

5. QUALITY OF GAS

The provisions set forth in this Section 5 shall apply to all gas received or delivered by Pipeline.

5.1 Natural or Artificial Gas

The gas received or delivered by Pipeline hereunder shall be a combustible gas consisting wholly of, or a mixture of:

- (A) Natural gas of the quality and composition produced in its natural state except that the Pipeline may extract or permit the extraction of any of the constituents thereof except methane.
- (B) Gas generated by vaporization of Liquefied Natural Gas (LNG).
- (C) Manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil and gas fields with physical properties such that when the artificial pipeline gas is commingled with natural gas, the two become indistinguishable.

5.2 Total Heating Value and Wobbe Number

- (A) The gas shall have a total heating value of not less than 967 nor greater than 1110 Btu per cubic foot of dry gas at a temperature of 60 degrees Fahrenheit and under a pressure of 14.73 psia. The gas shall have a Wobbe Number of not less than 1314 nor greater than 1400 (calculated using Total Heating Value (THV)), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit based on the following mathematical definition and in accordance with Section 7 of these GT&C:

$$\text{THV} / \text{Sqrt SGas}$$

Where:

THV = Total Heating Value (Btu/standard cubic feet)

SGas = Specific Gravity

Sqrt = Square Root of

- (B) Both the total heating value at any time, for purposes of determining compliance with GT&C Section 5.2(A), and the average total heating value for any billing period shall be determined by gas chromatographic analysis using GPA 2172/API MPMS 14.5 factors or any revision thereof, or by other methods mutually agreed upon by Customer and Pipeline.

5.3 Composition

(A) Solids:

The gas shall be commercially free, under continuous gas flow conditions, from objectionable odors, solid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operations of the pipelines, compressor stations, meters, regulators or other appliances through which it flows.

(B) Oxygen:

The gas shall not have an uncombined oxygen content in excess of one-tenth (0.1) of one percent (1%) by volume.

(C) Non-Hydrocarbon Gas:

The gas shall not contain more than four percent (4%) by volume, of a combined total of carbon dioxide and nitrogen; it being understood, however, that the total carbon dioxide content shall not exceed two percent (2%) by volume, and the total combined nitrogen and oxygen content shall not exceed two and three quarters percent (2.75%) by volume.

(D) Liquids:

The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered, and receipts of gas shall meet any applicable requirements established pursuant to Section 5.9.

(E) Hydrogen Sulfide:

The gas shall not contain more than one-half (0.5) grain (8 ppm) of hydrogen sulfide per one-hundred (100) cubic feet.

(F) Total Sulphur:

The gas shall not contain more than five(5) grains of total sulphur per one-hundred (100) cubic feet.

(G) Temperature:

The gas shall not have a temperature of more than one-hundred twenty degrees (120 degrees) Fahrenheit.

(H) Water Vapor:

The gas shall not contain in excess of seven (7) pounds of water vapor per million cubic feet.

(I) Non-Methane Hydrocarbons:

The gas shall not consist of more than twelve percent (12.0%) ethanes and heavier hydrocarbons (C2+) by volume, nor shall the gas consist of more than one and one half percent (1.5%) butanes and heavier hydrocarbons (C4+) by volume.

(J) Liquefiable Hydrocarbons:

Pipeline shall accept delivery of gas with a C6+ content equal to or less than 0.032 GPM, provided that such gas satisfies all other applicable provisions of Pipeline's FERC Gas Tariff. This Standard shall be referred to as Pipeline's Liquefiable Hydrocarbons Safe Harbor, and the Liquefiable Hydrocarbons Safe Harbor correlates to a cricondentherm hydrocarbon dewpoint of approximately 15 degrees Fahrenheit. Absent a Liquefiable Hydrocarbon Problem, as defined in Section 1 of these General Terms and Conditions, Pipeline shall accept delivery of gas with a C6+ content greater than 0.032 GPM, provided that such gas satisfies all other applicable provisions of Pipeline's FERC Gas Tariff.

(K) Microbiological Agents:

The gas shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems. Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline and Customer which is currently available or may become available at any time.

(L) Nitrogen Exemption:

- (i) Pipeline shall accommodate receipts of gas that have a combined nitrogen and oxygen content in excess of the limit specified in GT&C Section 5.3(C) if the following conditions are met:
 - (a) such gas would be received at a Receipt Point(s) on Pipeline's system:

