Storage Demand Withdrawal Quantity.
- (2) The FSS Capacity Reservation Rate shall be paid each Month for each Dekatherm of Customer's Maximum Storage Quantity.
- (3) Subject to Section 9 of the General Terms and Conditions, in the event that during any one or more days of any winter period Seller is unable to withdraw from storage and tender for redelivery the volumes of gas which customer requests in accordance with the provisions of this Tariff, and if Customer, Seller and Transporters are unable to agree upon and effect make-up of such deficiency during the balance of such winter period, then Customer shall be entitled to a credit against monthly charges, for the ensuing summer period, which shall be equal to sum of all such days deficiencies which are not made up multiplied by the total daily reservation charges in effect pursuant to Rate Schedule FSS as follows:

Total annual capacity charge per contract + total annual deliverability charge per contract	
Credit = -----	-----
	Maximum Storage Quantity
	Credit per Dth

For Service Agreements having Maximum withdrawal of 1/90th of Maximum Storage Quantity	\$1.0846
For Service Agreements having Maximum withdrawal of 1/110th of Maximum Storage Quantity	\$0.9789

(b) Commodity Charge: The Injection Commodity Rate and Withdrawal Commodity Rate shall be paid each Month for each Dekatherm Of Gas which is delivered to or for the account of Customer and each Dekatherm of Gas Customer delivers or causes to be delivered at the Point of Injection/Withdrawal during the Month as applicable.

- 4.2 Overrun Service Charge: An overrun rate shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 6 of this Rate Schedule. As set forth on sheet No. 5, the Overrun Service Charge shall consist of the Overrun Service Rate for each dekatherm of the Average Monthly Storage Volume which is stored for or on behalf of Customer during the Month greater than the Customer's Maximum Storage Quantity.
- 4.3 Seller's Use Charge: Customer shall furnish the Gas for Seller's Injection Use and Seller's Withdrawal Use in the Storage Service as set forth on Sheet No. 5 of this Volume No. 1.
- 4.4 Annual Charges Clause Adjustment (ACA): Seller shall collect the ACA charge from Customer for all Gas stored hereunder, as Authorized by the Commission's Orders, so that Seller may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3 or any superseding Commission Order. The currently effective rate for such charge shall be stated on Sheet No. 5 of this Volume No. 1. Any subsequent changes in such assessment charge shall be filed with the Commission by Seller at least 30 days prior to the proposed effective date unless, for good cause shown, lesser periods are allowed by valid Commission Order.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees: Customer shall reimburse Seller its proportionate share, measured by the Customer's Maximum Storage Quantity in relation to the total affected Working Storage Gas, for all fees required by the Commission or any other regulatory body which are associated with filing of applications, reporting requirements and similar fees imposed on

Seller related directly to service provided under this Rate Schedule.

- 5.2 Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

6. STORAGE OVERRUN SERVICE

Customer may request Seller to provide storage service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Storage Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the Overrun Service Charge pursuant to Section 4.2 of this Rate Schedule FSS for such overrun storage service.

7. CAPACITY RELEASE

Any Customer or Replacement Customer under Rate Schedule FSS shall be entitled to release of all or a portion of its capacity to Seller for resale. The rate for released capacity may be charged either on a Deliverability/Capacity basis or on a volumetric basis. Any Customer or Replacement Customer releasing capacity will be designated a Releasing Customer. Any person purchasing released capacity shall be designated a Replacement Customer. Any Customer that wants to release capacity must notify Seller that it wants to release capacity and the terms and conditions of such release.

- 7.1 (a) PROCEDURE FOR MAKING OFFER TO RELEASE. Releasing Customer shall communicate its release notice through Seller's Internet website. The Releasing Customer shall submit the following information, objectively stated and applicable to all potential Customers on a non-discriminatory basis:

- (1) the pricing provisions of the offer to release, (Releases of more than one year are subject to the limits of Seller's maximum and minimum rates) and whether bids should be denominated in dollars and cents or as a percentage of maximum tariff rate; any maximum/minimum rates specified by the releasing shipper should include the tariff reservation rate and all demand surcharges as a total number or as stated separately;
- (2) the specific quantity to be released, expressed in Dth; the basis for released quantity should be per Day for storage injection/withdrawal, and a per-release quantity for storage capacity and total release period quantity;
- (3) the duration of release or term including any right to recall;

(4) The terms and conditions of any recall rights. Releasing Customers may, to the extent permitted as a condition of the capacity release, recall released capacity by providing notice to the Seller in accordance with the time line set forth below. The recall notification shall show the recall quantity expressed in terms of adjusted total released capacity entitlements based upon the elapsed Prorata Capacity.

(i) Timely Recall Notification

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

(ii) Early Evening Recall Notifications:

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

(iii) Evening Recall Notifications:

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

(iv) Intraday 1 Recall Notifications:

- (a) A Releasing Customer recalling capacity should provide notice of such recall to the Seller and the first Replacement Customer no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
- (b) The Seller should provide notification of such recall to all affected Replacement Customers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and

(v) Intraday 2 Recall Notifications:

- (a) A Releasing Customer recalling capacity should provide notice of such recall to the Seller and the first Replacement Customer no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
- (b) The Seller should provide notification of such recall to all affected Replacement Customers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).

For recall notification provided to the Seller prior to the recall notification deadline specified above and received between 7:00 a.m. and 5:00 p.m., the Seller should provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to the Seller after 5:00 p.m. and prior to 7:00 a.m., the Seller should provide notification to all affected Replacement Customers no later than 8:00 a.m. after receipt of such recall notification (Central Clock Time). Releasing Customer may only recall such released capacity that Replacement Customer has not filled.

The Releasing Customer shall make such recall by notifying Seller in writing of such recall and by submitting a nomination change to Seller, pursuant to Section 4.1 of these General Terms and Conditions;

- (5) Whether the release is on a permanent or temporary basis;
- (6) the length of time the offer to release should be posted for bidding on Seller's Internet website;
- (7) Whether there are any reput rights;

- (8) any other conditions or contingencies of the offer to release, including nondiscriminatory provisions necessary to evaluate bids; and the tie breaking criteria, provided, however, that bid evaluations will be limited to highest rate, net revenue and present value;
 - (9) the legal name of the Replacement Customer that is designated in any Pre-Arranged Release ("Designated Replacement Customer");
 - (10) whether the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3);
 - (11) whether the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4);
 - (12) the bid evaluation method; and
 - (13) for volumetric releases, any minimum volumetric commitment.
- (b) Seller's creditworthiness standards shall apply to any potential Replacement Customer and Releasing Customer shall not establish its own creditworthiness standards for bidding customer.
- (c) Releasing Customer may withdraw any existing offer to release, if a valid bid has not been received. Releasing Customer shall be subject to the provisions of Section 8 of this Rate Schedule prior to the commencement of the Agreement with Replacement Customer. Releasing Customer may withdraw its offer to release any time prior to the close of the bidding period via the Internet Site or EDM, where unanticipated circumstances justify such withdrawal or when no bid has been received which meets the Releasing Customer's minimum conditions. Releasing Customer shall have the option to accept contingent bids which extend beyond the close of the bidding period. Releasing Customer cannot extend the original bid period or the pre-arranged deal Matching Period without posting a new release. Rerelease of Released Capacity shall be allowed on the same terms and basis as the primary release (except for volumetric releases which may not be rereleased).
- (d) CAPACITY RELEASE TIMELINE
- The Capacity release timeline is applicable to all parties of the Capacity Release process; however it is only applicable if:

- (1) all information provided by parties to the transaction is valid and Replacement Customer has been determined to be credit worthy before the capacity release bid is tendered and
- (2) release contains no special terms or conditions of the release.
 - (i) For biddable releases (32 days to 1 year):
 - (1) offers should be tendered by 12:00 P.M. on a Business Day;
 - (2) open season ends no later than 1:00 P.M. on a Business Day (evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken);
 - (3) evaluation period ends and award posting if no match required at 2:00 P.M.;
 - (4) match or award is communicated by 2:00 P.M.;
 - (5) match response by 2:30 P.M.;
 - (6) where match required, award posting by 3:00 P.M.;
 - (7) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time).
 - (ii) For biddable releases (more than 1 year):
 - (1) offers should be tendered by 12:00 P.M. four Business Days before award;
 - (2) open season ends no later than 1:00 P.M. on the Business Day before timely nominations are due (open season is three Business Days);
 - (3) evaluation period begins at 1:00 P.M. during which contingency is eliminated, determination of best bid is made, and ties are broken;
 - (4) evaluation period ends and award posting if no match required at 2:00 P.M.;

- (5) match or award is communicated by 2:00 P.M.;
- (6) match response by 2:30 P.M.;
- (7) where match required, award posting by 3:00 P.M.;
- (8) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(iii) For non-biddable releases:

Timely Cycle

Posting of prearranged deals not subject to bid are due by 10:30 A.M.

Evening Cycle

Posting of prearranged deals not subject to bid are due by 5:00 P.M.

Intraday 1 Cycle

Posting of prearranged deals not subject to bid are due by 9:00 A.M.

Intraday 2 Cycle

Posting of prearranged deals not subject to bid are due by 4:00 P.M.

For each cycle, contracts will be issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

(e) COMPETITIVE BIDDING PROCEDURE.

Bids may be submitted by potential Replacement Customers via the Internet Site during the posting period. Seller shall post the terms of each complete bid, but will not post the identity of the bidder. Posted bids will be accessible via EDM. Seller will also require all information set forth in Section 2 of the General Terms and Conditions of this tariff. Potential Replacement Customer bids for capacity release transactions for one year or longer may not exceed the maximum rates as stated on sheet No. 5 of this Original Volume No. 1. Upon expiration of the offer, Seller shall remove such offer of release from its Internet Site.

Potential Replacement Customers may withdraw their posted bids at any time during the bidding period via the Internet

Site or EDM. Potential Replacement Customers cannot withdraw bids after the bidding period ends. Such potential Replacement Customers may not post another bid for the same capacity lower than their previous bid.

Seller will post offers and bids, including prearranged deals, upon receipt. A Releasing Customer may request a later posting time for posting of such offer, and Seller will support such request insofar as it comports with the standard Capacity Release timeline in Section 7.1(d).

(f) PRE-ARRANGED RELEASE

(i) Releasing Customer shall have the right to release capacity to a Pre-arranged Replacement Customer without posting an offer on the Internet website if:

- (1) the Replacement Customer confirms via the Internet website the terms and conditions of the Pre-Arranged Release; and
- (2) the release constitutes "a release to an asset manager" within the meaning of 18 C.F.R. § 284.8(h)(3);
- (3) the release constitutes "a release to a marketer participating in a state-regulated retail access program" within the meaning of 18 C.F.R. § 284.8(h)(4); or
- (4) the release is either at maximum rates, for releases of more than one year and meets all other terms and conditions of the release, or the release is for any period of 31 Days or less. If Releasing Customer exercises such right, it must notify Seller prior to the nomination of the released entitlements, and the Replacement Customer shall adhere to the contracting requirements. Seller will post the information on the Internet website pursuant to the time line set forth in Section 7.1(d)(iii). The Replacement Customer shall meet any eligibility requirements under this Section 7.

(ii) Matching Rights. A Pre-arranged Replacement Customer shall have the right of first refusal for a time period as negotiated by the Releasing Customer and the Pre-arranged Replacement Customer ("Matching Period"). If no Matching Period has been negotiated, the Matching Period will be deemed to be one (1) hour following the time the Pre-arranged Replacement Customer has been notified of the winning bid. In the event a bid is received that more closely meets the criteria specified by the Releasing Customer, Seller shall provide the Pre-arranged Replacement

Customer an opportunity during the Matching Period to match or exceed the bid that more closely meets the criteria specified by the Releasing Customer. No later than 2:00 p.m. Central Clock Time, the Pre-arranged Replacement Customer shall receive notification on the Internet Site of the terms and conditions of the prevailing bid and shall have the Matching Period to respond via the Internet Site. No later than 2:30 p.m. Central Clock Time, the Pre-arranged Replacement Customer shall post on the Internet Site its match response. Absent a response, the capacity shall be awarded to the prevailing bidder no later than 3:00 p.m. Central Clock Time.

- (g) Capacity will be awarded no later than 3:00 p.m. Central Clock Time. The capacity will be awarded to the Replacement Customer which otherwise satisfies the requirements of this Tariff and also meets all of the conditions of the offer to release capacity. In the case of multiple bid winners, the highest ranking bid will receive the entire maximum amount of capacity bid. The next highest ranking bidder will receive the remainder of the offered capacity provided that the amount remaining is above the bidder's minimum acceptable quantity. Any remaining capacity will be given to the next highest bidder with the same provisions as above. This process will repeat until either all of the offered capacity is awarded or the remaining capacity falls below either the Releasing Customer's minimum quantity or all of the remaining bidder's acceptable quantities. Seller shall not be required to contract with parties submitting bids that do not meet the conditions of the offer to release capacity, however, subject to approval of Releasing Customer, Seller may accept bids offering a price or term less than that set forth in the release. Bids will be evaluated by the criteria provided by the Releasing Customer. If no criteria are provided by the Releasing Customer, bids will be accepted in the order of priority based upon the highest economic value offered by the competing bids as defined in Section 10 of the General Terms and Conditions. The ultimate awarding of the capacity will be posted subsequently on Seller's Internet Site by 4:00 p.m. Central Clock Time on the Day before nomination Day, unless bidder was a contingent bidder and the contingency did not occur. Seller will tender a numbered Agreement to the winning bidder by 10:00 a.m. Central Clock Time of the day nominations are due, and the winning bidder shall enter into an Agreement with Seller pursuant to Section 7.2. Seller is required to meet the Capacity Release Timeline for processing capacity releases only if the Releasing Customer's best bid methodology is either:

- (1) highest rate,
- (2) net revenue, or
- (3) present value.