- (1) at, or east of, MP 1171.86 Line 2, on the discharge side of the Uniontown Compressor Station, and at or west of MP 1277.87 Line 2, on the suction side of the Chambersburg Compressor Station; or
 - (2) at, or downstream of MP 357.15 Line 16, on the discharge side of the Mont Belvieu Compressor Station, and at or upstream of MP 127.14 Line 14, on the suction side of the Opelousas Compressor Station;
 - (b) Pipeline determines that commingling opportunities exist sufficient for Pipeline to deliver gas that does not exceed the combined nitrogen and oxygen limit specified in GT&C Section 5.3(C) to markets: (1) east of the Eagle compressor Station (MP 1389.21 Line 2) with respect to receipts under 5.3(L)(i)(a)(1) above, or (2) downstream of the New Roads facilities (MP 177.72 Line 14) with respect to receipts under 5.3(L)(i)(a)(2) above; and
 - (c) such gas otherwise meets the specifications in GT&C Section 5.
- (ii) Pipeline shall not be obligated to meet the combined nitrogen and oxygen limit specified in GT&C Section 5.3(C) for deliveries on the lateral pipeline facilities connecting Leidy Storage, as defined in GT&C Section 5.3(M) below, to the mainline near Perulack, Pennsylvania, but Pipeline shall be obligated to meet such limit for deliveries on the mainline downstream of the discharge side of the Perulack compressor station.
 - (iii) Notwithstanding any of the foregoing in this Section 5.3(L), in no event shall Pipeline be obligated to accommodate receipts of gas pursuant to this GT&C Section 5.3(L) that contain more than three and one half percent (3.5%) total combined nitrogen and oxygen by volume.
 - (iv) Pipeline shall implement this GT&C Section 5.3(L) through scheduling during the Timely Nomination Cycle pursuant to GT&C Section 4.
 - (a) Pipeline will schedule nominations on a pro rata basis at receipt points receiving combined nitrogen and oxygen in excess of two and three quarters percent (2.75%) by volume, as Pipeline determines is necessary, in its reasonable discretion, to achieve a commingled stream that

will not exceed the combined nitrogen and oxygen limit specified in GT&C Section 5.3(C), as applicable, at the relevant Compressor Station listed above in subsection (i)(b).

- (b) As between multiple Receipt Points with such nominations described in subsection (iv)(a) above, Pipeline will prorate the Receipt Points in a manner that takes into account the aggregate level of the combined nitrogen and oxygen and the quantity nominated, which methodology will be consistently applied.
- (v) Once gas is scheduled pursuant to this GT&C Section 5.3(L), Pipeline will not alter the scheduled and flowing volumes of such gas within the Day merely to address a failure of such gas to be commingled as contemplated at the time of scheduling. If such a failure occurs, Pipeline will modify its model for making future determinations regarding projected commingling as reasonably required and as expeditiously as reasonably practicable, in a reasonable effort to prevent such failures from occurring in the future. Notwithstanding the foregoing sentence, Pipeline will take action intraday if the actual constituent levels in the receipts exceed those levels specified in subsection (iii).

(M) C2+ Exemption:

- (i) The following definitions will apply to this section 5.3(M):
 - (a) Control Point – a specific location on Pipeline’s system where the gas quality and interchangeability of the commingled stream downstream of such point can be altered by scheduling the flow of gas into a geographical area upstream of such point. The Control Point is located at the discharge side of the Uniontown, Pennsylvania compressor station.
 - (b) Control Zone – the area on Pipeline’s system between the discharge of the Berne, Ohio compressor station and the Control Point at the Uniontown, Pennsylvania compressor station. The Control Zone includes the Crayne Farm system, the 22-mile segment upstream of the Holbrook Compressor Station, and all other existing and future receipt points within this defined geographic area.
 - (c) Leidy Storage – the Leidy and Tamarack storage facilities near Leidy, Pennsylvania jointly owned by Pipeline, Dominion

Transmission, Inc. (“DTI”), and Transcontinental Gas Pipe Line Company, LLC.

- (d) Leidy Storage Point – the interconnection between Leidy Storage and Pipeline’s wholly-owned facilities.
 - (e) M3 Monitoring Point(s) - The locations for the M3 Monitoring Points are as follows. Pipeline will establish the M3 Monitoring Points to monitor gas at Lambertville, New Jersey and Eagle, Pennsylvania (to account for the north and south legs of Pipeline’s system through Pennsylvania and resulting potential impacts to downstream market areas).
 - (f) Oakford Storage Complex - includes only the following meters: Oakford (Meter Numbers 76082 and 70082), South Oakford (Meter Number 71655), and Gateway (Meter Number 73699).
- (ii) Control Zone Gas Quality. Notwithstanding GT&C Sections 5.2(A) and 5.3(I), Pipeline will allow gas that contains no more than 17% C2+, a total heating value no greater than 1150 Btu, and a Wobbe Index Number of no greater than 1430, with no volume limit tied to the quality of the gas, to enter the system in the Control Zone, subject to the condition that Pipeline will schedule nominations in the Control Zone in a manner targeted to achieve a commingled gas stream by the Control Point that contains no more than 12% C2+, a total heating value of no greater than 1110 Btu/scf, and a Wobbe Index Number of no greater than 1400 by such point, and subject to the further condition that such gas otherwise meets the specifications in this Section 5. If Pipeline anticipates that the commingled gas stream on the next Gas Day will exceed the target of 12% C2+ at the Control Point, Pipeline shall schedule nominations of gas within the Control Zone between Berne, Ohio and Uniontown (including Crayne Farm) in the following manner:
- (a) First Nomination Reductions: Pipeline will prorate all nominations that are anticipated to exceed 14% C2+. Any such nominations will be reduced by Pipeline on a pro rata basis (volumetrically) across all such nominations in the Control Zone. Such nominations shall be reduced to zero before Pipeline proceeds to the Second Nomination Reductions.
 - (b) Second Nomination Reductions: To the extent the gas stream is still anticipated to exceed the target of 12% C2+ at the Control Point on the next Gas Day, Pipeline will prorate all nominations that are anticipated to exceed 12% C2+ and have not already been subject to prorationing pursuant to the First Nomination