In all cases, Replacement Customers will be subject to all requirements of this Tariff. Storage service to the Replacement Customer may commence, prior to the posting of the winning bid, if capacity has been awarded and a contract executed.

- 7.2 Execution of Service Agreement. Once the provisions of this Section 7 are satisfied and as a condition precedent to receiving service pursuant to a capacity release, Seller and Replacement Customer shall execute a Service Agreement.
- 7.3 Billing Adjustment. Releasing Customer shall remain fully obligated under the terms of its Service Agreement with Seller during any capacity release except for usage charges incurred by any Replacement Customer that has purchased capacity released by the Releasing Customer.

Seller shall credit the invoice of Releasing Customer each Month for the Deliverability and Capacity charges and volumetric rates invoiced by Seller to Replacement Customer provided, however, that such credit:

- (a) shall not include any charges billed to the Replacement Customer under Section 5 of this Rate Schedule or Rate Schedule ISS, and
- (b) shall be reduced by the amount of any marketing fee Seller is entitled to collect pursuant to Section 7.4 of this Rate Schedule.

If a Replacement Customer fails to pay all or any part of its Deliverability and Capacity charges which have been credited to Releasing Customer within fifteen (15) days of the due date, such unpaid amount, with applicable interest, pursuant to Section 8.2 of the General Terms and Conditions, accruing from the date Replacement Customer's payment was due, will be charged to the Releasing Customer's next monthly bill and will be due and payable by Releasing Customer, unless Replacement Customer in good faith shall dispute the billed charges in accordance with the provisions set forth in Section 8.2 of the General Terms and Conditions. If such failure to pay continues for thirty (30) days after payment is due, and the Replacement Customer has not disputed billings in accordance with Section 8.2 of the General Terms and Conditions, then Seller may, in addition to any other remedies it may have hereunder, terminate its Agreement with the Replacement Customer, and the Replacement Customer shall be deemed to have consented to abandonment of service under the Agreement. If the Agreement with the Replacement Customer is so terminated and service abandoned, the capacity will revert to the Releasing Customer, and will be governed by the terms and conditions of its existing Agreement with Seller. If Releasing Customer pays delinquent amounts owed by Replacement Customer and Seller subsequently receives payment from Replacement Customer of some or all of such amounts, Seller will credit the amounts

received from the Replacement Customer in Seller's next monthly bill to the Releasing Customer.

- 7.4 Marketing Fee. Seller may negotiate with Releasing Customer to market all or a portion of the released capacity to potential Replacement Customers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Seller contracts with a Replacement Customer found by Seller, Seller, with the agreement of Releasing Customer, shall be entitled to a marketing fee which will be negotiated between Seller and Releasing Customer. The basis and method of assessing such fee shall be subject to negotiations between Seller and Releasing Customer. Each Replacement Customer found by Seller, pursuant to Seller's agreement with Releasing Customer concerning a marketing fee, shall submit with its bid a statement attesting to Seller's marketing efforts, which efforts shall consist of more than the simple posting of a notice on Seller's bulletin board, in connection with such Replacement Customer's decision to purchase released capacity. Such statement shall constitute conclusive evidence of Seller's proactive marketing effort entitling Seller to a marketing fee.
- 7.5 Term. Any release under this Section 7 for service under Rate Schedule FSS shall be for a maximum term not longer than the remaining term of the underlying FSS Service Agreement. If capacity is released and the Replacement Customer takes service under Rate Schedule ISS, the minimum term shall be one month.
- 7.6 Releasing Customers' Injection/Withdrawal Charges. Releasing Customers' pricing provisions on any offer to release pursuant to Section 7.1 and 7.8 hereof must include Releasing Customers' currently effective Injection Commodity Charge and Withdrawal Commodity Charge.
- 7.7 Volumetric Release. Customer may release capacity on a volumetric basis, provided that:
- (a) all requirements and conditions of the release be specified by the Releasing Customer in the release notice, including any minimum storage volume requirement, and
 - (b) the requirements and conditions specified by Releasing Customer must meet all of the requirements and conditions of Seller's First Revised Volume No. 1 tariff and,
 - (c) Volumetric Rate For Release must fall between the minimum and maximum volumetric rates for releases of one year or longer as stated on sheet No. 5 of this First Revised Volume No. 1 and,
 - (d) Seller will bill the Volumetric Rate for Release for volumes actually injected into storage by Seller for the account of Replacement Customer or the minimum storage volume requirement if actual injected volumes are less than the required minimum storage volume requirement, and,

(e) Replacement Customer shall remain fully responsible for all Usage Charges incurred.

7.8 Releases of 31 Days or Less or at Maximum Rates. Capacity Releases and Pre-Arranged Releases for a period of 31 Days or less, or for any period longer than one year at maximum rates, need not comply with Section 7.1. Notices of releases shall be posted on Seller's Internet Site within forty-eight (48) hours after the release transaction commences.

7.9 Prior to the commencement of service pursuant to any release request, the Replacement Customer shall submit to Seller, in accordance with Section 2.1 of the General Terms and Conditions hereunder, a check in an amount equal to the lesser of \$10,000 or the aggregate reservation charges which would be due for three months of released service.

7.10 Releases of 31 Days or Less. Releases of a period of 31 Days or less may not roll-over, extend, or continue in any way without complying with Section 7.1.

8. CUSTOMER WORKING STORAGE GAS IN STORAGE AFTER TERMINATION OF AGREEMENT

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

9. DEFINITIONS

9.1 The term "Storage Demand Injection Quantity" shall mean a daily quantity of one-one hundred fortieth (1/140) of the Maximum Storage Quantity.

9.2 The term "Maximum Daily Injection Quantity" shall mean:

(a) the Storage Demand Injection Quantity as long as the Working Storage Gas is equal to or less than fifty percent (50%) of the Maximum Storage Quantity.

- (b) Seventy-five percent (75%) of the Storage Demand Injection Quantity as long as the Working Storage Gas is equal to greater than fifty percent (50%) of the Maximum Storage Quantity.
- 9.3 The term "Storage Demand Withdrawal Quantity" shall mean a number of dths equal to 1/90 or 1/110 of the Maximum Storage Quantity reduced by the dths required for Seller's Withdrawal Use, as set forth on Exhibit A of this Agreement.
- 9.4 The term "Maximum Daily Withdrawal Quantity for service with Storage Demand Withdrawal Quantity of 1/90 of the Maximum Storage Quantity" shall mean:
 - (a) Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is equal to or greater than thirty percent (30%) of the Maximum Storage Quantity.
 - (b) Sixty Five Percent (65%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than thirty percent (30%), but equal to or greater than eighteen percent (18%) of the Maximum Storage Quantity.
 - (c) Fifty Percent (50%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than eighteen percent (18%), but equal to or greater than eight percent (8%) of the Maximum Storage Quantity.
 - (d) Forty Percent (40%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than eight percent (8%) of the Maximum Storage Quantity.
- 9.5 The term "Maximum Daily Withdrawal Quantity for service with Storage Demand Withdrawal Quantity of 1/110 of the Maximum Storage Quantity" shall mean:
 - (a) Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is equal to or greater than twenty five percent (25%) of the Maximum Storage Quantity.
 - (b) Eighty Percent (80%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than twenty five percent (25%), but equal to or greater than fifteen percent (15%) of the Maximum Storage Quantity.
 - (c) Sixty Percent (60%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than fifteen percent (15%), but equal to or greater than five percent (5%) of the Maximum Storage Quantity.
 - (d) Forty-Five Percent (45%) of the Storage Demand Withdrawal Quantity as long as Customer's Working Storage Gas is less than five percent (5%) of the Maximum Storage Quantity.

- 9.6 The term "Storage Contract Year" shall mean the period from April 1 of the calendar year through March 31 of the following calendar year.
- 9.7 The term "Permanent Capacity Release" - shall mean the release of capacity by the Customer for the remaining term of its Agreement with Seller at the rates(s) Customer is obligated to pay for the capacity to be permanently released. Releasing Customer shall not be liable for any charges incurred by the Replacement Customer after the Permanent Capacity Release. However, Seller may refuse to allow a Permanent Capacity Release if Seller has a reasonable basis to conclude that it will not be financially indifferent to the release. If Customer s request to permanently release capacity is denied by Seller, Seller shall notify Customer and include in the notification the reasons for such denial. Replacement Customer shall be subject to all terms of this Tariff.

6.2 ISS RATE SCHEDULE - INTERRUPTIBLE STORAGE SERVICE

1. AVAILABILITY

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

2. APPLICABILITY AND CHARACTER OF SERVICE

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

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

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

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

Seller may, if storage capacity is required by customers having a higher priority, require Customer to withdraw quantities held in storage by Seller for or on behalf of Customer under Rate Schedule ISS within forty-five (45) Days of the date notice is provided to Customer by Seller, at a rate not less than the Customer's applicable Maximum Daily Withdrawal Quantity pursuant to Section 8.2 of this Rate Schedule.

3. GENERAL TERMS AND CONDITIONS

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

4. RATES AND CHARGES

The amounts which shall be paid by Customer to Seller for each Month during the period of service hereunder shall include the sum of the amounts due under the subsections of this Section 4 and charges under Section 5 that are applicable to Customer for such Month, computed by use of the applicable rates set forth on Tariff sheet No. 5 of this First Revised Volume No. 1 which are effective during such Month or portions thereof.

Each total rate computed for a specific transaction shall be rounded to the nearest one tenth of a cent.

- 4.1 Interruptible Service Commodity Charge: A Storage Commodity Rate shall be paid for each Dekatherm of the Average Monthly Storage Volume which is stored for or on behalf of Customer during the Month.
- 4.2 Seller's Use Charge: Customer shall furnish the Gas for Seller's Injection Use and Seller's Withdrawal Use in the Storage Service as set forth on Sheet No. 5 of this First Revised Volume No. 1.
- 4.3 Annual Charges Clause Adjustment (ACA): Seller shall collect the ACA charge from Customer for all Gas stored hereunder, as authorized by the Commission's Orders, so that Seller may recoup the annual charges assessed by the Commission for the previous fiscal year in accordance with its final Order No. 472, issued May 29, 1987, and Order No. 472-B, issued September 16, 1987 at Docket No. RM87-3 or any superseding Commission Order. The currently effective rate for such charge shall be stated on Sheet No. 5 of this Volume No. 1.

Any subsequent changes in such assessment charge shall be filed with the Commission by Seller at least 30 days prior to the proposed effective date unless, for good cause shown, lesser periods are allowed by valid Commission Order.

- 4.4 Overrun Service Charge: An overrun rate shall be paid for each Dekatherm of service provided on behalf of Customer pursuant to Section 6 of this Rate Schedule. As set forth on Sheet No. 5, the Overrun Service Charge shall consist of the Overrun Service Rate for each dekatherm of the Average Monthly Storage Volume which is stored for or on behalf of Customer during the month greater than the Customer's Maximum Storage Quantity.

5. ADDITIONAL CHARGES

- 5.1 Commission and Other Regulatory Fees: Customer shall reimburse Seller its proportionate share, measured by the Customer's Maximum Storage Quantity in relation to the total affected Working Storage Gas, for all fees required by the Commission or any other regulatory body which are associated with filing of applications, reporting requirements and similar fees imposed on Seller related directly to service provided under this Rate Schedule.

5.2 Other Charges: Customer shall pay any other charges applicable to service hereunder authorized by the Commission or any other successor agency having jurisdiction.

6. STORAGE OVERRUN SERVICE

Customer may request Seller to provide storage service under this Rate Schedule for quantities of gas in excess of Customer's Maximum Storage Quantity. Service requested under this section must be nominated separately as "overrun" by Customer. Seller may provide such Overrun Service on an interruptible basis if, in Seller's judgment, it can provide the service without adverse effect on Seller's operations or on Seller's ability to meet higher priority obligations. Customer shall pay the Overrun Service Charge pursuant to Section 4.4 of this Rate Schedule ISS for such overrun storage service.

7. WITHDRAWAL PENALTY

If Customer fails to withdraw all Working Storage Gas quantities held in storage by Seller for or on behalf of Customer within (45) Days after notice as set forth in Section 2 above, or by the date the ISS Agreement terminates, then Seller may retain such remaining quantities of Working Storage Gas free and clear of any adverse claims, unless such failure to withdraw was due to Seller's inability to withdraw the quantities nominated by Customer, in which event such applicable withdrawal period shall be extended by the number of days necessary for Seller to tender quantities of Gas previously nominated by Customer for redelivery.

8. DEFINITIONS

8.1 The term "Maximum Daily Injection Quantity" shall mean one thirtieth (1/30) of the Maximum Storage Quantity.

8.2 The term "Maximum Daily Withdrawal Quantity" shall mean the greater of one thirtieth (1/30) of the Working Storage Gas as of the last Day of the prior Month or one thirtieth (1/30) of the Working Storage Gas as of the date that Seller notifies Customer that it must withdraw all of its Working Storage Gas within forty-five (45) days.

6.3 S-1 RATE SCHEDULE
GENERAL UNBUNDLED SALES SERVICE

1. AVAILABILITY
 - 1.1 This Rate Schedule is available to any party ("Buyer") for the purchase of natural gas from Steuben Gas Storage Company ("Seller") when Buyer and Seller have executed a contract for service under this Rate Schedule.
2. APPLICABILITY AND CHARACTER OF SERVICE
 - 2.1 This Rate Schedule applies to all natural gas sold by Seller to Buyer.
 - 2.2 The transportation and delivery of natural gas purchased by Buyer under this Rate Schedule shall be effectuated through transportation arrangements Buyer may make with other transporting party(s).
 - 2.3 Natural gas sold under this Rate Schedule shall be sold pursuant to the blanket sales certificate issued by the Federal Energy Regulatory Commission.
3. RATE
 - 3.1 The rate for natural gas sold under this Rate Schedule shall be negotiated between the Buyer and Seller and shall be specified in the Agreement between the Buyer and Seller, but shall not be posted in this Tariff.
4. FLOW RATES TO RECEIPT POINTS.
 - 4.1 Daily flow rates shall be as specified in the Agreement between Buyer and Seller.
 - 4.2 Receipt points shall be as specified in the agreement between Buyer and Seller.
5. HEAT CONTENT, GAS QUALITY, AND MEASUREMENT BASE
 - 5.1 The heat content, gas quality, and measurement base shall be as specified in the agreement between Buyer and Seller.

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 DEFINITIONS
- 7.2 REQUESTS FOR STORAGE SERVICE
- 7.3 STORAGE SERVICE
- 7.4 NOMINATIONS, SCHEDULING AND ALLOCATION
- 7.5 PRESSURE AT POINT OF INJECTION AND POINT OF WITHDRAWAL
- 7.6 MEASUREMENTS AND MEASURING EQUIPMENT
- 7.7 QUALITY OF GAS
- 7.8 BILLING AND PAYMENT
- 7.9 FORCE MAJEURE
- 7.10 PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS
- 7.11 MISCELLANEOUS
- 7.12 FACILITIES
- 7.13 INTERNET WEBSITE
- 7.14 RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION
- 7.15 TITLE TRANSFERS OF GAS IN STORAGE
- 7.16 RATE SCHEDULE IS REVENUE CREDIT
- 7.17 OFF-SYSTEM CAPACITY
- 7.18 OPERATIONAL FLOW ORDER ("OFO")
- 7.19 BILLING ADJUSTMENT FOR RATE SCHEDULE FS AND IS
WITHDRAWAL PENALTY
- 7.20 FORM OF SERVICE REQUEST

7.1 GENERAL TERMS AND CONDITIONS - DEFINITIONS

1. DEFINITIONS

- 1.1 The term "Agreement" shall mean the Service Agreement executed by the Customer and Seller and any exhibits, attachments and/or amendments thereto.
- 1.2 The term "BTU" shall mean one (1) British thermal unit, the amount of heat required to raise the temperature of one (1) pound of water one degree (1) Fahrenheit at sixty degrees (60) Fahrenheit. (BTU is measured on a dry basis at 14.73 psia.)
- 1.3 The term "Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction.
- 1.4 The term "Customer" shall mean any person, corporation, partnership or any other party that executes a valid Service Agreement with Steuben Gas Storage Company for the Storage of Gas under the terms and conditions of Seller's FERC Gas Tariff.
- 1.5 The term "Day" shall mean a period of consecutive hours, beginning at 9:00 a.m., Central Clock Time and ending on the following 9:00 a.m. Central Clock Time.
- 1.6 The term "Dekatherm" (dth) shall mean the quantity of heat energy which is equivalent to one (1) million (1,000,000) BTU; thus the term Mdth shall mean one (1) thousand dth.
- 1.7 The determination of quantities deemed to be delivered for purposes of use of the term "Each Dekatherm Of Gas Which Is Delivered" shall be the pro rata allocation of the quantities of Gas nominated, after adjustments for Seller's Use and pursuant to Section 4.4 - Nominations, Scheduling and Allocation section 4.3, for injection into storage or for withdrawal from storage.
- 1.8 The term "Equivalent Quantities" shall mean a quantity of Gas containing an amount of dths equal to the amount of dths received by Seller for the account of Customer at the Point of Injection reduced by the dths removed for Seller's Injection and/or Withdrawal Use as attributable to the Storage of Customer's Gas.
- 1.9 The term "Point of Injection/Withdrawal" shall mean the Point of Injection and/or the Point of Withdrawal.
- 1.10 The term "Gas" shall mean natural gas, including casinghead gas produced with crude oil, gas from gas wells and gas from condensate wells and synthetic natural gas.
- 1.11 The term "Maximum Storage Quantity" shall mean the greatest number of dths that Seller is obligated to store on behalf of Customer on any Day.

- 1.12 The term "Month" shall mean the period beginning on the first Day of a calendar month and ending at the same hour on the first Day of the next succeeding calendar month.
- 1.13 The term "Point of Injection and Point of Withdrawal" shall be as set forth on Exhibit A to the FSS or ISS Service Agreement.
- 1.14 The term "Seller's Injection Use" shall mean the applicable percentage stated on Section 2.0 - Statement of Rates for Storage of Natural Gas of this FERC Gas Tariff First Revised Volume No. 1 multiplied by the quantity of Gas injected into storage for the account of Customer.
- 1.15 The term "Seller's Withdrawal Use" shall mean the applicable percentage stated on Section 2.0 - Statement of Rates for Storage of Natural Gas of this FERC Gas Tariff First Revised Volume No. 1 multiplied by the quantity of Gas withdrawn from storage for the account of Customer.
- 1.16 The term "Releasing Customer" shall mean any Customer releasing capacity under Section 7 of Rate Schedule FSS.
- 1.17 The term "Replacement Customer" shall mean any Customer to which capacity is released under Section 7 of Rate Schedule FSS.
- 1.18 The term "Seller" shall mean Steuben Gas Storage Company.
- 1.19 The term "Seller's Use" shall mean the sum of the Seller's Injection Use and the Seller's Withdrawal Use.
- 1.20 The term "Storage" or "Storage Service" shall mean receipt, injection, withdrawal, delivery and/or transportation of Gas utilizing underground Gas Storage and pipeline facilities.
- 1.21 The terms "Tender", "Tender Gas" and "Tender of Gas" shall mean that the delivering party is able and willing, and offers, to deliver gas to or for the account of the receiving party at the Point of Injection/Withdrawal.
- 1.22 The term "Wire Transfer" shall mean payments made/effectuated by wire transfer (Fedwire, CHIPS, or Book Entry), or Automated Clearinghouse, or any other recognized electronic or automated payment mechanism that is agreed upon by Seller in the future.
- 1.23 The term "Working Storage Gas" shall mean the quantity of Gas held in storage at any given time, by Seller, for the account of Customer.
- 1.24 The term "Average Monthly Storage Volume" shall mean the sum of Customer's Working Storage Gas at the end of each Day of the Month divided by number of Days in the Month.
- 1.25 The Term "Usage Charges" shall mean all variable charges associated with the injection/withdrawal of Gas by Seller.

- 1.26 The Term "Mcf" shall mean one (1) thousand (1,000) cubic feet of Gas, and when used in reference to volumes covered by this Agreement, shall mean (1) thousand (1,000) cubic feet of Gas containing 1,000 Btus per cubic feet.
- 1.27 The term "Transporter" shall mean CNG Transmission Corporation, or its successor; or any other natural gas transmission company that Customer may utilize to transport storage volumes hereunder to and from the Point of Injection and Point of Withdrawal.
- 1.28 The term "Business Day" shall mean every Monday, Tuesday, Wednesday, Thursday or Friday, excluding all federal banking holidays for transactions in the United States and similar holidays for transactions in Canada and Mexico.
- 1.29 The term "Central Clock Time" shall mean Central Standard Time except for that period when daylight savings is in effect. During this period, Central Clock Time shall mean Central Daylight Time.
- 1.30 The term "Operator" shall mean a party that operates the facilities that interconnect with Seller's facilities.
- 1.31 The term "Service Day" shall mean the Day during which Customer receives storage service pursuant to a nomination in accordance with Section 4.4 of the General Terms and Conditions of this First Revised Volume No. 1 FERC Gas Tariff.
- 1.32 The term "North American Energy Standards Board" or "NAESB" shall be the private consensus standards developer whose wholesale natural gas standards are developed by representatives from all segments of the natural gas industry.
- 1.33 "NAESB Standards" shall mean the standardized business practices, procedures and criteria which have been adopted and published by the North American Energy Standards Board and which have been adopted by reference by the Commission.
- 1.34 The term "OBA" shall mean a contract between two parties which specifies the procedures to manage operating variances at an interconnect.

7.2 GENERAL TERMS AND CONDITIONS - REQUESTS FOR STORAGE SERVICE

2. REQUESTS FOR STORAGE SERVICE

2.1 Requests. To seek to qualify for Storage Service pursuant to Rate Schedules FSS or ISS, a potential Customer shall submit a Request for such Service in writing to the Seller. Seller shall evaluate and respond to such Request as soon as is reasonably possible. If an Agreement is executed, service shall commence as soon as is reasonably possible, or upon the date set forth in the Agreement. A Request shall be considered acceptable only if the information specified in Section 2.2 below is provided in writing. Seller may waive all or any portion of such information in individual instances, when the information is already in the possession of Seller.

Each Request for Service under Rate Schedule FSS by or on behalf of each proposed Customer shall be accompanied by refundable earnest money in the form of either wire transfer or a check payable to Steuben Gas Storage Company in the amount of the lesser of ten thousand dollars (\$10,000) or the aggregate reservation charges which would be due for three months of service for such requested service, which amount shall be applied, until fully used, against the first amounts due by Customer to Seller as reservation charges; provided, however, that if the request is not accepted by Seller or if service is not otherwise offered, Seller will refund earnest money thirty (30) days after notice to potential Customer that Seller is not accepting offer. Requests for service shall be sent to:

Steuben Gas Storage Company
Two Brush Creek Boulevard, Suite 200
Kansas City, MO 64112
Attention: Ron Happach - VP, Commercial Operations

2.2 Form of Request for Storage Service

- (a) Each request, to be considered as an acceptable and valid request, must furnish the portion of the information set forth below. The "Steuben Gas Storage Company's Storage Service Request Form" is set forth in Section 4.20 - Form of Service Request and may be changed from time to time and reissued by Seller.
- (b) Requestor's Identification: Name, address, representative, telephone number of party requesting service.
- (c) Customer's Identification: (Note: The "Customer" is the party which proposes to execute the Agreement).
 - (1) Name, address, representative and telephone number of Customer.

- (2) A statement of whether Customer is a local distribution company, an intrastate pipeline, an interstate pipeline, marketer/broker, producer, end user or other type of entity (which shall be described).
 - (3) A statement of whether Customer is acting for itself or as agent for someone else (who must be named).
 - (4) A statement of whether Customer is a Replacement Customer and the contract number under which replacement Customer is requesting service.
- (d) Type of Service(s) Requested: Specify for which Volume No. 1 Rate Schedule service is desired.
- (e) Quantity: (stated in dekatherms)
- (1) Maximum Storage Quantity, which shall not be less than 100,000 Dekatherms, except for volumes under Section 7 of Rate Schedule FSS.
 - (2) Storage Demand Withdrawal Quantity, the number of dths equal to 1/90 or 1/110 of the Maximum Storage Quantity.
- (f) Term of Service:
- (1) Date service is requested to commence.
 - (2) Date service is requested to terminate (Agreements for FSS shall terminate on March 31).
- (g) Point of Injection
- (h) Point of Withdrawal
- (i) Certified Statement: A certified statement that the Customer has, or will have, by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage the Gas which is to be delivered to Seller and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.
- (j) Credit Evaluation:
- (1) Customer's Bank References.
 - (2) Customer should submit year end audited financial statements of Customer and Customer's Parent together with the latest quarterly report.

- (3) Customer's Affiliates, including parent, subsidiaries of parent and of such subsidiaries, and subsidiaries of Customer.
- (4) In the event proceedings have been commenced by or against such Customer for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition or extension; or in the event a decree or order of a court having jurisdiction in the premises for the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of such Customer, or of a substantial part of its property, or for the winding up or liquidation of its affairs, shall have been entered, or any substantial part of the property of such Customer shall be sequestered or attached and shall not be returned to the possession of such Customer or released from such attachment within thirty (30) Days thereafter; or in the event such Customer shall make a general assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due, Customer shall be required to fully disclose any and all actions regarding the above described proceedings against Customer or related parties defined in (3) above, in its Request for Service.