Reductions step above. Any such nominations will be reduced by Pipeline on a pro rata basis (volumetrically) across all such nominations in the Control Zone.

- (c) Once gas is scheduled pursuant to this GT&C Section 5.3(M)(ii), Pipeline will not alter the scheduled and flowing volumes of such gas within the Day merely to address a failure of such gas to be commingled as contemplated at the time of scheduling. If such a failure occurs, Pipeline will modify its model for making future determinations regarding projected commingling as reasonably required and as expeditiously as reasonably practicable, in a reasonable effort to prevent such failures from occurring in the future.

(iii) Downstream of Uniontown.

- (a) *Oakford Storage Complex.* Pipeline will allow gas with C2+ levels of up to 13% at interconnections between DTI and Pipeline at the Oakford Storage Complex, subject to the condition that such gas otherwise meets the specifications in this Section 5. Such receipts by Pipeline are further subject to the following scheduling mechanism.

1. In the event that (i) Pipeline has notified DTI because the C2+ content at the M3 Monitoring Points has exceeded 12%, as provided by the Stipulation and Agreement in Docket No. RP10-30, and (ii) after 24 hours have elapsed from the time that Pipeline has notified DTI, Pipeline anticipates that, notwithstanding the efforts taken by DTI pursuant to the Stipulation and Agreement in Docket No. RP10-30, the gas tendered to Pipeline at any receipt point at the Oakford Storage Complex will exceed 12% C2+, then Pipeline has the right to schedule receipts according to subsection (iii)(a)(2) below, in anticipation that such gas has a higher C2+ content than the C2+ content of gas from other sources.
2. If the conditions in subsection (iii)(a)(1) above are met, Pipeline shall have the right to schedule down at any receipt point from the Oakford Storage Complex for the next Gas Day such that only volumes attributable to storage withdrawals are received into Pipeline's system.
3. Pipeline shall have the right to continue scheduling down such receipts according to this subsection (iii)(a) until the

C2+ content of the gas stream at the M3 Monitoring Points has been at or below 12% for 72 consecutive hours, at which time Pipeline will no longer schedule down the receipts at the Oakford Storage Complex starting at the beginning of the next Gas Day in the manner contemplated herein.

4. The agreements that will not be subject to this scheduling process in this subsection (iii)(a) are listed and described in Section 1.2 and Exhibit 5 of the Stipulation and Agreement in Docket No. RP10-30.
- (b) *Leidy Storage.* Pipeline will allow gas with C2+ levels in excess of 12% at interconnections between DTI and Pipeline at the Leidy Storage Point, subject to the condition that such gas otherwise meets the specifications in this Section 5. Such receipts by Pipeline are further subject to the following scheduling mechanism.
1. In the event that (i) Pipeline has notified DTI because the C2+ content at the M3 Monitoring Points has exceeded 12%, as provided by the Stipulation and Agreement in Docket No. RP10-30, and (ii) after 24 hours have elapsed from the time that Pipeline has notified DTI, Pipeline anticipates that, notwithstanding the efforts taken by DTI pursuant to the Stipulation and Agreement in Docket No. RP10-30, the gas tendered to Pipeline at any receipt point at the Leidy Storage Point will exceed 12% C2+, then Pipeline has the right to schedule receipts according to subsection (iii)(b)(2) below, in anticipation that such gas has a higher C2+ content than the C2+ content of gas from other sources.
 2. If the conditions in subsection (iii)(b)(1) above are met, Pipeline shall have the right to schedule down at the Leidy Storage Point for the next Gas Day such that only volumes attributable to storage withdrawals are received into Pipeline's system.
 3. Pipeline shall have the right to continue scheduling down such receipts according to this subsection (iii)(b) until the C2+ content of the gas stream at the M3 Monitoring Points has been at or below 12% for 72 consecutive hours, at which time Pipeline will no longer schedule down the receipts at the Leidy Storage Point starting at the beginning

of the next Gas Day in the manner contemplated herein.