(k) Rate Information

2.3 Subsequent Information

- (a) If any of the events or actions described in 2.2j(4) above, shall be initiated or imposed during the term of service hereunder, Customer shall provide notification thereof to Seller within two (2) working Days of any such initiated or imposed event or action. Customer shall also provide, forthwith, such additional Customer credit information as may be reasonably required by Seller, at any time during the term of service hereunder, to determine Customer's creditworthiness.
- (b) After receipt of a Request for Storage Service hereunder, Seller may require that Customer furnish additional information as a prerequisite to Seller offering to execute an Agreement with Customer. Such information may include proof of Customer's title to the Gas involved and/or its legal right to cause the Gas to be delivered to Seller for Storage and of Customer's contractual and/or physical ability to cause such Gas to be delivered to and received from Seller.

- 2.4 Request Validity. Customer's Request for Storage Service shall be considered null and void if Seller has tendered an Agreement for execution to Customer and Customer fails to execute the Agreement within thirty (30) Days thereafter. Seller will not execute an Agreement under Rate Schedule FSS for which it does not have sufficient available capacity. If sufficient capacity is available, but Customer does not desire to or cannot begin Storage Service within thirty (30) days after the date the request is made pursuant to Section 2.1 of these General Terms and Conditions of this Tariff, or such other period as the parties may agree to in writing, then such Request shall be considered null and void.
- 2.5 Customer's Performance. If a Customer that has executed an Agreement for service under Rate Schedule ISS fails, on the later of the date service is to commence or fifteen (15) days after the Customer executes the Agreement or the completion of construction of any necessary facilities or the issuance of any necessary governmental authorization, to nominate, pursuant to Section 4.4 Nominations, Scheduling and Allocation section 4.1 of these General Terms and Conditions, a quantity of Gas for Storage, or fails, having nominated a quantity of Gas and Seller having scheduled the quantity for Storage, pursuant to Section 4.4 Nominations, Scheduling and Allocation section 4.3 of these General Terms and Conditions, to tender such Gas for Storage on the date it is scheduled, the Seller may terminate Customer's Agreement and the Customer's request for service shall be deemed null and void; provided, however, that the Customer's Agreement shall not be terminated nor shall the Customer's request for service be deemed null and void if the Customer's failure to nominate or tender is caused by an event of force majeure on Seller's system, as defined in Section 4.9 Force Majeure of these General Terms and Conditions.
- 2.6 Complaints: In the event that a Customer or potential Customer has a complaint relative to service under this Volume No. 1, the Customer shall:
- (a) Provide a description of the complaint, verbally or in writing, including the identification of the storage request (if applicable), and communicate it to:

Steuben Gas Storage Company
Two Brush Creek Boulevard, Suite 200
Kansas City, Missouri 64112
Attention: Ron Happach - VP, Commercial Operation
 - (b) Within forty-eight (48) hours, or two business days, whichever is later from the day of receipt of a complaint, Seller will respond initially to the complaint and Seller shall respond in writing within thirty (30) days advising Customer or potential Customer of the disposition of the complaint.

- 2.7 Information: Any person may request information on the pricing or other terms of Storage Service and/or capacity availability by contacting Seller at the following:

Steuben Gas Storage Facility
Two Brush Creek Boulevard, Suite 200
Kansas City, Missouri 64112
Attention: Ron E. Happach - VP, Commercial Operations

- 2.8 Relationship with Marketing Affiliates:

- (a) No officers of Seller serve as officers of any marketing affiliates of Seller. No employees are common to Seller and any marketing affiliates. Seller and its marketing affiliates have certain common directors who serve on the Boards of Directors of Seller and its marketing affiliates.
- (b) Operating personnel of Seller and operating personnel of Seller's marketing affiliates do not share any facilities except telephone and computer hardware.

7.3 GENERAL TERMS AND CONDITIONS - STORAGE SERVICE

3. STORAGE SERVICE

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

7.4 GENERAL TERMS AND CONDITIONS -
NOMINATIONS, SCHEDULING AND ALLOCATION

4. NOMINATIONS, SCHEDULING AND ALLOCATION

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

Each nomination shall indicate whether it is being submitted as a Standard or Intra-Day nomination. The standard quantity for nominations, for confirmations and scheduling, in the United States, shall be dekatherms per gas Day. For Canada it shall be Gigajoules per gas Day. For Mexico it shall be Gigacalories per gas Day. For Commercial purposes the standard conversion factor between dekatherms and Gigajoules shall be 1.055056 Gigajoules per dekatherm and between dekatherms and Gigacalories shall be 0.251996 Gigacalories per dekatherm. (For reference 1 dekatherm = 1,000,000 Btu's; 1 gigajoule = 1,000,000,000 joules; and 1 gigacalorie = 1,000,000,000 calories.) The standard Btu is the international Btu, which is also called the Btu(IT); the standard joule is the joule specified in the SI system of units.

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

- (b) Standard Nominations. A "Standard Nomination" is a nomination for storage service for any Day. The Standard Nomination shall include a begin date and end date, which must be within the term of the Customer's service agreement. Each day within a date range nomination is considered an original nomination. Subsequent nominations for one or more days within the range supersede only the days specified. The days outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. Seller shall process all new or revised nominations that are submitted by 11:30 a.m. Central Clock Time and received by 11:45 a.m. Central Clock Time on the Day before the applicable Service Day. Customer may nominate zero (0) for a daily quantity, but in the

event Customer nominates a daily quantity in excess of zero (0), such daily quantity shall not be less than five-hundred (500) dth. Customer shall also inform Seller in advance of each Month of the desired order of priority of injections and withdrawals under each Agreement and Seller may rely thereon (or in the absence of such information, upon Seller's judgment) if allocation under such Agreement is required.

- (c) Standard Nominations Timetable. The timetable for the Timely Nomination Cycle shall be as follows on the Day before a Service Day, Central Clock Time:

11:30 a.m. for nominations leaving control of Customer;

11:45 a.m. for receipt of nominations by Seller (including from Title Transfer Tracking Service Providers (TTTSPs));

Noon for Seller to send quick response for nominations submitted via EDM;

3:30 p.m. for Seller to receive completed confirmations from upstream and downstream connected parties;

4:30 for Customer and Operators to receive scheduled volume information from Seller.

In addition, at the end of each gas day, Seller should provide the final scheduled quantities for the just completed gas day. With respect to the implementation of this process via the 1.4.x scheduled quantity related standards, Seller should send an end of gas day Scheduled Quantity document. Receivers of the end of gas day Scheduled Quantity document can waive the sender's sending of the gas day Scheduled Quantity document.

Seller, as receiver of nominations, initiates the confirmation process. The party receiving a request for confirmation or an unsolicited confirmation response may waive the obligation of the Seller to send. The sending party will adhere to nomination, confirmation and scheduling deadlines. The party receiving the communication shall have the right to waive any deadline, on a non-discriminatory basis.

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

- 4.2 (a) Intra-Day Nominations. Any nomination submitted after the standard nomination deadline, by eligible Customers, shall be an Intra-Day Nomination. An Intra-Day nomination shall be effective for one (1) Day only. Intra-Day nominations may be used to nominate new supply or market. The

nomination process set forth in Section 4.1(a) shall apply to the Intra-Day nominations. An Intra-Day quantity shall be a revised daily quantity. Except as set forth below in 4.2(a)(1)(a), (b), and(c), Customer shall give Seller at least four (4) hours notice prior to any proposed change in its nomination, which will be effective on the even hour. Seller will waive such notice upon request if, in its judgment, operating conditions permit such waiver. An Intra-Day nomination is subject to Operator's confirmations and Seller's operating conditions. If Operator confirmation is not received the Intra-Day nomination will not be accepted. Seller will not accept a reduced Intra-Day nomination for any quantity deemed already delivered based on an average hourly flow.

- (1) Timetables for Intraday Nominations shall be as follows:
 - (a) Evening Nomination Cycle: shall be as follows on the Day before a Service Day, Central Clock Time:
 - 6:00 p.m. for nominations leaving control of Customer;
 - 6:15 p.m. for receipt of nominations by Seller (including from TTTSPs);
 - 6:30 p.m. for Seller to send quick response for nominations submitted via EDM;
 - 9:00 p.m. for Seller to receive completed confirmations from upstream and downstream connected parties;
 - 10:00 p.m. for Customer and Operators to receive scheduled volume information from Seller and to provide scheduled quantities to bumped parties (notice to bumped parties).
 - 9:00 a.m. for flow of gas.
 - (b) Intraday 1 Nomination Cycle: shall be as follows on the Service Day, Central Clock Time:
 - 10:00 a.m. for nominations leaving control of Customer;
 - 10:15 a.m. for receipt of nominations by Seller (including from TTTSPs);
 - 10:30 a.m. for Seller to send quick response for nominations submitted via EDM;

1:00 p.m. for Seller to receive completed confirmations from upstream and downstream connected parties;

2:00 p.m. for Customer and Operators to receive scheduled volume information from Seller and to provide scheduled quantities to bumped parties (notice to bumped parties);

5:00 p.m. for flow of gas.

- (c) Intraday 2 Nomination Cycle: shall be as follows on the Service Day, Central Clock Time:

5:00 p.m. for nominations leaving control of Customer;

5:15 p.m. for receipt of nominations by Seller (including from TTTSPs);

5:30 p.m. for Seller to send quick response for nominations submitted via EDM;

8:00 p.m. for Seller to receive completed confirmations from upstream and downstream connected parties;

9:00 p.m. for Customer and Operators to receive scheduled volume information from Seller;

9:00 p.m. for flow of gas.

- (d) For purposes of 4.2(a)(1)(a), (b), and (c) "provide" shall mean, for transmittals pursuant to standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.

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

- 4.3 Scheduling of Storage and Allocation of Service. For each Day, Seller will schedule injections and withdrawals of Gas, on the basis of: Storage nominations made by Customers (which Seller is hereby authorized to rely upon in its scheduling); storage capacity available on Seller's system in light of nominations and requests; and overall operating conditions from time to time.
- 4.4 Curtailment of Storage Service. If, on any Day, Seller determines that the capacity of its system is insufficient to serve all storage nominations scheduled for such Day, or to accept the quantities of Gas tendered, capacity shall be allocated to provide service in the following order:
- (a) In scheduling deliveries of firm storage nominations on any Day when capacity is constrained, Seller shall allocate service on a pro rata basis to those Customers nominating volumes on such Day based upon each such Customer's contracted daily injection or withdrawal volumes compared to the contracted daily injection or withdrawal volumes of all other Customers nominating volumes on such Day.
 - (b) In scheduling nominated quantities for interruptible Storage Services hereunder, after providing for firm Storage Service, Seller shall utilize the priorities established in Section 4.10 of these General Terms and Conditions, provided however that no interruptible Customer shall have a claim of priority on any Day to quantities in excess of the lesser of (1) such interruptible Customer's Maximum Daily Injection Quantity or Maximum Daily Withdrawal Quantity as applicable or (2) such interruptible Customer's nomination.
- 4.5 Delivery of Gas. Seller, subject to the other provisions hereof, shall make daily delivery, to the extent practicable, of Equivalent Quantities of Gas at the Point of Withdrawal.
- 4.6 Hourly Variation. Injections and Withdrawals shall be made at uniform hourly rates to the extent practicable and Customer shall not (unless otherwise agreed to by Seller) tender for injection, nor shall Seller be obligated to receive gas for injection, or to withdraw and deliver gas from storage, on an hourly basis at rates of flow in excess of 1/24 of Customer's nominated volume.

- 4.7 Limitation on Obligation. Should the quantities of Gas received from Customer(s) by Seller at the Point of Injection exceed the Maximum Daily Injection Quantity plus the Seller's Injection Use, Seller shall notify Customer(s) of such fact, a reasonable time after such becomes known, and Customer(s) shall seek to reduce deliveries to Seller forthwith. In the event any such excess delivery would jeopardize the safety of Seller's operations and/or its ability to meet its contract commitments to others, such decisions being solely within the judgment and discretion of Seller, Seller shall have the right to refuse to accept, without any liability to the Customer, or any other person, all or such part of said excess delivery as Seller deems necessary, and shall notify Customer accordingly.
- 4.8 Reduction in Maximum Storage Quantity. In the event that Customer nominates or utilizes less than 50% of its Maximum Storage Quantity under Rate Schedule ISS for a period of one (1) year, Seller may reduce Customer's Maximum Storage Quantity to 125% of the average utilization during such year, which new Maximum Storage Quantity, as applicable, shall be effective on the first Day of the Month following the Month in which Seller gives Customer notice of such reduction.

7.5 GENERAL TERMS AND CONDITIONS -
PRESSURE AT POINT OF INJECTION AND POINT OF WITHDRAWAL

5. PRESSURE AT POINT OF INJECTION AND POINT OF WITHDRAWAL

5.1 Pressure at Point of Injection and Point of Withdrawal.

Unless otherwise agreed to by the parties as set forth in the Service Agreement, Customer shall deliver or cause the Gas to be delivered at the Point of Injection at Transporter's available pipeline pressure, but in no event at a pressure less than six hundred (600) psig.