4. The agreements that will not be subject to this scheduling process in this subsection (iii)(b) are listed and described in Section 1.2 and Exhibit 5 of the Stipulation and Agreement in Docket No. RP10-30.
- (c) *M3 Monitoring Points Exceeding 12% C2+ Due to Oakford Storage Complex or Leidy Storage Receipts.* In light of the gas quality specifications related to C2+ for receipts into Pipeline at the Oakford Storage Complex referred to in the first paragraph of subsection (iii)(a) above and for receipts into Pipeline at the Leidy Storage Point referred to in the first paragraph of subsection (iii)(b) above, from time to time system operations may result in the gas stream at the M3 Monitoring Points exceeding a 12% C2+ content.
1. Pipeline will send an automatic email notice to LINK® System Subscribers that have requested such notice when the C2+ content of the commingled gas stream at the discharge side of the Perulack, Pennsylvania compressor station exceeds 12%.
 2. The gas stream at the M3 Monitoring Points shall contain a C2+ content no higher than the greater of: (A) the C2+ content attributable to receipts at the Oakford Storage Complex and the Leidy Storage Point, or (B) 12%.
- (d) Other than at the Oakford Storage Complex and at Leidy Storage as described above, Pipeline shall not be obligated to accept gas that exceeds 12% C2+ at receipt points downstream of Uniontown.
- (iv) Pipeline shall implement this Section 5.3(M) through scheduling during the Timely Nomination Cycle pursuant to GT&C Section 4.

N. East Texas Exemption:

- (i) Pipeline will allow gas with up to 3% CO₂ (and corresponding Wobbe Index Number as low as 1280) to enter the system:
 - (a) between Joaquin and Blessing including the Castor Lateral (“East Texas Exemption Area”),
 - (b) So long as the gas stream is commingled to 2% CO₂ or lower (and a corresponding Wobbe Index Number of 1314 or higher) at the discharge side of the Joaquin compressor station (only when gas is

flowing north to Longview) and the discharge side of the Angleton compressor station, and

- (c) as long as interconnecting transmission pipelines in the East Texas Exemption Area are not refusing to accept such gas from Pipeline due to CO₂ content in excess of 2%.
- (ii) Receipts in the East Texas Exemption Area must otherwise meet the specifications in this Section 5.
 - (iii) If Pipeline anticipates either or both of: (aa) that the commingled gas stream at either Joaquin or Angleton on the next Gas Day will exceed the limit of 2% CO₂, and (bb) that an interconnecting transmission pipeline within the East Texas Exemption Area will refuse to accept the nomination of gas from Pipeline at the interconnect due to CO₂ in the gas stream in excess of 2%, then in either or both events, Pipeline shall have the right to restrict receipts of gas within the East Texas Exemption Area by scheduling nominations on a pro rata basis (volumetrically) across receipts in the East Texas Exemption Area (but only to the extent that such scheduling will mitigate the restriction at Joaquin, Angleton or the interconnecting pipeline, as applicable), in the following order:
 - (a) First, to the extent that the restriction is due (partially or entirely) to the event contemplated in subpart (bb) above, Pipeline will prorate all nominations at receipt points (including, without limitation, receipts from points that are identified below as Flowing Points) that are anticipated to exceed 2% CO₂ within the East Texas Exemption Area on contracts that are nominated to deliver to the interconnecting pipeline.
 - (b) Second, in the event that the scheduling of nominations at receipt points as contemplated in subsection (iii)(a) above is insufficient to create a gas stream with a CO₂ content not in excess of 2% at the interconnecting pipeline (subpart (bb) above) or at either Joaquin or Angleton (subpart (aa) above), Pipeline will prorate all nominations at receipt points that are anticipated to exceed 2% CO₂ within the East Texas Exemption Area from receipt points not identified below as Flowing Points.
 - (c) Third, in the event that the scheduling of nominations at receipt points as contemplated in subsections (iii)(a) and (b) above is insufficient to create a gas stream with a CO₂ content not in excess of 2% at the interconnecting pipeline (subpart (bb) above) or at either Joaquin or Angleton (subpart (aa) above), Pipeline will prorate nominations at the receipt points within the East Texas

Exemption Area that are identified below as Flowing Points and that are anticipated to exceed 2% CO₂; provided, for the period extending until the end of the Gas Day on October 31, 2012, nominated quantities with respect to a receipt point in the East Texas Exemption Area up to the applicable Base Quantity for the receipt point (as determined pursuant to GT&C Section 5.3(N)(viii) below) shall not be subject to the scheduling contemplated in this clause (iii)(c).

- (iv) If Pipeline is implementing the foregoing scheduling provisions in order to schedule nominations for delivery into an interconnecting pipeline (subpart (bb) above), Pipeline will schedule down nominations for receipt points only to the extent necessary to achieve a gas stream in its system at the interconnecting pipeline targeted to not exceed the greater of 2% CO₂ or the CO₂ content specified in the tariff of the interconnecting pipeline. To the extent that the interconnecting pipeline refuses to receive gas from Pipeline unless the gas stream is below 2% CO₂, the other applicable scheduling provisions contained in Section 4 above shall control scheduling at that point.

(v) The following points are “Flowing Points”:

Meter No.	Meter Name	Maximum Quantity (Dth/d)	Base Quantity (Dth/d) Through 10/31/2012
73328	Petrochem – Bossier Parish, Louisiana	8,500	3,500
73608	Common Resources – Central Point Gathering	20,000	18,000
73627	Common Resources – Central Point Gathering	10,000	8,300
73510	Devon Energy – Shelby County, Texas	9,000	0
73547	Devon Energy – Shelby County, Texas	16,000	0
73277	Magnum Producing & Operating	350	50
73391	Famcor Oil – San Jacinto County, Texas	2,800	0
73652	Devon Energy – Warr Gathering	4,400	3,000
73546	Devon Energy – Shelby County, Texas	52,000	25,000
73641	Noble Energy – Harris/Yates	13,000	5,000
73635	Chesapeake Energy – Mansfield	45,000	24,000
73649	Chesapeake Energy - Carzenava	4,000	1,500

(vi) With respect to each Gas Day during the period in which the East Texas Exemption is in effect, any quantity of gas that flows in excess of the referenced Maximum Quantity on such Day shall not be considered as gas flowing from a Flowing Point during the Gas Day for purposes of the scheduling process discussed in subsection (iii)(c) above. Each referenced

Base Quantity is a subset of the Maximum Quantity for the applicable Flowing Point.

- (vii) To the extent that a company is the receipt point operator at a Flowing Point(s) in the segment of the system extending from Joaquin north to the terminus of the Castor line (“Joaquin-Castor”) or at a Flowing Point(s) in the segment of the system extending from Joaquin south to Blessing (“Joaquin-Blessing”), the company shall have the right to reallocate its aggregate Maximum Quantity in the applicable segment among the receipt points in such applicable segment, for which it is the receipt point operator (and each such receipt point, up to the Maximum Quantity allocated to the receipt point, shall be deemed to be a Flowing Point for all purposes of the scheduling process discussed above in GT&C Section 5.3(N)(iii)), subject to the other nomination and scheduling provisions contained in GT&C Section 4 above.
 - (viii) For purposes of determining the Base Quantities for the scheduling process described above in GT&C Section 5.3(N)(iii), a receipt point operator shall have the right to allocate its aggregate Base Quantity for the Joaquin-Castor segment or the Joaquin-Blessing segment (for each segment, such aggregate Base Quantity shall be equal to the sum of all Base Quantities reflected above for the Flowing Points operated by the receipt point operator in the segment), as applicable, for each Gas Day among the receipt points operated by the receipt point operator in the applicable segment.
 - (ix) Pipeline shall not apply the scheduling process described in GT&C Section 5.3(N)(iii) if, in Pipeline’s reasonable determination, Customer’s gas will be treated at some point within the East Texas Exemption Area such that Customer’s volume of receipts anticipated to be above 2% CO₂ prior to treating will be at or below 2% CO₂ after treating (assuming that the shipper’s gas is the only gas flowing in the relevant segment).
 - (x) Pipeline shall implement this GT&C Section 5.3(N) through scheduling during the Timely Nomination Cycle pursuant to GT&C Section 4.
- 5.4 Pipeline shall have the right, after either written or electronic notice to Customer, to refuse to accept all or any portion of gas tendered for Customer's account to Pipeline if: (i) such gas shall fail at any time to conform to any of the specifications set forth in this Section 5 and such gas is not subject to an effective exemption or waiver of the specifications that the gas fails to meet or (ii) such gas, in Pipeline's reasonable judgment, may cause harm to Pipeline's facilities. In the event Pipeline refuses to accept gas tendered by Customer because such gas does not conform to the specifications set forth herein, Customer shall not be relieved of its obligation to pay any Reservation Charge provided for in

Customer's service agreement. If the gas tendered by Pipeline for Customer's account shall fail at any time to conform to any of the specifications set forth in this Section 5 then Customer shall notify Pipeline of such deficiency and may, at its option, refuse to accept delivery pending correction by Pipeline.

- 5.5 (A) Notwithstanding the requirements set forth in this Section 5, Pipeline may allow Customer to tender for service or cause to be tendered, pursuant to an executed service agreement under Pipeline's rate schedules, gas which does not when injected into Pipeline's pipeline meet the quality specifications set forth in this Section 5; provided that Pipeline's acceptance of such gas shall not adversely impact Pipeline's system facilities or operations, and provided that Customer tenders or causes to be tendered written assurance in form and substance satisfactory to Pipeline that Customer shall process or cause to be processed such gas at the nearest downstream processing plant, and provided further, that once such gas has been processed the commingled gas stream on the outlet side of the processing plant shall be compliant with the quality specifications set forth in this Section 5. Pipeline shall implement this Section 5.5(A) on a non-discriminatory basis. Customer tendering or causing to be tendered such gas, not Pipeline or Pipeline's other Customers, shall be obligated to bear the costs of such processing. In the event that Customer is unwilling to provide Pipeline written assurance that Customer has the contractual rights to process such gas and that Customer or its designee will in fact process or cause such gas to be processed, Pipeline shall have no obligation to allow Customer to tender such gas and Customer shall have no right to tender such gas. In the event that Pipeline's acceptance of such gas under this Section 5.5(A) results in the diminution in quality, quantity or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Pipeline's system shall be liable for any damage caused thereby and such Customer shall indemnify and hold Pipeline harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Pipeline for any damage resulting from Pipeline's negligence or willful misconduct in its handling of the gas pursuant to this Section 5.5(A).
- (B) Notwithstanding the requirements set forth in this Section 5, Pipeline may grant a waiver to allow Customer to tender or cause to be tendered gas which does not, when injected into Pipeline's facilities, meet the quality specifications set forth in Section 5; provided that acceptance of such gas shall not adversely affect Pipeline's system facilities or operations, and further provided that once such gas has been blended, to the extent blending occurs, the commingled gas stream at any delivery point on Pipeline's system shall be compliant with the quality specifications set forth in Section 5. Pipeline shall post on the LINK® System any waiver pursuant to this Section 5.5(B). Pipeline shall implement this Section