Unless otherwise agreed to by the parties as set forth in the Service Agreement, Seller shall tender the Gas to or for the account of Customer at the Point of Withdrawal hereunder at a pressure sufficient to enter Transporter's pipeline system, but in no event at a pressure in excess of one thousand (1000) psig.

7.6 GENERAL TERMS AND CONDITIONS -
MEASUREMENTS AND MEASURING EQUIPMENT

6. MEASUREMENTS AND MEASURING EQUIPMENT

6.1 Unit of Volume:

- (a) The unit of volume for measurement hereunder shall be one thousand cubic foot of gas at a temperature of sixty degrees (60) Fahrenheit and an absolute pressure of fourteen and seventy-three hundredths pounds (14.73#) per square inch, dry, having an average Total Heating Value per Cubic Foot of one thousand (1,000) Btus. Volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry. Volumes reported in gigacalories, the standard conditions are 1.035646 Kg/cm, 15.6 degrees C, and dry. Such units shall be determined by multiplying the number of cubic feet of gas delivered during each day by the factor arrived at by dividing the average Total Heating Value per Cubic Foot for such day, on the basis indicated in Paragraph (b) below, by one thousand (1,000).
- (b) The Total Heating Value per Cubic Foot of the gas delivered and redelivered hereunder shall be determined by a recording calorimeter of standard manufacture or other method mutually acceptable to both Seller and Transporter on Customer's behalf and installed so that it may properly record the gross heat content of the gas at the Point of Injection/Withdrawal. Where a calorimeter is used, the arithmetical average of the hourly gross heat content recording each day shall be deemed to be the heat content of the gas for that day. Such calorimeter shall be checked at least once each month to assure its proper operation and accuracy. An appropriate certified gas sample of known heat content shall be used to check the calorimeter accuracy.

6.2 Computations of Volume from Meter Readings and Registrations: The volume of gas delivered or redelivered hereunder shall be determined in the manner specified in AGA Gas Measurement Committee report No. 3 ("AGA report No. 3") published in 1978, as such publication may be revised from time to time, or of other reports and publications which are mutually acceptable to Seller and Transporter on Customer's behalf.

6.3 Flowing Temperature: The flowing temperature of gas delivered and redelivered hereunder shall be determined by means of a standard recording thermometer or other instrument of standard manufacture accepted in the industry. The flowing temperature used in determining the flowing temperature factor for each meter chart shall be the arithmetical average of the temperature shown by the recording instrument during the period of time when gas is passing through the meter.

- 6.4 Specific Gravity: The specific gravity of the gas delivered and redelivered hereunder shall be determined by a recording specific gravity instrument of standard manufacture or other method mutually acceptable to Seller and Transporter on Customer's behalf and installed so that it may properly record the specific gravity of the gas at the point of delivery.

The arithmetical average of the hourly specific gravity recording each day shall be deemed to be the specific gravity of the gas for that day. Such instrument shall be checked at least once each month by the use of an Edwards Balance, or by any other method or intervals mutually agreed to by Seller and Transporter on Customer's behalf.

- 6.5 Supercompressibility: Adjustment for the effect of supercompressibility for gas delivered and redelivered hereunder shall be made according to the provisions of AGA Report NX-19 as such publication may be revised from time to time, or of other reports and publications which are mutually acceptable to Seller and Transporter on Customer's behalf, for the average conditions of pressure, flowing temperature and specific gravity at which the gas was measured during the period under consideration and with the proportionate values of carbon dioxide and nitrogen in the gas delivered and redelivered included in the computation of the applicable supercompressibility factors. Customer shall cause Transporter to exercise due diligence in obtaining initial carbon dioxide and nitrogen fraction values and to obtain subsequent values of these components quarterly or at other intervals mutually agreeable to Seller and Transporter on Customer's behalf.
- 6.6 Assumed Atmospheric Pressure: The average absolute atmospheric (barometric) pressure shall be assumed to be fourteen and four-tenths pounds (14.4#) per square inch irrespective of actual elevation or location of the point of delivery above sea level or variations in actual barometric pressure from time to time.
- 6.7 Measuring Equipment: Unless otherwise agreed among Customer, Transporter, and Seller, the gas which Customer delivers or causes Transporter to deliver to Seller for storage hereunder and which Seller redelivers to Transporter for the account of Customer shall be measured by measuring equipment which Customer shall cause Transporter to own, install and operate at the Point of Injection/Withdrawal. Customer shall cause the measuring equipment to be of one-way flow design and of a type and kind generally accepted by the natural gas industry for the measurement of natural gas in accordance with the provisions of this Article hereof at the rates of flow and pressures expected to exist at the Point of Injection/Withdrawal. When orifice meters are used, they shall be of a type specified and recommended in AGA Report No. 3 as such publication may be revised from time to time or of other reports and publications which are mutually agreeable to Seller and Transporter on Customer's behalf, and the construction and installation shall be

in accordance with the recommendations and specifications set forth in said agreed to report.

- 6.8 Access to Measuring Equipment, Tests and Charts: Unless otherwise agreed among Customer, Transporter, and Seller, Customer shall cause Transporter to provide Seller with access to all measuring equipment at all reasonable hours, but the reading, calibrating and adjusting thereof and the changing of charts shall be done by Transporter on behalf of Customer. Further, Customer shall cause Transporter to provide Seller the right to be present at the time of any installing, testing, reading, cleaning, changing, repairing, inspecting, calibrating or adjusting done in connection with the measuring equipment used in determining the volumes of deliveries and redeliveries hereunder, and to provide Seller with reasonable notice thereof in order that it may be present. The records and charts from such measuring equipment shall remain the property of Transporter but Customer shall cause Transporter to provide, upon request, to Seller such records and charts, or reproductions thereof, together with calculations therefrom, for inspection and verification. Original records or charts so submitted will be returned within ten (10) days after receipt thereof. Additionally, Customer shall cause Transporter to give Seller the option to install at any time and at its own expense, such ancillary materials and equipment which will access measurement data on a real time basis and transmit such data to its operating location.
- 6.9 Check Measuring Equipment: Unless otherwise agreed among Customer, Transporter, and Seller, Customer shall cause Transporter to allow Seller to install, maintain and operate, at its own expense, such check measuring equipment as it shall desire at the Point of Injection/Withdrawal, and further cause Transporter to provide a suitable site therefore and allow Seller free access to and use of the site; provided that such equipment shall be so installed, maintained and operated as not to interfere with the operation or maintenance of Transporter's measuring equipment at the Point of Injection/Withdrawal. Customer or Transporter shall have free access to the check measuring equipment at all reasonable hours. The reading, calibrating and adjusting thereof and the changing of charts shall be done by Seller, but Customer or Transporter shall be given reasonable notice thereof. Customer shall cause Transporter to allow Seller to remove any of its equipment at any time. It is expressly agreed that Customer or Transporter shall not be responsible or liable for the care or maintenance or for damage, unless due to the sole negligence of Customer and/or Transporter, to or regarding such check measuring equipment installed by or on behalf of Seller.

- 6.10 Failure of Measuring Equipment: Seller and Customer agree that if for any reason Transporter's measuring equipment is out of service or out of repair so that the quantity of gas delivered is not correctly indicated by the reading thereof, the gas delivered through the period such measuring equipment is out of service or out of repair shall be estimated and agreed upon on the basis of the best data available, using the first of the following methods which is feasible:
- (a) by using the registration of any check meter or meters if installed and accurately registering; or
 - (b) by using the registration of any storage field meter(s) if installed and accurately registering; or
 - (c) by correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculation; or
 - (d) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the measuring equipment was registering accurately.
- 6.11 Measuring Equipment Tests: Unless otherwise agreed among Customer, Transporter, and Seller, Customer shall cause the accuracy of the measuring equipment at the Point of Injection/Withdrawal to be verified at a minimum of once each thirty (30) day period.
- 6.12 Correction of Measuring Equipment Errors: Unless otherwise agreed among Customer, Transporter, and Seller, Seller and Customer agree that if upon any test, Transporter's measuring equipment is found to be not more than two percent (2.0%) fast or slow, previous readings of such equipment shall be considered correct in computing the deliveries of gas, but such equipment shall be adjusted properly at once to record accurately. Seller and Customer further agree that if upon any test, Transporter's measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2.0%), then any previous readings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but if the period is not known definitely or agreed upon, such correction shall be for a period covering the last half of the time elapsed since the date of the last test, but no exceeding a period of sixteen (16) days.
- 6.13 Preservation of Records: Customer shall cause Transporter to preserve, and Seller also agrees to preserve, for a period of at least two (2) years, or such longer period as the FERC may require, all test data, charts and other similar records.

- 6.14 Improvements in Gas Measuring Techniques: If at any time during the term hereof, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement of Seller and Transporter on Customer's behalf.
- 6.15 In accordance with the provisions of Sections 6.7 to 6.12 of the General Terms and Conditions, Seller will use the best information available to close its allocation of quantities for a service Month. For the purposes of Sections 6.7 to 6.12, "close" shall mean five (5) Business Days after the applicable service Month. To the extent that adjustments are made after the date of such close such adjustments ("Prior Period Adjustments" or "PPA") shall be treated under this Section 6.15. If the PPA are due to the correction of measurement data or reallocation of volumes, such adjustments should be processed within six (6) Months of the applicable service Month. If the affected party disputes the as-adjusted quantity it is entitled to rebut the basis for the PPA, but only if it does so within three (3) Months of the processing of the as-adjusted quantity. Notwithstanding the above specified deadlines for processing/rebutting PPA, such deadlines shall not apply in the case of deliberate omission or misrepresentation or mutual mistake or fact. Parties' other statutory or contractual rights shall not be diminished by this standard.

7.7 GENERAL TERMS AND CONDITIONS - QUALITY OF GAS

7. QUALITY OF GAS

7.1 Definition: The term "gas", as used herein, shall mean natural gas as produced in its natural state, natural gas that has been previously liquefied and restored to its gaseous state prior to delivery, gas synthesized or manufactured from oil, naphtha, coal or any other material that meets the quality standards contained in this Agreement and which Customer or Seller may elect to deliver and redeliver in lieu of or commingled with one or more of the types of gas described herein.

7.2 The Gas Delivered and Redelivered Hereunder:

- (a) Shall have a Total Heating Value per Cubic Foot of not less than nine hundred and sixty-seven (967) Btu's.
- (b) Shall be commercially free (at prevailing pressure and temperature) from objectionable odors, dust, or other solid or liquid matters which might interfere with its merchantability or cause injury or interference with proper operation of the lines, regulators, meters or other appliances through which it flows, and shall not contain an amount of moisture at any time exceeding seven (7) pounds per million cubic feet of gas.
- (c) Shall not contain more than one quarter (1/4) grain of hydrogen sulphide per one hundred (100) cubic feet of gas volume when tested by methods generally accepted by the pipeline industry.
- (d) Shall not contain more than twenty (20) grains of total sulphur per one hundred (100) cubic feet of gas volume.
- (e) Shall not contain more than two-tenths of one percent (.2%) of oxygen by volume, and every reasonable effort shall be made to keep the gas free of oxygen.
- (f) Shall contain not more than three percent by volume of either carbon dioxide or nitrogen individually and shall contain not more than five percent by volume of combined nonhydrocarbon gases including, but not limited to, carbon dioxide, nitrogen and oxygen.

In the event Transporter is granted authority by the FERC to change the quality specifications set forth in its transportation tariff in a manner which materially differs from the quality specifications set forth in this tariff, then Seller agrees to waive the affected quality specifications of this tariff and to apply the approved quality specifications of the Transporter's tariff in substitution thereof. Customer shall notify Seller, in writing, within ten (10) days of approval by the FERC of any such changes to Transporters tariff.

- 7.3 The term "Total Heating Value per Cubic Foot" shall mean the number of Btus produced by the combustion, at constant pressure, of one (1) anhydrous (dry) cubic foot of natural gas at an absolute pressure of fourteen and seventy-three hundredths pounds (14.73#) per square inch and at a temperature of sixty degrees (60) Fahrenheit, with air of the same pressure and temperature as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.
- 7.4 Notwithstanding anything herein contained to the contrary, if the gas delivered or redelivered hereunder fails at any time to conform to any of the specifications of this Article, including, but not limited to, failure at any time to have a Total Heating Value per Cubic Foot of at least nine hundred and sixty-seven (967) Btus, the party to whom such gas is being delivered or redelivered may notify the other party of such failure and may, at its option, reject further deliveries or redeliveries until the condition is corrected. Customer therefore authorizes Seller to refuse to accept deliveries from Transporter which do not conform to the specifications of this Article unless and until said deliveries are, in Seller's sole opinion, conformed to said standard. After receiving a notice hereunder, the party responsible for such failure shall immediately take all necessary steps to correct the condition and, upon completion thereof, shall resume deliveries and redeliveries in accordance with the terms and conditions of this Agreement. The remedies herein provided are in addition to any and all other remedies to which either party may be entitled.