5.5(B) on a non-discriminatory basis and may cancel any such waiver at any time if necessary to assure that the commingled gas stream is compliant with the quality specifications set for the in Section 5 at any delivery point on Pipeline's system.

(C) Gas Quality Phase-In of Existing Production

(i) The exemption contained in this Section 5.5(C) only applies to the receipt meters listed in subsection (ii)(a) below ("Exempt Receipts").

(ii) Pipeline will schedule all or any portion of nominations for Exempt Receipts submitted during the Timely Nomination Cycle only to the extent all three of the following conditions are met:

(a) such Exempt Receipts enter Pipeline's system at one or more of the following qualified receipt meter facilities ("Exempt Receipt Points"), and at or below the indicated volumes and within the indicated Constituent Limits:

Meter Facility	Volume	Constituent Limits
73512 CNX Gas - Green Hill Field	30,000 Dth/d	CO2 up to 3%; lower Wobbe limit of 1285
73610 CNX Gas - Locust Rd	60,000 Dth/d	CO2 up to 3%; lower Wobbe limit of 1285
73671 CNX Gas – McQuay 2	100,000 Dth/d	CO2 up to 3%; lower Wobbe limit of 1285
72428 Somerset Gas - Casey County, KY	15,000 Dth/d	Upper Wobbe limit of 1470; C2+ 23%; BTU 1250
71503 Henderson Petroleum - SW Lake Boeuf	500 Dth/d	CO2 up to 3%
72592 TransTexas – Nueces County, TX	65,000 Dth/d	CO2 up to 3%
73283 Union Petroleum -	3,000 Dth/d	CO2 up to 3%
73645 AOE/Pettus Gathering - Goliad, TX	1,200 Dth/d	CO2 up to 3%

(b) Pipeline determines, based on nominations submitted in the Timely Nomination Cycle and in Pipeline's reasonable discretion, exercised on a not unduly discriminatory basis, that commingling opportunities will exist for all or part of the Exempt Receipts sufficient for Pipeline to make deliveries of gas at the next downstream delivery point that

- comply with the requirements in GT&C Section 5.2(A), 5.3(C), and 5.3(I); and
- (c) such Exempt Receipts otherwise meet the currently effective specifications set forth in GT&C Section 5.
- (iii) Notwithstanding the foregoing, Pipeline may decline to schedule Exempt Receipts if such Exempt Receipts will, in Pipeline's reasonable determination, interfere with the operational integrity or reliability of Pipeline's system. Any such Exempt Receipts will be rejected by Pipeline scheduling nominations on a pro rata basis across all points to the extent such receipts are contributing the constituent outside the tariff limits that is causing such operational integrity or reliability issue, as Pipeline determines is necessary, in its reasonable discretion, in order to resolve such issue. Pipeline will conduct any such prorationing in a manner that will take into account the aggregate level of the constituent that is outside the tariff limit and the volume, which methodology will be consistently applied.
 - (iv) This exemption will terminate, relative to any Exempt Receipt Point: (i) that is permanently taken out of service, (ii) at which gas ceases to flow for 90 or more days in any 180 day period for reasons other than force majeure, (iii) at which GT&C Section 5.5(C)(v) below applies for 90 or more days in any 180 day period, or (iv) at which Pipeline declined to schedule the entire nomination for Exempt receipts pursuant to GT&C Section 5.5(C)(iii) above for 90 or more days in any 180 day period.
 - (v) On any day, if any of the Exempt Receipts fails to meet any of the conditions contained in subsection (ii) above, GT&C Section 5.4 shall apply to such Exempt Receipts as if no effective exemption applies to the receipts.
- 5.6 Notwithstanding the requirements set forth in Section 5.5(A), Pipeline, at any time and from time to time, shall have the right, either by written or electronic notice to Customer, to arrange for any necessary processing of Customer's quality deficient gas tendered to Pipeline to ensure such gas meets the minimum quality specifications set forth in this Section 5. Pipeline shall bill the applicable Customer and such Customer shall pay Pipeline for all costs incurred by Pipeline relating to the processing of the Customer's gas as necessary to ensure that Pipeline fully recovers such costs and applicable carrying charges. Pipeline shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed gas.

- 5.7 Pipeline shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered may not be the same molecules as those received at the Point of Receipt. To the extent Customer or any other party elects not to exercise its rights, if any, to process gas for the removal of liquids and liquefiable hydrocarbons, Pipeline shall have the unqualified right to process such gas for the purpose of removing, among others, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Pipeline. Prior to July 1, 1993, Pipeline must be advised, by the Customer or any other party electing to exercise their rights, of an initial election to process gas for the removal of liquids and liquefiable hydrocarbons. Effective on October 1, 1993 and thereafter, the Customer or such other party may prospectively change its election by providing Pipeline at least thirty (30) days prior written notice of such changed election; provided, however, such changed election shall remain in effect for a minimum of three (3) months, and provided further, that such changed election shall be effective on the first day of the month after the thirty (30) day notice period. For any period for which the processing election is exercised, the Customer or other applicable party shall be obligated to perform such processing for all relevant gas quantities during such period. The quantities of gas delivered hereunder at the Point(s) of Delivery shall be thermally equivalent to the quantities of gas received at the Point(s) of Receipt for transportation less Applicable Shrinkage and, if applicable, any reduction due to processing.
- 5.8 Pipeline and Customer may agree, or governmental authorities may require, that the gas be odorized by use of a malodorant agent of such character as to indicate by a distinctive odor the presence of gas. Whenever odorized gas is delivered, the quality and specifications, as set forth in this Section 5 of such gas shall be determined prior to the addition of malodorant or with proper allowance for changes or additions due to such malodorant. Such odorization of the gas by the Pipeline, unless otherwise mutually agreed by Customer and Pipeline, shall be for the purpose of detection of the gas only during the time, prior to delivery to the Customer, when in possession of the Pipeline. Pipeline and Customer may agree from time to time, to allow Customer to deliver odorized gas to Pipeline. Pipeline shall not be obligated to receive such odorized gas from Customer when such receipt may, in Pipeline's sole discretion, be detrimental to Pipeline's system operations.
- 5.9 Liquefiable Hydrocarbon Postings
- Liquefiable Hydrocarbon Limits: If Pipeline reasonably believes, based on available data, that there is a Liquefiable Hydrocarbon Problem and Pipeline reasonably believes, based on available data, that a limit on Liquefiable Hydrocarbons is operationally necessary, Pipeline shall post on its Web site a limit on Liquefiable Hydrocarbons (no lower than the Liquefiable Hydrocarbons

Safe Harbor) for receipts on specified Monitoring Segments to cure or prevent hydrocarbon liquid fallout ("Liquefiable Hydrocarbon Limit").

- (A) Location: Pipeline shall establish such Liquefiable Hydrocarbon Limits at the point where liquid fallout occurs or is anticipated to occur if known and then to the receipt points upstream of that location within the Monitoring Segment where the fallout is occurring, or to the entire Monitoring Segment if the point of liquid fallout or anticipated fallout is not known. If that will not correct the Liquefiable Hydrocarbon Problem, Pipeline shall apply Liquefiable Hydrocarbon Limits for each Monitoring Segment immediately upstream of the Monitoring Segment where the liquid fallout occurs up to the nearest Monitoring Point that satisfies the Liquefiable Hydrocarbon Limit.

- (B) Application: Any such Liquefiable Hydrocarbon Limit shall be applied uniformly to all receipt points in such Monitoring Segments upstream of the point where liquid fallout occurs or is anticipated to occur if known or uniformly to all receipt points in the entire such Monitoring Segment if the point of liquid fallout or anticipated fallout is not known. Pipeline's analysis and posting of Liquefiable Hydrocarbon Limits shall not skip over any Monitoring Segment between the Liquefiable Hydrocarbon Problem and the furthestmost upstream Monitoring Segment to which a Liquefiable Hydrocarbon Limit is posted. Pipeline shall post Liquefiable Hydrocarbon Limits in a given Monitoring Segment only to the extent necessary, in Pipeline's reasonable determination, to prevent or cure a Liquefiable Hydrocarbon Problem. Such posted Liquefiable Hydrocarbon Limits shall remain in effect no longer than necessary.