7.8 GENERAL TERMS AND CONDITIONS - BILLING AND PAYMENT

8. BILLING AND PAYMENT

8.1 Billing. On or before the ninth (9th) Business Day of each Month, Seller shall render (for purposes of this Section 8.1, "render" shall mean (a) postmarked or (b) time stamped and electronically transmitted via EDM to the designated site, whichever is applicable) an invoice to Customer setting forth the amount due for such Month under the applicable Rate Schedule(s). Seller's invoice shall be based on actuals (if available) or best available data. Quantities at points where OBA's exist shall be invoiced based on scheduled quantities. Seller may utilize estimates of the quantity of Gas received for injection from or tendered to or for account of Customer during a Month, in place of actual quantities when actual quantities are not reasonably available; provided that adjustments shall be made in the following months invoice or as soon as practicable thereafter, for differences between such estimated and actual quantities. Such invoices shall include credits for capacity assignment required by Section 7 of Rate Schedule FSS, if any.

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

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

8.2 Payment. Customer shall pay any invoice, on or before the tenth (10th) Day after the date of the invoice. Payments by Customer to Seller shall be made in the form of Wire Transfer directed to a bank account designated by Seller, unless otherwise agreed to by the parties. Customer shall identify the invoice number specified by Seller to which the payment relates. 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.

If rendering of an invoice by Seller is delayed after the ninth (9th) Business Day of the Month, then the time of payment shall be extended accordingly unless Customer is responsible for such delay. Should Customer fail to pay all of the amount of any invoice as herein provided when such amount is due, interest on the unpaid portion of the invoice shall accrue from the due date until the date of payment at a rate of interest equal to the Prime Rate plus two percent (2%) charged by Citibank, N.A. during that period to responsible commercial and industrial borrowers,

but which in no event shall be higher than the Maximum Rate permitted by applicable law. If such failure to pay continues, then following thirty (30) Days prior written notice from Seller of its intent to abandon service under the Agreement, Customer shall be deemed to have consented to such abandonment of service, unless within the thirty (30) Day period Customer pays to Seller the entire balance due with interest, and Seller, in addition to any other remedy it may have hereunder, may suspend further injection or withdrawal of Gas for Customer and may enter into Agreements to provide service to others using Customer's capacity and Deliverability; provided, however, that if Customer in good faith shall dispute the amount of any such invoice or part thereof and shall pay to Seller such amounts not in dispute, accompanied by documentation supporting the basis for the dispute and, at any time thereafter within thirty (30) Days of a demand made by Seller, shall furnish a good and sufficient surety bond in an amount and with surety satisfactory to Seller or other assurance acceptable to Seller, guaranteeing payment to Seller of the amount ultimately found due upon such invoice after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Seller shall not be entitled to suspend further injection or withdrawal of such Gas or to terminate or abandon service under the Agreement unless and until default be made in the conditions of such bond. The foregoing shall be in addition to any other remedies Seller may have, at law or in equity, with respect to Customer's failure to pay the amount of any invoice.

- 8.3 Adjustment of Invoicing Errors. Subject to the provisions of Section 4.6 of these General Terms and Conditions, if it shall be found that at any time or times Customer has been overcharged or undercharged and Customer shall have actually paid the invoice containing such charges, then within thirty (30) Days after the final determination thereof, either Seller shall refund the amount of any such overcharge or Customer shall pay the amount of any such undercharge. In the event an error is discovered in the amount invoiced in any invoice rendered by Seller, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefore shall have been made by the Customer within thirty (30) Days from the date of discovery of such error, but in any event within six (6) Months from the date of any storage service invoice and within seven (7) Months from the date of any sales service invoice. The party receiving such request for adjustment shall have three (3) Months to rebut such claim otherwise the invoice shall be adjusted as requested. The preceding time limits do not apply to deliberate omission or misrepresentation or mutual mistake of fact or government required rate changes. The parties' statutory or contractual rights shall not otherwise be diminished by this Section. If the parties are unable to agree on the adjustment of any claimed error, any resort by either of the parties to legal proceedings shall be commenced within fifteen (15) Months after the supposed cause of action is alleged to have arisen, or shall thereafter be forever barred.

7.9 GENERAL TERMS AND CONDITIONS - FORCE MAJEURE

9. FORCE MAJEURE

- 9.1 Definition. The term "force majeure" as used herein shall mean acts of God, strikes, lockouts, or other industrial disturbances; acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms (including but not limited to tornadoes or tornado warnings), crevasses, floods, washouts; arrests and restraints of the government, either Federal or State, civil or military, civil disturbances. Relative to Seller's service and solely to the operation of its system, force majeure shall also mean shutdowns for purposes of necessary repairs, relocation, or construction of facilities; breakage or accident to machinery, wells or lines of pipe or casings; testing (as required by governmental authority or as deemed necessary by Seller for the safe operation of the underground storage reservoir and facilities required to perform the service hereunder), the necessity of making repairs or alterations to machinery or lines of pipe; failure of wells, surface equipment or pipe lines, well or line freeze ups; accidents, breakdowns, inability to obtain necessary materials, or supplies or permits, or labor or land rights to perform or comply with any obligation or condition of this Agreement; and any other causes, whether of the kind herein enumerated or otherwise which are not reasonably in Seller's control. It is understood and agreed that the settlement of strikes or lockouts or controversies with landowners involving rights of way shall be entirely within Seller's discretion and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts or controversies with landowners involving rights of way by acceding to the demands of the opposing party when such course is inadvisable in the discretion of Seller.
- 9.2 Force Majeure. If by reason of force majeure either party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, it is agreed that on such party giving notice in full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the cause relied on, the party giving such notice, so far as and to the extent that it is affected by such force majeure, shall not be liable in damages during the continuance of any inability so caused, but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

- 9.3 Limitations. Such force majeure affecting the performance hereunder by either Seller or Customer, however, shall not relieve such party of liability in the event of concurring negligence or in the event of failure to use due diligence to remedy the situation and to remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting such performance relieve Customer, in whole or in part, from its obligations to pay the monthly charges provided for in Section 4.8 of these General Terms and Conditions.

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

10. PRIORITY OF SERVICE REQUESTS AND SERVICE AGREEMENTS

10.1 FIRM STORAGE

(a) Priority Of Request For Initial Firm Storage Agreements: After notification, pursuant to Section 4.2 Requests for Storage Service section 2.9 hereof, that Seller has available firm storage capacity which is not subject to contract or is released pursuant to Section 7 of Rate Schedule FSS, Seller will accept requests that Seller enter into an Agreement for firm Storage Service. Except as provided in Section 10.1(b) below, the order of priority among such requests shall be based upon the economic value of the transaction to Seller, with the transaction producing the greatest economic value having the highest priority of request, provided, however, that nothing herein shall require Seller to provide service at any rates it determines to be below market rates and provided further, that Seller shall not be required to enter into Service Agreements with terms of more than one Year unless Customer has a long-term debt rating of at least Baa according to Moody's Investors Service or BBB according to Standard & Poor's Corporation or if its obligations to the Seller are guaranteed by a person with a long-term debt rating equal to or greater than stated above. Economic value shall be determined on the basis of the product of the term of service in years in the request, (using a term not to exceed twenty (20) years) and the Reservation Charges for each year in the life of the Agreement agreed to in the request by the requesting party, discounted to present value by the then-current interest rate determined in accordance with Section 154.501(d) of the Commission's Rules and Regulations. The sum of the present value for each year in the life of the Agreement shall be the economic value of the Agreement. In the event two or more bids with equal economic values are received for combined capacity in excess of the quantity of available firm capacity, the capacity will be allocated on a first come first served basis.

(b) Right of First Refusal:

Any Customer or Replacement Customer with an FSS Agreement paying maximum rates and (1) having a term of twelve (12) consecutive Months or more, or (2) a term for more than one year for a service not available 12 consecutive Months and, upon twelve (12) months written notice prior to the expiration of the Agreement, 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. To continue service, Customer must agree to match the bona fide best offer made

by others for such capacity or portion thereof by offering a rate and term of Agreement that produces an equivalent or greater economic value (using a term not to exceed five (5) years) for such capacity as defined in Section 10.1(a), above, provided that Seller shall not be obligated to enter into an extension of any Agreement or continue service at any rate less than the rate contained in the expiring FSS Agreement, nor shall Seller be obligated to enter into an extension of any Agreement or continue service to any Customer or Replacement Customer who fails to meet the Creditworthiness requirements set forth in Section 4.11 Miscellaneous section 11.5 of these General Terms and Conditions. After Customer has notified Seller of its intent to continue service, the capacity available under customer's Agreement will be posted on Seller's Internet Site for bid. Seller will accept bids for this capacity from the time of posting up to and including, but no later than, the forty fifth (45) day prior to the date the existing Agreement is scheduled to expire. Within five (5) business days of the date bidding ends, Seller will notify Customer of the bid received having the greatest economic value, as defined by Section 10.1(a) of this tariff. Customer will have ten (10) business days to notify Seller 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 its current agreed to rate, or at a new rate agreed to by Customer and Seller.

- (c) Priority of Firm Storage Under Agreements: All firm Storage Agreements shall have equal priority as to service, and shall have priority over interruptible Storage Services under Rate Schedule ISS and Overrun Service.

10.2 INTERRUPTIBLE AND OVERRUN STORAGE

- (a) Priority Of Nominations For Interruptible and Overrun Service: Seller, in determining the allocation of interruptible and overrun service capacity on any Day among Customers under Rate Schedule ISS and Rate Schedule FSS, which have nominated quantities of service desired on such Day, shall be assigned the order of priority of such service on the basis that the highest rate offered for such service shall be accorded the highest priority. If more than one nomination or request for interruptible and overrun storage on a Day includes an offer of the same rate, then the order of priority as among such nominations or requests shall be the same. If capacity is constrained, service among Customers within the same priority will be allocated pro rata based upon the quantities nominated or requested.

- (b) A Customer desiring Interruptible or Overrun service under Rate Schedule ISS or Rate Schedule FSS in a Month shall submit to Seller, at least five (5) business Days prior to the start of such Month, the rate that such Customer is willing to pay for such service in such Month. The rate submitted by Customer pursuant to the above provision shall be used to determine priority among nominations on each Day of such Month. Once Customer's nomination is accepted, and priority is assigned thereto pursuant to this section for such Month, such priority shall not be changed by the execution of new ISS Agreements during the Month for service under Rate Schedule ISS or the nomination of additional Overrun Service under Rate Schedule FSS or ISS.
- (c) Notwithstanding the provisions of this Section 10.2, if a Customer under Rate Schedule ISS or Rate Schedule FSS fails to submit a timely nomination for service for a Month, pursuant to these General Terms and Conditions, for such service, then such Customer's priority for such service for that Month, shall be changed, on the first Day of that Month, to a ranking below that of all other Customers who have made timely nominations for service.

10.3 COMMUNICATIONS

In offering service from time to time pursuant to this Section 10, to a Customer under an Agreement, Seller may deem any offer made by telephone or other instant communication method to have been refused if acceptance thereof is not communicated to Seller within six normal working hours after such offer, or as otherwise agreed to by the parties.

7.11 GENERAL TERMS AND CONDITIONS - MISCELLANEOUS

11. MISCELLANEOUS

- 11.1 Responsibility for Gas. Upon receipt of Gas delivered for Storage, Seller shall be in exclusive control and possession of such Gas and responsible for any loss thereof, or any and all injury or damage caused thereby, until the Equivalent Quantities of Gas have been delivered for the account of Customer after which Customer shall be in exclusive control and possession of such Gas and responsible for any and all injury or damage caused thereby.
- 11.2 Warranty. Customer or Replacement Customer warrants for itself, its successors, and assigns, that it has, or will have, at the time of delivery of the Gas for injection hereunder good title to such Gas and/or good right to cause the Gas to be delivered to Seller for Storage. Customer or Replacement Customer warrants for itself, its successors, and assigns, that the Gas it warrants hereunder shall be free and clear of all liens, encumbrances or claims, that it will indemnify and save Seller harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of any and all persons to said Gas and/or to royalties, taxes, license fees, or charges thereon which are directly applicable to such delivery of Gas and that it will indemnify and save Seller harmless from all taxes or assessments which may be directly levied and assessed upon such delivery and which are by law payable and the obligation of the party making such delivery.
- 11.3 Waivers. No waiver by either Seller or Customer of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character. Seller shall retain the right to waive, with respect to Customer, any obligation imposed on Customer under any Section of these General Terms and Conditions and Rate Schedules FSS and ISS, if Seller does so in a non-discriminatory manner.
- 11.4 Assignments. Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Customer or of Seller, as the case may be, shall if eligible, be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement between Seller and Customer. Either Seller or Customer may assign any of its rights or obligations under the Agreement to a financially responsible corporation with which it is affiliated at the time of such assignment. Furthermore, Seller may, as security for its indebtedness, assign, mortgage or pledge any of its rights under the Agreement including its rights to receive payments, to any other entity. Customer also may assign or pledge the Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument which it has executed or may hereafter execute covering substantially all of its properties. Otherwise, neither party shall assign the Agreement or any of its rights thereunder

unless it first shall have obtained the consent thereto in writing of the other party, except as provided in Section 7 of Rate Schedule FSS, or except as mandated by Section 284.242 of the Regulations of the Commission, or except that (1) Customer acknowledges that Seller intends to make a collateral assignment of the Agreement to Seller's lenders in connection with obtaining non-recourse financing, and (2) Customer agrees, by executing the Agreement, that if lenders with a security interest in the Agreement succeed to Seller's interest by foreclosure or otherwise, such Customer shall accord to such lenders the same rights as Seller under the Agreement, and that upon the request of Seller, such Customer shall execute and deliver a consent and agreement reasonably satisfactory to Seller consenting to the collateral assignment by Seller to its lenders of the Agreement in conformance with the terms of Seller's financing commitments, and shall provide an opinion of counsel opining to such matters as Seller may reasonably request and/or such certificates as Seller may reasonably request, which opinion and/or certificates shall be delivered to Seller's lenders in conformance with the terms of Seller's financing commitments.

- 11.5 Creditworthiness. Seller shall not be required to commence service or, subject to the following provisions, to continue to provide service and may terminate a Agreement with any Customer under Rate Schedule FSS with a primary term of one year or less and Service Agreements under Rate Schedule ISS, if:
- (a) Customer is or has become insolvent;
 - (b) Customer has applied for bankruptcy under Chapter 11 of the Bankruptcy Code, or which is subject to similar proceedings under State or Federal law; or
 - (c) Customer fails to provide to Seller a bank reference and at least two trade references which indicate that Customer's obligations are being paid on a prompt basis provided, however, that any such Customer that is receiving service shall continue to receive service for a period of fifteen (15) Days after written notice by Seller of any such circumstance, and shall continue thereafter to receive service if, within such fifteen (15) Day notice period, such Customer:
 - (i) deposits with Seller and maintains, on account, an amount which would be due for three (3) Months service at the full contract quantities set forth in the Service Agreement; or
 - (ii) furnishes good and sufficient security, which may include an acceptable standby letter of credit, or monthly prepayment agreement or other security as reasonably determined by Seller, of a continuing nature and in an amount equal to such amounts which would be due for service. If such payment on account or payment security is not received within such

fifteen (15) Day notice period, Seller may, without waiving any rights or remedies it may have, suspend further service for a period of ten (10) Days.

If such payment on account or a payment security is not received within such ten (10) Day suspension period, then Seller shall no longer be obligated to continue to provide service to such Customer.

Seller shall not be required to commence service, or subject to the following provisions, to continue to provide service and may terminate an Agreement with any Customer under Rate Schedule FSS having a term of more than one year if Customer, or its guarantor, fails to maintain a long-term debt rating issued by either Moody's Investors Service, or Standard and Poor's Corporation, or Customer's, or its guarantor's, long-term debt rating issued by Moody's Investors Service or Standard and Poor's Corporation falls below a rating of at least Baa according to Moody's Investors Service or BBB according to Standard & Poor's Corporation; provided, however, that any Customer or its guarantor that is not so rated by either Moody's Investors Service or Standard and Poor's Corporation must demonstrate to Seller its satisfactory creditworthiness by meeting the following minimum criteria for the last two fiscal years: 1) Pretax interest coverage of at least 2.08 to 1, 2) Earnings before interest, depreciation and amortization to Interest expense of 3.58 or better, 3) Funds from operations to Debt of at least 21.4% and 4) Debt to capitalization ratio of 55% or less. It is further provided that any Customer that is receiving service shall continue to receive service for a period of three (3) Months during which Customer shall have the opportunity to:

- (1) attain minimum long-term debt ratings as described above; or
- (2) secure a guarantee by a person with a minimum long-term debt rating as described above; or
- (3) demonstrate to Seller a level of satisfactory creditworthiness in light of previous payment experience and changes thereto and the prudent credit evaluation of information available.

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

- 11.7 Regulations. Any Agreement, and all terms and provisions herein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.
- 11.8 No Third-Party Beneficiary. It is expressly agreed that there is no Third-Party Beneficiary of any Agreement, and that the provisions of any Agreement and these General Terms and Conditions do not impart enforceable rights in anyone who is not a party or successor or assignee of any party to an Agreement herein.
- 11.9 Liability. Neither Seller nor Customer shall in any event be liable to the other for incidental, consequential, or indirect damages, whether arising in contract, or tort.
- 11.10 Counterparts. Any Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 11.11 Heading. The headings contained in any Agreement are for reference purposes only and shall not affect the meaning or interpretation of any Agreement.
- 11.12 Compliance with NAESB Standards. Seller has adopted all of the Business Practices and Electronic Communication Standards which are required by the Commission in 18 CFR § 284.12(a), as amended from time to time, in accordance with Order No. 587, et al. In addition to the NAESB WGQ Standards referenced elsewhere in the Tariff, Seller specifically incorporates by reference the following NAESB WGQ Version 1.9 Standards, Definitions, and Data Sets, by reference:

NAESB WGQ Version 1.9

- 0.1.1 through 0.1.3
- 0.2.1 through 0.2.3
- 0.3.1 through 0.3.15
- 0.4.1
 - 1.1.1 through 1.1.5, 1.1.7, 1.1.9 through 1.1.18, 1.1.20 through 1.1.22
 - 1.2.1 through 1.2.6, 1.2.8 through 1.2.19
 - 1.3.1, 1.3.2(vi), 1.3.3 through 1.3.9, 1.3.11, 1.3.13 through 1.3.80
 - 1.4.1 through 1.4.7
 - 2.1.1 through 2.1.6
 - 2.2.1 through 2.2.5
 - 2.3.1 through 2.3.23, 2.3.25 through 2.3.35, 2.3.40 through 2.3.65
 - 2.4.1 through 2.4.18
 - 3.3.1 through 3.3.26
 - 3.4.1 through 3.4.4
 - 4.1.2 through 4.1.4, 4.1.6 through 4.1.7, 4.1.10, 4.1.12 through 4.1.13, 4.1.15 through 4.1.24, 4.1.26 through 4.1.40

4.2.1 through 4.2.20
4.3.1 through 4.3.3, 4.3.5, 4.3.16 through 4.3.18, 4.3.20, 4.3.22
through 4.3.36, 4.3.38 through 4.3.62, 4.3.65 through
4.3.69, 4.3.72 through 4.3.76, 4.3.78 through 4.3.87,
4.3.89 through 4.3.94, 4.3.96 through 4.3.99
5.1.2 through 5.1.4
5.2.1 through 5.2.5
5.3.1, 5.3.3 through 5.3.5, 5.3.7 through 5.3.69
5.4.1 through 5.4.23
6.3.1 through 6.3.4
6.5.2 through 6.5.4
10.1.1 through 10.1.10
10.2.1 through 10.2.38
10.3.1, 10.3.3 through 10.3.12, 10.3.14 through 10.3.27
11.2.1 through 11.2.5
11.3.1 through 11.3.2

7.12 GENERAL TERMS AND CONDITIONS - FACILITIES

12. FACILITIES

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

7.13 GENERAL TERMS AND CONDITIONS - INTERNET WEBSITE

13. INTERNET WEBSITE

Seller has established an Internet Website ("Internet Site") that will be available to any existing or potential customer on Seller's system. The Internet Site shall be interactive and contain relevant informational posting requirements. Such site is located at "www.steubengasstorage.com". Seller shall notify Customer of any change to its Internet Site procedures or Web address.

Seller may charge a fee to users of the Internet Site to recover costs associated with the Internet Site including, but not limited to: Internet Site Staff, telephone line charges, licensing fees and maintenance. Seller shall also maintain any and all information posted on the Internet Site for a period of three (3) years pursuant to Commission regulations, and shall allow any customer access to such historical information, for a reasonable fee, within ten (10) Days of any such request.

Any questions pertaining to the usage of the Internet Site or access to historical information should be addressed to Seller's Marketing Department.

7.14 GENERAL TERMS AND CONDITIONS -
RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

14. RESPONSIBILITY FOR ASSOCIATED TRANSPORTATION

The transportation of quantities to be stored hereunder to and from the Point of Injection/Withdrawal is solely the Customer's responsibility.

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

15. TITLE TRANSFERS OF GAS IN STORAGE

15.1 A Customer may sell working storage gas to any other Customer under a Rate Schedule with the same priority, either firm or interruptible, if:

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

15.2 Steuben will recognize the transfer for purposes of computing available Working Storage Gas and applicable Injection and Withdrawal Quantities on a prospective basis within 24 hours after receiving the written verification required by Section 15.1(a).

7.16 GENERAL TERMS AND CONDITIONS -
RATE SCHEDULE IS REVENUE CREDIT

16. RATE SCHEDULE IS REVENUE CREDIT

A billing adjustment shall be made to Rate Schedule FSS Customer's bills rendered pursuant to Section 7.8 of these General Terms and Conditions, to reflect the credit, if any, for Rate Schedule ISS Revenues collected by Seller. Seller shall credit 100 percent of the Rate Schedule ISS revenues attributable to fixed cost. Seller shall not credit the portion of the Rate Schedule ISS revenues reflecting Seller's usage charge (variable cost). A pro rata allocation of such revenue will be credited to each Rate Schedule FSS Customer, and will appear on the invoice for the next Month's business following actual receipt by Seller of such revenues.

Each FSS Rate Schedule Customer will receive a Monthly credit based upon the following formula:

$X (Y / Z)$, where:

- X = Total ISS Revenues collected by Seller in a Month
- Y = The Maximum Storage Quantity such Rate Schedule FSS Customer had a right to store in the Month ISS service performed; and
- Z = The Sum of all Rate Schedule FSS Customers' Maximum Storage Quantities in the Month ISS service performed

7.17 GENERAL TERMS AND CONDITIONS - OFF-SYSTEM CAPACITY

17. OFF-SYSTEM CAPACITY

From time to time, Seller may enter into transportation and/or storage agreements and/or other approved types of services (such as Park and Loan) with other interstate and intrastate pipeline and storage companies or other third party providers of such services ("off-system capacity"). In the event that Seller acquires off-system capacity, Seller will use such capacity for operational reasons or to render service for its Customers. In the event that Seller uses off-system capacity to render service for its Customers, it will only render service to Customers on the acquired off-system capacity pursuant to Seller's FERC Gas Tariff and subject to Seller's approved rates, as such tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 17, the "Shipper must have title" requirement is waived.

7.18 GENERAL TERMS AND CONDITIONS - OPERATIONAL FLOW ORDER

18. OPERATIONAL FLOW ORDER ("OFO")

18.1 General. Seller, in its discretion, shall have the right to issue OFOs when in its judgment it is necessary to maintain or restore the operational integrity of Seller's storage system. Seller will not be required to issue an OFO:

- (a) to redeliver Gas to any Customer that has not Tendered Equivalent Quantities of Gas to Seller's storage system; or
- (b) to any other pipeline in order to obtain access to quantities of Gas, except to the extent that such quantities of Gas are being transported by such pipeline for the account of a Customer.

Seller shall not be required to respond to any OFO that it receives from an interstate pipeline that is not currently providing equivalent quantities and pressures of Gas to Seller, unless Seller is a customer on that pipeline.

18.2 Forms of OFO's. An OFO may:

- (a) direct any Customer to increase/decrease quantities injected or withdrawn or increase/decrease pressures at a Point of Injection/Withdrawal, in accordance with Section 18.4, below; or
- (b) implement verbal arrangements with transporters; or
- (c) enable Seller to take or require any other actions as may be deemed necessary by Seller in its judgment in order to maintain the operational integrity of Seller's storage system.

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

- (a) to alleviate conditions that threaten the operational integrity of Seller's storage system; or
- (b) to maintain minimum necessary pressures for storage operations; or

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

18.4 Condition to Firm Service Agreements.

- (a) Seller may issue an effective OFO to any Customer under Rate Schedule FSS to (1) increase/decrease quantities Tendered to Seller for storage at Customer's Point of Injection, up to Customer's Maximum Daily Injection Quantity; (2) increase/decrease quantities requested to be withdrawn from storage at the Point of Withdrawal, up to Customer's Maximum Daily Withdrawal Quantity. Customer will be required to comply with such OFO within twenty-four (24) hours prior notice.
- (b) Seller will require, as a condition in each firm service Agreement, that Customer guarantee that Seller will have the right to issue an effective OFO to any transporter or owner of Gas being supplied to any Customer, whether such OFO is required to be effectuated at the Point of Injection/Withdrawal. Seller shall issue an OFO pursuant to this Section 18.4(b) only if (1) Customer has elected to grant such authority to Seller for the issuance of all OFO's; or (2) Seller is required to issue the OFO without providing the twenty-four (24) hours notice referenced in Section 18.4(a) above.
- (c) Seller shall develop a rotating schedule of Customers at the Point of Injection/Withdrawal to establish the priority of the Customer that will receive an OFO in the event Seller requires additional supplies.