Pipeline will consider, as one factor to be considered among all relevant operational factors, the seasonal nature of storage injections and withdrawals when setting Liquefiable Hydrocarbon Limits in the Monitoring Segment that includes Uniontown, Pennsylvania, and Lambertville, New Jersey, and sequential Monitoring Segments upstream as necessary. During the injection season, Pipeline shall set any such Liquefiable Hydrocarbon Limits (in a non-discriminatory manner as set forth in Section 5.9(A)) so that if such gas is injected into storage, such gas could be withdrawn from storage during the winter withdrawal season (November – March) without creating an undue risk of a Liquefiable Hydrocarbon Problem given Pipeline's reasonable projections about the operations of its system during the winter withdrawal season and Pipeline's reasonable determination that any gas withdrawn from storage during the winter withdrawal season, when commingled with other gas on the system, will not cause a Liquefiable Hydrocarbon Problem at any delivery point downstream of any Monitoring Point. In the event Pipeline experiences or reasonably anticipates a Liquefiable Hydrocarbon Problem

during the winter withdrawal season, Pipeline shall set (in a non-discriminatory manner as set forth in Section 5.9(A)) any Liquefiable Hydrocarbon Limits in the Monitoring Segment where the Liquefiable Hydrocarbon Problem exists or is reasonably anticipated to exist, and sequential Monitoring Segments upstream as necessary, in a manner that maximizes deliveries to the extent possible in order to meet firm obligations, consistent with the design of the system.

- (C) Notice: Pipeline will provide as much notice of such a Liquefiable Hydrocarbon Limit as reasonably practicable, via Pipeline's Web site.

5.10 Pairing

- (A) When a Liquefiable Hydrocarbon Limit is in effect, Pipeline shall schedule Customer's nomination notwithstanding that Customer's gas does not meet such Liquefiable Hydrocarbon Limit, provided that the nominated gas is being tendered at a Receipt Point that is part of an approved pairing arrangement pursuant to this Section 5.10 ("Paired Point").
- (B) Pipeline shall approve a pairing proposal for Paired Points if the following conditions are met:
 - (i) The Paired Points are within the same Monitoring Segment and are limited to two Receipt Points;
 - (ii) A Receipt Point operator wishing to participate in a pairing arrangement provides Pipeline with a proposal via Pipeline's Web site at least 48 hours in advance of the desired initial Gas Day for the Paired Points ("Initial Gas Day"), including written statements from the relevant Receipt Point operators specifying the volumes, locations, and Liquefiable Hydrocarbon content of the volumes of gas involved at each Paired Point ("Paired Receipts");
 - (iii) Pipeline determines in its sole discretion (a) that the proposed pairing will physically occur on the Pipeline's system within the same Monitoring Segment as the Paired Receipts and in a way that would alleviate any risk of a Liquefiable Hydrocarbon Problem caused by the Paired Receipts and (b) that the Paired Receipts will commingle sufficiently with each other, assuming no other gas in Pipeline's facilities, so that deliveries at the next downstream delivery point will meet the Liquefiable Hydrocarbon Limit; and
 - (iv) The Paired Receipts otherwise meet the specifications in this Section 5.

- (C) Pipeline shall determine whether the conditions in (B) above are met as follows:
- (i) Initial determination. After the deadline for timely nominations for the Initial Gas Day, Pipeline shall make a determination regarding whether the Receipt Point operator's proposal satisfies the criteria in subsection (B), and Pipeline will notify the Receipt Point operator accordingly before the start of the Initial Gas Day and shall post the Paired Points if the proposal is approved. To the extent Pipeline cannot determine that the pairing proposal meets all of the above conditions in subsection (B), Pipeline will provide a written denial specifying the basis for its denial to the Receipt Point operator.
 - (ii) Daily determination. With respect to nominations for any Gas Day after the Initial Gas Day, to the extent Pipeline cannot determine that the pairing proposal meets all of the above conditions in subsection (B), Pipeline may suspend the pairing proposal for such Gas Day.
 - (iii) Early submittal. Pipeline shall allow Receipt Point operators to submit pairing proposals before a Liquefiable Hydrocarbon Limit is issued, to be effective in the event that such a Liquefiable Hydrocarbon Limit is issued, but Pipeline will not be obligated to evaluate such a proposal and reach a decision regarding whether the proposal meets the conditions in 5.10(B) before the deadline for timely nominations for the Initial Gas Day.
- (D) An approved pairing proposal may be terminated with 24 hours written notice by either of the Receipt Point operators at any time.
- (E) An approved pairing proposal may be terminated by Pipeline with 24 hours notice, or less if reasonably required to maintain the integrity of the system or reliable service, upon the earlier of:
- (i) a change in Pipeline's operations so that the pairing arrangement creates an undue risk of a Liquefiable Hydrocarbon Problem,
 - (ii) the Liquefiable Hydrocarbon Limit is no longer in effect (the cessation of effectiveness being deemed written notice), or
 - (iii) the volumes of Liquefiable Hydrocarbon content of the Paired Receipts differ or become different from the volumes and Liquefiable Hydrocarbon content assumed by Pipeline and underlying Pipeline's determination in subsection (B)(iii) above, such that Pipeline's determination would be different if conducted with such different volumes or Liquefiable Hydrocarbon content.
- (F) Notwithstanding anything in this Section 5.10, Pipeline will not accept any gas into its system that contains hydrocarbons or water in liquid form at the temperature and pressure at which the gas is received and delivered.

- (G) If the situation contemplated in subsection (E)(iii) above arises, Pipeline may, in its discretion, curtail scheduled and flowing volumes of Paired Receipts during the Gas Day in lieu of or in addition to terminating the pairing arrangement.