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

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

- 18.6 Failure to Comply with OFO. If Customer or agent fails to comply with the terms of an OFO, for any reason other than force majeure on an upstream or downstream pipeline, such Customer shall be:
(a) liable for any damages including, but not limited to direct, consequential, exemplary or punitive damages incurred by Seller or any other affected party as a result of such failure. Notwithstanding anything to the contrary in this Section 18.6, if Customer is required to make a nomination pursuant to an OFO, unless critical circumstances dictate otherwise, no damages and/or penalties will be assessed unless Customer is given the opportunity to correct the circumstances giving rise to the OFO.
- 18.7 Seller's Liability for OFO's. Seller shall not be liable to any person for any costs, damages or other liability associated with the issuance of, or the failure to issue, any OFO's, provided, however, Seller shall be liable for acts of negligence or undue discrimination, such standards to be judged in light of the emergency conditions under which OFO's are issued.
- 18.8 Seller's Scheduling Authority. Seller shall have the right to act as a scheduling agent for a Customer's account if (a) the Customer refuses to schedule gas injections or withdrawals as specified by an OFO issued pursuant to Section 18.4(a); or (b) if Seller requires additional quantities in less than the twenty-four (24) hour notice period normally required for an OFO, and the Customer has refused a verbal request to schedule the required quantity of Gas.

7.19 GENERAL TERMS AND CONDITIONS
BILLING ADJUSTMENT FOR RATE SCHEDULES FSS AND ISS WITHDRAWAL PENALTY

19. BILLING ADJUSTMENT FOR RATE SCHEDULES FSS AND ISS WITHDRAWAL PENALTY

19.1 Billing Adjustment. A billing adjustment shall be made to non-offending Customers' bills crediting all revenues from Rate Schedules FSS and ISS Withdrawal Penalties collected by Seller, net of costs. All such revenue shall be generated from the sale of Working Storage Gas retained by Seller ("Penalty Gas"). A pro rata allocation of such revenue will be credited to each non-offending Customer, and will appear on the invoice for the next Month's business following actual receipt by Seller of such revenues. Seller shall have 90 Days from the end of the Month, in which such Penalty Gas was retained, to sell the Penalty Gas. The Penalty Gas shall be sold as near as practical to the market rate existing at the time the Penalty Gas is sold. If sale of Penalty Gas is made to an affiliate of Seller, Seller shall sell such Penalty Gas at no less than the spot market price on the Day of such sale.

19.2 Allocation Base. Customers will receive a pro rata allocation of net penalty revenue, based upon the following allocation base:

- (a) Non-offending Rate Schedule FSS Customers: The Maximum Storage Quantity such Customer had a right to store in the Month withdrawal penalty invoked; and
- (b) Non-offending Rate Schedule ISS Customers: The Average Monthly Storage Volume the Customer stored in the Month withdrawal penalty invoked.

19.3 Monthly Credit. Each Customer will receive a Monthly Credit based upon the formula

$X(Y/Z)$, where:

- X = Total net Penalties collected by Seller in a Month
- Y = The Customer's allocation base derived in accordance with Section 19.2 above; and
- Z = The Sum of all of Customers' allocation bases derived in accordance with Section 19.2 above.

7.20 GENERAL TERMS AND CONDITIONS - FORM OF SERVICE REQUEST

20. FORM OF SERVICE REQUEST (ADRIAN STORAGE FIELD)

Send to: Steuben Gas Storage Company (STEUBEN)
C/O Arlington Storage Corporation
Two Brush Creek Boulevard, Suite 200
Kansas City, MO 64112
Attention: Ron Happach
Phone: (816) 714-5428
Fax: (402) 619-5228

NOTE: A check, if required by Section 4.2 Requests for Storage Service section 2.1, must accompany each Storage Service Request to be valid.

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 STEUBEN IN WRITING.

1. Requestor: (Do not complete if same as Customer, see No. 3 below)

Requestor's Name: _____

2. Is Requestor affiliated with STEUBEN? YES _____ NO _____

If yes, type of affiliation and the percentage of ownership between Steuben and Requestor _____

3. Customer's Name and Address: (Note: The "Customer" is the party which proposes to execute the Storage Agreement with STEUBEN).

Attention: _____ Telephone () _____

Address for _____
Statements _____
& Invoices _____

Attention: _____ Telephone () _____

For All _____
Other Matters _____

Attention: _____ Telephone () _____

Dispatch & Control Representative _____
Telephone () _____ Fax () _____

4. Is Customer affiliated with STEUBEN? YES _____ NO _____
If yes, type of affiliation and the percentage of ownership
between Steuben and Customer _____
5. Customer is a: (Check One)
_____ Local Distribution Company _____ Producer
_____ Intrastate Pipeline Company _____ End-User
_____ Interstate Pipeline Company _____ Marketer/Broker
_____ Other (Describe) _____
6. Customer is Acting: (Check One)
_____ for Itself
_____ as Agent for _____
7. This request is for: (Check One)
_____ Firm Storage Service under Rate Schedule FSS
_____ Interruptible Storage Service under Rate Schedule ISS
8. Requested Storage Demand Withdrawal Quantity (SDWQ) (FSS Only)
_____ Dekatherms per day
9. Requested Maximum Storage Quantity
_____ Dekatherms (Shall not be less than 100,000 Dth, except
for volumes under Section 7 of Rate Schedule FSS.)
10. Point of Injection _____
11. Point of Withdrawal _____
12. Term of Service:
Date service is requested to commence: _____
Date service is requested to terminate: _____

(Agreements for FSS shall commence on April 1 and terminate on
March 31 of any following year)
13. Rate Information:

Does Customer agree to pay the applicable maximum rate(s) for the
service?

_____ Yes _____ No

If no, provide the rate customer will agree to pay for service
requested, which shall not be less than the applicable minimum
rate(s).

FIRM

Deliverability Reservation Rate - Monthly _____
Capacity Reservation Rate - Monthly _____
Injection Commodity Rate _____
Withdrawal Commodity Rate _____

INTERRUPTIBLE

Commodity Rate _____

14. Certified Statement:

By submitting this request, Customer certifies that Customer has or will have by the time of execution of an Agreement with Seller, title to, or the legal right to cause to be delivered to Seller, for Storage, the Gas which is to be stored and facilities or contractual rights which will cause such Gas to be delivered to and received from Seller.

15. Credit Evaluation: as required by Section 4.2 Requests for Storage Service section 2.2(j) of the General Terms and Conditions.

THIS STORAGE SERVICE REQUEST IS HEREBY SUBMITTED
this _____ day of _____, _____.
By _____
Telephone Number () _____

8.0 FORMS OF SERVICE AGREEMENTS

- 8.1 FIRM STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE FSS)

- 8.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(FOR USE UNDER RATE SCHEDULE ISS)

8.1 FORM OF SERVICE AGREEMENT

(For Use Under Seller's Rate Schedule FSS)
(Adrian Storage Field)

THIS AGREEMENT entered into as of the ____ day of _____, 20____, by and between Steuben Gas Storage Company, a New York general partnership, hereinafter referred to as "Seller," and _____, hereinafter referred to as "Customer."

W I T N E S S E T H

WHEREAS, Customer has requested Seller to store Gas on its behalf; and WHEREAS, Seller has sufficient capacity available to provide the Storage Service for Customer on the terms specified herein;

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

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

ARTICLE II - POINT OF INJECTION AND POINT OF WITHDRAWAL

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

ARTICLE III - TERM OF AGREEMENT

This Agreement shall be effective as of the date first above written and shall remain in effect for a primary term commencing April 1, _____ and ending March 31, _____. The term of this Agreement shall automatically be extended beyond its primary term on a year-to-year

basis until terminated by either party upon at least twelve (12) months written notice. Should customer elect to have a lesser amount stored hereunder during any period of extension of the primary term hereof, Customer shall notify Seller of such election in writing not less than twelve (12) months prior to the expiration of said primary term or any extension thereof.

ARTICLE IV - RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule FSS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Sections VI & VII of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:

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

Exhibit A to this Agreement shall specify the Rates and Charges and Additional charges which are applicable. When the level of any Rates and Charges or Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein, in Rate Schedule FSS or in the General Terms and Conditions of Seller's First Revised Volume No. 1 FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.

3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V - NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Steuben Gas Storage Company
Two Brush Creek Boulevard, Suite 200
Kansas City, MO 64112
Attention: Commercial Operations

Customer: _____

ARTICLE VI - INCORPORATION BY REFERENCE

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

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:
2. Replacement Customer.

[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

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

STEUBEN GAS STORAGE COMPANY

By _____

Its _____

(Customer)

By _____

Its _____

EXHIBIT "A"
to Agreement between
Steuben Gas Storage Company (Seller)
and

_____ (Customer)

Dated _____

- I. STORAGE DEMAND INJECTION QUANTITY (dth)
- II. STORAGE DEMAND WITHDRAWAL QUANTITY (dth)
- III. MAXIMUM STORAGE QUANTITY (dth)
- IV. POINT OF INJECTION
- V. POINT OF WITHDRAWAL
- VI. RATES AND CHARGES - Maximum Rates as set forth on Section 2.0
Statement of Rates for Storage of Natural Gas
of this First Revised Volume No. 1 unless
otherwise agreed to.
- VII. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule FSS.

8.2 INTERRUPTIBLE STORAGE SERVICE AGREEMENT
(For Use Under Seller's Rate Schedule ISS)
(Adrian Storage Field)

THIS AGREEMENT entered into as of the ____ day of _____, 20____,
by and between Steuben Gas Storage Company, a New York general partnership,
hereinafter referred to as "Seller," and _____,
hereinafter referred to as "Customer."

W I T N E S S E T H

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

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

NOW, THEREFORE, Seller and Customer agree as follows:

ARTICLE I - STORAGE SERVICE

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

ARTICLE II - POINT OF INJECTION AND POINT OF WITHDRAWAL

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

ARTICLE III - TERM OF AGREEMENT

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

ARTICLE IV - RATE SCHEDULE AND CHARGES

1. Each Month, Customer shall pay Seller for the service hereunder, an amount determined in accordance with Seller's Rate Schedule ISS and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff, First Revised Volume No. 1, as filed with the Commission. Such Rate Schedule and General Terms and Conditions are incorporated by reference and made a part hereof. Section VI and VII of Exhibit A hereto sets forth the applicable information as follows, which shall be utilized for transactions hereunder:
 - (a) Rates and Charges
 - (b) Additional charges which are applicable.

Exhibit A to this Agreement shall specify the Rates and Charges and Additional charges which are applicable. When the level of any Rates and Charges or Additional charges is changed pursuant to Commission authorization or direction, Seller may unilaterally effect an amendment to Exhibit A to reflect such change(s) by so specifying in a written communication to Customer.

2. Seller may seek authorization from the Commission and/or other appropriate body for such changes to any rate(s) and terms and conditions set forth herein, in Rate Schedule ISS or in the General Terms and Conditions of Seller's First Revised Volume No. 1 FERC Gas Tariff, as may be found necessary to assure Seller just and reasonable rates. Nothing herein contained shall be construed to deny Customer any rights it may have under the Natural Gas Act, as amended, including the right to participate fully in rate proceedings by intervention or otherwise to contest Seller's filing in whole or in part.
3. Further Agreement:

(Write None or specify the agreement).

ARTICLE V - NOTICE

Except as may be otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement or any notice which a party may desire to give the other shall be in writing and mailed by regular mail, effective as of the postmark date, to the post office address of the party intended to receive the same, as the case may be, as follows:

Seller: Steuben Gas Storage Company
Two Brush Creek Boulevard
Kansas City, MO 64112
Attention: Commercial Operations

Customer: _____

ARTICLE VI - INCORPORATION BY REFERENCE

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

ARTICLE VII - MISCELLANEOUS

1. This Agreement supersedes and cancels the following contract between the parties hereto effective _____:
2. Replacement Customer.

[If Customer is a Replacement Customer, state identity of Releasing Customer and Contract Number under which capacity is released. The offer of release issued by the Releasing Customer is incorporated herein by reference.]

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

STEUBEN GAS STORAGE COMPANY

By _____

Its _____

(Customer)

By _____

Its _____

EXHIBIT "A"
to
Agreement between
Steuben Gas Storage Company (Seller)
and
_____ (Customer)
Dated _____

- I. MAXIMUM DAILY INJECTION QUANTITY (dth)
- II. MAXIMUM DAILY WITHDRAWAL QUANTITY (dth), which shall be: the greater of one thirtieth (1/30) of the Working Storage Gas as of the last Day of the prior Month or one thirtieth (1/30) of the Working Storage Gas as of the date that Seller notifies Customer that it must withdraw all of its Working Storage Gas within forty-five (45) days.
- III. MAXIMUM STORAGE QUANTITY (dth)
- IV. POINT OF INJECTION
- V. POINT OF WITHDRAWAL
- VI. RATES AND CHARGES - Maximum Rates as set forth on Section 2.0 Statement of Rates for Storage of Natural Gas of this First Revised Volume No. 1 unless otherwise agreed to.
- VII. ADDITIONAL CHARGES - pursuant to Section 5 of Rate Schedule ISS.